

100000167

BK 0974 PG 01850

Tax Map Nos. 21-111, 21-111A and 21-111B (Floyd County)
Tax ID No. 58-93, 59-1 and 59-2 (Franklin County)

**PROPERTY OF
MICHAEL L. QUISENBERRY AND SHARON H. QUISENBERRY
DECLARATION OF ROAD MAINTENANCE AGREEMENT
FOR SPRINGHOUSE FARM SUBDIVISION**

THIS DECLARATION OF ROAD MAINTENANCE AGREEMENT is made this 28th day of January, 2010 by MICHAEL L. QUISENBERRY and SHARON H. QUISENBERRY, hereinafter collectively styled, "Declarant."

WITNESSETH:

WHEREAS, Declarant is the current owner of property situated off Blue Ridge Parkway in the Locust Grove Magisterial District of Floyd County, Virginia, and the Blackwater Magisterial District of Franklin County, Virginia;

WHEREAS, by Deed of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 020000817, and by Deed of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 737, at Page 593, the Declarant took title to said property; and

WHEREAS, said property has been subdivided as shown on that certain plat prepared by David B. Scott, L.S., dated March 28, 2003, revised January 21, 2010, entitled "Right-of-Way Revision for MICHAEL L. QUISENBERRY SHARON H. QUISENBERRY 213.181 ACRES (Total)...", which plat is recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in 10-163, and in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in 974/8832; and

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WHEREAS, by this Declaration the Declarant wishes to establish a Road Maintenance Agreement in order to provide for the maintenance, repair and upkeep of the below described private road in the said Subdivision, as shown on the aforesaid plat;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Declarant hereby declares that Parcel 1 containing 25.000 acres, Parcel 2 containing 25.000 acres, and the Remainder Parcel containing 146.437 acres of the above-described subdivision shall be sold and held as follows:

1. As shown on the aforesaid survey, and as reserved and conveyed in the Covenants and Restrictions of even date herewith, there is a 50' right of way ("ROW") intended for use as a private road for the purposes of ingress and egress to and from Parcel 1 and Parcel 2 and the 146.437 acre Parcel. This ROW constitutes the main and only means of access to and from these Parcels and any residences that may be constructed thereupon.

2. All owners of the foregoing Parcels, and their heirs, successors, and assigns, shall have the unobstructed and non-exclusive right of ingress and egress over said road to and from their property.

3. It is in the best interest of these Parcel owners that said road shall be maintained in good and passable condition as a gravel/dirt drive and, therefore, the following conditions shall apply to all persons owning or purchasing said Parcels:

A. Unless road conditions warrant the use of a larger aggregate gravel, the road shall be top dressed with a #10 crusher run stone aggregate when needed.

B. Declarant will act as custodian of a road maintenance fee account in order to collect and disburse monies from said account for the purposes of maintaining the road.

C. An annual maintenance fee of \$500.00 per Parcel shall be paid to Declarant at such time as road maintenance is deemed necessary by Declarant. Monies shall be delivered to Declarant within two (2) weeks from the time Declarant makes a verbal request for said fee.

D. Declarant will prepare and distribute to all Parcel owners an annual accounting of income and expenses, including a year-end balance sheet for all funds received and disbursed.

E. If Declarant no longer owns a Parcel in the subdivision, then the three (3) Parcel owners shall elect, by simple majority, a custodian of the funds, who shall oversee maintenance of the road and have all the rights and responsibilities reserved herein to Declarant.

F. The road across Parcel 1 shall not be constructed until Declarant deems it necessary

4. No gates shall be installed or erected that would or could limit ingress and egress along the ROW. However, Declarant reserves the right to install or erect a gate(s) at the beginning area of the ROW which would be equipped to open and close automatically. In that case, Declarant agrees to furnish all Parcel owners with the necessary devices for remotely operating said gate(s). Declarant also reserves the right to remove any and all improvements related to the installation or erection of said gate(s), including any fencing, landscaping or other improvements that may have accompanied the installation or erection of the gate(s).

5. Declarant has and reserves the right to use said ROW for any Parcel that may in the future be subdivided from Declarant's Parcel containing 146.437 acres, or any part thereof. This use of the ROW would not prevent or preclude Parcel owners from using other

means of ingress and egress to their Parcel through Declarant's property. Owners of such newly created Parcels shall be obligated to pay the yearly maintenance fees.

