

THIS ROAD MAINTENANCE AGREEMENT made and entered into this the 13th day of January, 1986, by and between GERALD P. McPHILLIPS and MARY C. McPHILLIPS, husband and wife; JAMES S. CLORE and DORIS B. CLORE, husband and wife; JEROME E. BURKE and SHARON L. BURKE, husband and wife; STANLEY RAY DODSON and PEGGY L. DODSON, husband and wife; WILMA JENNINGS, widow; J. RICHARD DEAL and BETTY C. DEAL, husband and wife; DOUGLAS R. MORRIS and DORIS C. MORRIS, husband and wife; CHARLES R. HAWKINS and REBECCA L. HAWKINS, husband and wife; LEE ROY BAUMGARDNER and LAVERNE R. BAUMGARDNER, husband and wife; WESLEY L. BEAHM and PEGGY A. BEAHM, husband and wife; FRANCIS J. SEEBER and KATHLEEN B. SEEBER, husband and wife; JAMES L. ROCK and SHIRLEY ROCK, husband and wife; JAMES R. WHITMER and KAY G. WHITMER, husband and wife; WILLIAM D. CARSON and MARGARET P. CARSON, husband and wife; RONALD LEE DEAL and LAURI ESTEP DEAL, husband and wife; THOMAS N. POLOGRUTO, single; FRANK H. LASLEY and DOLLY Y. LASLEY, husband and wife.

WHEREAS, the parties hereto are owners of lots or parcels of land fronting on Fox Mountain Lane, a 40-foot roadway or right of way leading from the south side of U. S Route 29, and said lots being more particularly described as:

1. Lot 13 of Fox Mountain Subdivision conveyed to Gerald P. McPhillips and Mary C. McPhillips by deed from Fred B. Mowry and Mary D. Mowry, in Deed Book 310, page 370.

2. Lot 12 of Fox Mountain Subdivision conveyed to James S. Clore and Doris B. Clore by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 208, page 228.

3. Lot 11 of Fox Mountain Subdivision conveyed to Jerome E. Burke and Sharon L. Burke by deed from Ralph E. Odle and Lillian D. Odle, recorded in Deed Book 280, page 418.

4. Lot 3 of Fox Mountain Subdivision conveyed to Stanley Ray Dodson and Peggy L. Dodson by deed from Bennett T. Matthews and Mary S. Matthews, recorded in Deed Book 262, page 23.

5. Lot 1 of Fox Mountain Subdivision conveyed to Ray Jennings, deceased and Wilma P. Jennings by deed from Bruce A. Nellis and Jacqueline F. Nellis, recorded in Deed Book 294, page 87.

6. Lot 2 of Fox Mountain Subdivision conveyed to J. Richard Deal and Betty L. Clark by deed from Gary H. Thomas and Donna Lynn Thomas, recorded in Deed Book 319, page 386.

7. Lot 10 of Fox Mountain Subdivision conveyed to Douglas R. Morris and Doris C. Morris by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 205, page 405.

8. Lot 9 of Fox Mountain Subdivision conveyed to Charles R. Hawkins and Rebecca L. Hawkins by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 186, page 492.

9. Lot 8 of Fox Mountain Subdivision conveyed to Lee Roy Baumgardner and Laverne R. Baumgardner by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 182, page 520.

10. Lot 7 of Fox Mountain Subdivision conveyed to Wesley L. Beahm and Peggy A. Beahm by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 185, page 75.

11. Lot 6 of Fox Mountain Subdivision conveyed to Francis J. Seeber and Kathleen B. Seeber by deed from Ted B. Wiest and Shirley L. Wiest, recorded in Deed Book 331, page 721.

12. Lot 5 of Fox Mountain Subdivision conveyed to James L. Rock and Shirley Rock by deed from Henry P. Carrington, Jr. and Grace L. Carrington, recorded in Deed Book 271, page 510.

13. Lot 4 of Fox Mountain Subdivision conveyed to James R. Whitmer and Kay G. Whitmer by deed from Frank A. Barber and E. Chris Barber, recorded in Deed Book 325, page 713.

14. A 2.730 acre parcel of land, being a part of the residue of Fox Mountain Subdivision, conveyed to William D. Carson and Margaret P. Carson by deed from John A. Mowry and Emma M. Mowry, recorded in Deed Book 210, page 571.

15. A 1.04 acre parcel of land, being a part of the residue of Fox Mountain Subdivision, conveyed to Ronald Lee Deal and Lauri Estep Deal by deed from William D. Copeland and Ann B. Copeland, recorded in Deed Book 325, page 622.

