

EASEMENT AND ROAD MAINTENANCE DECLARATION

THIS EASEMENT AND ROAD MAINTENANCE DECLARATION (the "Declaration") made this 14th day of November, 2016, by **SPROUSES CORNER, L.L.C.**, a Virginia limited liability company, **a/k/a SPROUSES CORNER LLC** ("Declarant"). The Declarant is the Grantor and Grantee for indexing purposes.

RECITALS

1. The Declarant is the owner of certain lots of real estate located in Beaverdam District of Hanover County, Virginia, described as Lot 1 containing 13.31 acres, more or less; Lot 2 containing 10.20 acres, more or less; and Lot 3 containing 12.00 acres, more or less, as shown on plat of survey dated January 7, 2016, prepared by Maxey & Associates, P.C., Land Surveyors-Engineers-Planners-Consultants, which plat is recorded in the Clerk's Office, Circuit Court, Hanover County, Virginia, in Plat Cabinet _____, Slide _____ (the "Plat").
2. The Declarant intends to sell the above lots and subject said lots to this Declaration and a fifty foot (50') wide and variable ingress, egress and utility easement, shown on the Plat as "50' Wide & Variable Access and Utility Easement - Doswell Meadows Lane (Private)", (the "50' Easement").
3. A gravel drive (the "Private Drive") is or will be located within the 50' Easement that provides ingress to and egress from State Route 738 and Lots 1, 2 and 3, and Declarant desires to provide for the maintenance and repair of the Private Drive as set forth herein.

NOW, THEREFORE, SPROUSES CORNER, L.L.C., a Virginia limited liability company, hereby declares that Lots 1, 2 and 3 as shown on the aforementioned survey shall be held, sold and conveyed subject to the 50' Easement hereby established exclusively for the benefit of Lots 1, 2 and 3 to be used jointly for ingress and egress to State Route 738 (a/k/a Old Ridge Road) and for the installation, use and maintenance of utilities for the benefit of Lots 1, 2 and 3, all subject to the following Road Maintenance provisions which are for the purpose of protecting the value and desirability of said lots, and which shall run with the real property and be binding on all parties having any rights, title and interest in the described lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

1. The owners of Lots 1, 2 and 3 are responsible for maintaining the 50' Easement in good condition and for maintaining the Private Drive in a good and passable condition at all times. The maintenance and repair of the 50' Easement and the Private Drive shall be the joint and equal obligation of the owners of Lots 1, 2, and 3.
2. The terms "maintenance" and "repair", as used in this Declaration shall include, but are not limited to, repairing the gravel road surface, clearing obstructions, cleaning or recutting ditches as necessary, trimming brush and vegetation along the roadside, removing snow and performing any and all other necessary work required to maintain the Private Drive in a condition that will allow for reasonable and safe access by non-commercial vehicles. The improvement of the surface of the Private Drive by asphalt or other surface must be approved by all the owners of Lots 1, 2 and 3 with all the owners sharing equally in the costs of improvement.
3. Should any individual lot owner, their agents, servants, employees, guests or invitees including contractors, subcontractors or any other persons involved in construction performed on Lots 1, 2 or 3,

cause damage to the 50' Easement, other than ordinary wear and tear, such lot owner shall be required to repair such damage and bear the cost thereon exclusively.

4. Any party taking title from any owners of Lots 1, 2 or 3 shall take title subject to this Declaration and, by their acceptance and recordation of a deed to an of said lots do thereby agree to the terms, conditions and provisions of this Declaration.
5. If any owner of Lots 1, 2 or 3, their successors or assigns, fails, after a minimum of fifteen (15) days written notice of the amounts due, to pay his or her proportionate share of the costs of road maintenance and repair for which he or she is responsible as provided herein, any of the other lot owners or the person or company performing such maintenance and/or repair may bring an action at law against such owner(s) failing to pay his or her proportionate share, and/or foreclose the lien provided herein against said owner's lot. The amount due by a delinquent lot owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance or repair, and the delinquent lot owner shall be liable for all costs of collection, including, but not limited to, reasonable attorney's fees.
6. The lien provided herein shall be at all times subject to and subordinate to any deed(s) of trust placed on any lot at any time until notice of such lien is recorded in the Clerk's Office of the Circuit Court of Hanover County, Virginia. If any sum is not paid by a lot owner within fifteen (15) days after the same becomes due and payable, a notice of such nonpayment as to such lot may be recorded by any other lot owner or by the person or company performing such road maintenance or repair in the aforesaid Clerk's Office, and from the time of such recordation the amount stated in the notice, together with interest, costs or collection, and reasonable attorney's fees shall constitute a lien against such parcel.
7. This Declaration may be modified, amended or terminated by a written document signed, in recordable form, by all of the owners of Lots 1, 2 and 3 described above as of the date of such instrument.

WITNESS the following signatures and seals by the duly authorized manager/members of SPROUSES CORNER, L.L.C., a Virginia limited liability company, on behalf of the said company.

SPROUSES CORNER, L.L.C.

By _____ (SEAL)
J. CABELL METTS, III
Manager/Member

By _____ (SEAL)
R. ALAN ANDERSON
Manager/Member

STATE OF VIRGINIA

COUNTY OF _____, to-wit:

The foregoing document was duly acknowledged before me this _____ day of _____, 2016, by J. CABELL METTS, III and R. ALAN ANDERSON, duly authorized manager/members of SPROUSES CORNER, L.L.C., on behalf of the said company.

My commission expires: _____.

NOTARY PUBLIC