6. This Agreement is intended to be binding on all parties who own property and residences along said road, and their heirs, successors and assigns, as well as any future Parcel owners who are given rights to use said private road.

7. Declarant shall have the sole right to enforce this Road Maintenance Agreement for so long as Declarant owns real estate in the subdivision. After Declarant has sold its property, Parcel owners shall be entitled to enforce the same against each other. If Declarant (or another Parcel owner if Declarant no longer owns real estate in the subdivision) brings any action or claim to enforce any part of the Road Maintenance Agreement, Declarant (or the other property owner, if Declarant no longer owns property) shall be entitled to recover from the property owner violating this Road Maintenance Agreement all costs, fees, damages and expenses, including attorneys' fees, incurred in bringing the action. Any judgment in favor of Declarant (or other property owner) shall be a priority lien against the offending landowner's real property.

8. This Road Maintenance Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

9. Declarant reserves the right to make reasonable yearly increases to the yearly maintenance fee, or to waive the fee for any given year. After Declarant has sold all of its interest in the Parcels, future Parcel owners may increase or decrease the yearly fee by majority decision.

10. Each Parcel owner shall be solely responsible for repair of the road or gate caused by the negligence or mis-use of the road by such owner or such owners guests, invitees, contractors or agents.

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PURCHASER ACKNOWLEDGMENT:

Frank Dreusicke [SEAL]
Purchaser

Frank Dreusicke
(Type or Print Name)

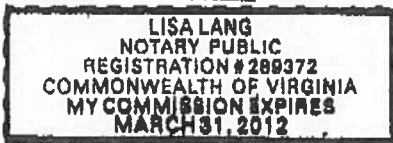
STATE OF Virginia

CITY/COUNTY OF Richmond to wit:

The foregoing instrument was acknowledged before me this 28 day of January, 2010, by Frank Dreusicke, Purchaser.

My commission expires:
3.31.2012

Lisa Lang
Notary Public
Notary ID # 289372



Betty Dreusicke [SEAL]
Purchaser

Betty Dreusicke
(Type or Print Name)

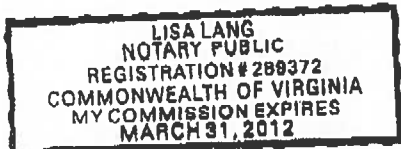
STATE OF Virginia

CITY/COUNTY OF Richmond to wit:

The foregoing instrument was acknowledged before me this 28 day of January, 2010 by Betty Dreusicke, Purchaser.

My commission expires:
3.31.2012

Lisa Lang
Notary Public
Notary ID # 289372



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PURCHASER ACKNOWLEDGMENT:

_____[SEAL]
Purchaser

(Type or Print Name)

STATE OF _____

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Purchaser.

My commission expires:

Notary Public
Notary ID # _____

_____[SEAL]
Purchaser

(Type or Print Name)

STATE OF _____

CITY/COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, Purchaser.

My commission expires:

Notary Public
Notary ID # _____

DECLARANT ACKNOWLEDGMENT:

BK 0974 PG 01855

[Signature] [SEAL]
MICHAEL L. QUISENBERRY, Declarant

STATE OF Virginia

CITY/COUNTY OF Floyd, to wit:

The foregoing instrument was acknowledged before me this 28th day of January, 2010,
by Michael L. Quisenberry, Declarant.

My commission expires:

3/31/2012
MELISSA W. SPENCE
NOTARY PUBLIC-REGISTRATION # 229267
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2012

[Signature]
Notary Public

Notary ID # 229267

[Signature] by [Signature] P.O.A.
[SEAL]

SHARON H. QUISENBERRY, Declarant,
by Michael L. Quisenberry, Attorney-In-Fact

STATE OF Virginia

CITY/COUNTY OF Floyd, to wit:

The foregoing instrument was acknowledged before me this 28th day of January, 2010,
by Michael L. Quisenberry, Attorney-In-Fact, for Sharon H. Quisenberry, Declarant.

My commission expires:

MELISSA W. SPENCE
NOTARY PUBLIC-REGISTRATION # 229267
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES
MARCH 31, 2012

[Signature]
Notary Public

Notary ID # 229267

~~VIRGINIA~~ In the Clerk's Office of the Circuit Court of Floyd County
Jan 29, 2010, at 12:52 P.M.
This instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk
[Signature] D.C.

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