16. Lot 9 of Fox Mountain Subdivision conveyed to Thomas N. Pologruto by deed from Jo Ann Holmes, recorded in Deed Book 335, page 399.

17. Lot 10 of Fox Mountain Subdivision conveyed to Frank H. Lasley and Dolly Y. Lasley from John A. Mowry and Emma M. Mowry, recorded in Deed Book 200, page 300.

WHEREAS, the parties hereto are desirous of entering into an agreement setting forth the rights, duties, and obligations of each lot owner relative to the maintenance of the roadway.

NOW, THEREFORE, WITNESS that for and in consideration of the mutual covenants contained herein, the parties hereto do agree <sup>for themselves their heirs, successors and assigns</sup> as follows:

1. There shall be formed an Association of Homeowners to contribute to the maintenance of Fox Mountain Lane. This Association shall consist of the owners of the various lots serviced by Fox Mountain Lane, there being a total of seventeen lots so served.
2. Annually, on the first day of June of each year, a meeting of the Association shall be held at 7:00 P.M. Should the first day of June fall on a Saturday or Sunday, such meeting shall be delayed until the Monday evening immediately following. Such meeting shall be called at a convenient meeting place, located in Culpeper County, which shall be designated by the Association Chairman. Notice of such annual meeting shall be given by the Association Chairman seven (7) days in advance, either by mail to the Association members, or posted on their front doors. Each

lot owner shall be permitted one vote per lot owned. Joint owners of any lots shall share one vote. Owners may give written proxies to any agent or representative they choose.

3. The order of business of such meeting shall be as follows:

- (a) discussion of the work to be undertaken during the coming year;
- (b) discussion of the maintenance charge to be assessed against each lot owner for the coming year;
- (c) election of the Chairman for the coming year.

4. The initial chairman of the organization shall be \_\_\_\_\_, who shall serve until the first annual meeting to be held on June 1, 1987. The Chairman shall be elected from the membership of the Association. It shall be the Chairman's duty to maintain a roster of the current homeowners and to maintain the records and bank statements of the Association. In addition, the Chairman, with the assistance of a committee of Association members (to be selected by him/her), shall arrange for the necessary repair work as is voted upon by the association. Should the Chairman die or resign before the end of his term, any member may call a special meeting in accordance with Paragraph 6 to elect a substitute Chairman for the remainder of the term so vacated.

5. The determination of the work to be performed and the assessment to be made shall be reached by a majority vote of the members present at the annual meeting, either in person or by proxy.

6. Should any emergency situation arise due to damage to the road, etc., the Chairman or any five (5) Association members, shall have the right to call for a special meeting by giving seven (7) days' prior notice of such meeting, which said notice shall either be mailed to the Association members, or posted on their front doors.

7. <sup>Annual</sup> Association dues assessed on June 1st, shall be due and payable not later than August 1st. Should any homeowner fail to pay such assessment on or before August 1st, the Association or any of its members may bring suit in the appropriate Court to obtain judgment on behalf of the Association against such delinquent homeowner or homeowners, which said judgment shall include costs and attorney's fees.

8. The initial maintenance dues for the 1986-1987 year, due on or before August 1, 1986, shall be the sum of \$100.00. Dues shall be used solely for the purpose of maintaining and improving the road servicing the lands owned by the members of the Association, in accordance with the majority vote taken at each annual meeting.
9. The terms of this agreement may be modified at any time by action of 2/3 or more of the members of the Association, which said action shall be evidenced by the execution and recordation of an amended agreement. Said recordation shall occur on the land records of Culpeper County, Virginia.

WITNESS the following signatures and seals.

\_\_\_\_\_(SEAL)  
GERALD P. McPHILLIPS

\_\_\_\_\_(SEAL)  
MARY C. McPHILLIPS

\_\_\_\_\_(SEAL)  
JAMES S. CLORE

\_\_\_\_\_(SEAL)  
DORIS B. CLORE

\_\_\_\_\_(SEAL)  
JEROME E. BURKE

\_\_\_\_\_(SEAL)  
SHARON L. BURKE

\_\_\_\_\_(SEAL)  
STANLEY RAY DODSON

\_\_\_\_\_(SEAL)  
PEGGY L. DODSON

DODSON & CLARK  
ATTORNEYS AT LAW  
WEST STREET  
VIRGINIA 22701