

Madison Co., VA

Inst. No: 240000584

Madison County Tax Map 57-115A

926 Shaw Circle
Melbourne, FL 32940

Return: Justin Ferl
3563 Orange Rd.
Aroda, VA 22709

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement is made and entered into this April 18, 2024, by and between Perl and Lillie Builders, LLC, a Virginia limited liability company, (hereinafter the "Declarant"), Grantor and Grantee for recordation purposes.

RECITALS

1. The Declarant is the owner of three (3) certain lots or parcels of land located on the northside of Orange Road (Virginia Route 230) in Madison County, Virginia, as more accurately described by the survey of Edward J.C. Burke, L.S., dated on February 12, 2024, which was recorded on May 7, 2024.
2. As more accurately shown on the aforesaid survey "parcel C" and "parcel D" shall be serviced by a 50' wide private access road to Orange Road (Virginia Route 230) as more accurately shown on the aforesaid plat of survey. The residue lot, identified on Madison County Tax Map as 57-115A, shall be accessed by an existing access driveway to Orange Road (Virginia Route 230). This private access road shall not be maintained or improved in any matter by Madison County and/or the Virginia Department of Transportation of Transportation (VDOT), unless mutually agreed upon by each aforesaid party. JP
3. The Declarant desires to provide for the future maintenance and upkeep of the 50' wide private access road servicing parcel C and parcel D.

NOW THEREFORE WITNESSETH: That for and in consideration of the premises, Declarant does hereby declare that the 50' wide private ingress/egress easement as more accurately shown by survey of Edward J.C. Burke, LS, dated February 12, 2024, the survey of which was recorded on May 7, 2024, shall be for the joint use of parcel C and parcel D to provide access to Orange Road (Virginia Route 230). Parcel C and Parcel D shall be owned, held, and conveyed subject to the following road maintenance provisions which shall be deemed a covenant running with the land: JP

- a. The owners of each lot serviced by the 50' wide private access road shall bear equally in the total cost of the maintenance of the roadway. Each lot owner shall be solely responsible for the maintenance of the lot owner's private driveway after it departs from the common private access road. Further, this agreement shall be governed by, and subject to, all provisions and articles of Madison County's subdivision ordinance, specifically articles 4-8 through 4-8-3 and articles 6-1 through 6-2-2.
- b. The private access road shall be maintained as a private residential gravel roadway sufficient for vehicular year-round traffic, and meet, at all times, the minimum construction standards for private roads prescribed by the Madison County Subdivision Ordinance. Pavement or hard surfacing of the roadway shall require the consent of both lot owners.
- c. Maintenance shall include, without limitation, grading, scraping, ditching, spreading of new gravel, and the installation and replacement of culverts as needed. Each lot owner shall be responsible for the installation and maintenance of a culvert at a point where the driveway servicing such lot departs the common roadway. Any lot owner shall be entitled to remove snow from the roadway, but all costs shall be at such lot owner's sole expense.

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- d. The roadway shall be kept free of gates and other obstructions, and no lot owner shall block or interfere with the free and reasonable use of the roadway by other lot owners, their guests, or tenants.
- e. In the event that any lot owner, their agents, or contractors use the roadway in such a way as to increase the burden or cause unforeseen damage to the roadway, such lot owner shall be solely responsible for repairing the damage expediently so as to return the roadway to its original condition.
- f. In determining what work is required to maintain the roadway, the lot owners shall periodically discuss among themselves the necessary work to be performed and shall reach a mutual consensus as to the same. In the event the parties are unable to reach a mutual consensus as to the extent and nature of the repair work required, then any lot owner shall have the right to call a meeting of lot owners, and the decision of the majority shall be binding on all. The party calling the meeting shall provide written notice to all other lot owners at least thirty (30) days in advance of the meeting by certified mail to the owners of record at the address shown for them in the records of the Commissioner of Revenue of Madison County, Virginia. The meeting shall be held on a Saturday between 9:00 A.M. and 4:00 P.M. on the subdivision roadway. The notice shall contain the exact time and date of such meeting and shall set forth details concerning the work to be voted upon and the cost of such work. Voting by written proxy shall be permitted. No more than two (2) meetings may be called within any twelve (12) month period.
- g. Each lot owner shall make full and prompt payment of their share of expenses incurred pursuant to this agreement. In the event any lot owner fails to make payment within thirty (30) days of written notice, the defaulting party shall be responsible for all costs of collection, including attorney's fees, and interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum.
- h. Notwithstanding any other provision contained herein, no lot owner shall be responsible for contributing to the cost of routine road maintenance unless there is a dwelling located on the lot or until construction of a dwelling has been commenced on said lot.
- i. This road maintenance agreement shall be perpetual and run with the land and shall be binding on subsequent owners of the parcels, and shall serve as a covenant binding upon each current parcel using the Private Road and any future division(s) of said parcel(s) and their owner(s).

WITNESS the following signature and seal:

Perl and Lillie Builders, LLC

By: Jeffrey Perl (SEAL)

Jeffrey Perl, Manager

STATE OF VIRGINIA
COUNTY OF MADISON, to-wit:

The foregoing instrument was signed and acknowledged before me this the (ENTER DATE)

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