

Prepared by: John A. Dezio, Attorney
2350 Commonwealth Drive, Suite C
Charlottesville, VA 22901
(434) 244-0303

TMP: 05800-00-00-024B0
05800-00-00-03500

DECLARATION

THE PRIVATE STREET MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made this ____ day of August, 2016, by CHRISTOPHER V. HYLAND AND DENISE BELL HYLAND, formerly known as Denise Bell Read, husband and wife (hereinafter the "Declarant"), whose address is 150 Lynx Farm Lane, Charlottesville, VA 22903.

WHEREAS, the Declarant is the owner of a parcel of land known as Albemarle County Tax Map 05800-00-00-03500 and a parcel of land known as Albemarle County Tax Map 05800-00-00-024B0 pursuant to a deed of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1704, Page 47, in Deed Book 651, Page 553, and in Deed Book 1142, Page 426; and

WHEREAS, Declarant desire to establish an access easement for the benefit of Tax Map 05800-00-00-024B0 over Tax Map 05800-00-00-03500, fifteen feet in width for ingress and egress to and from said property to a fifteen foot road leading to State Route 679, as shown on a plat of C. Steve Garrett, Land Surveyor, dated July 18, 2016, attached hereto and made a part hereof. On said attached plat this access easement is shown as the "New 15' Access Easement" running through Tax Map 05800-00-00-03500 from Tax Map Parcel 05800-00-00-024B0.

NOW, THEREFORE, for and in consideration of the premises and the undertaking contained herein, the Declaration hereby imposes upon said parcels a Street to be maintained as follow:

MINIMUM STANDARD: The Street will be maintained in perpetuity to substantially the same condition as exists at the time of execution of this Agreement.

MAINTENANCE: For purposes of this instrument, 'maintenance', includes the maintenance of the private street, and related drainage facilities, and the prompt removal of snow, water, debris, or any other obstruction so as to keep the private street reasonably open for usage by all vehicles, including emergency services vehicles. The term "to maintain," or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects of damage, including, but not limited to filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

COST OF MAINTENANCE: The owners of Tax Map Parcel 05800-00-00-024B0 and Tax Map Parcel 05800-00-00-3500 shall be responsible for the cost of the maintenance of, and or repair to the Street, pro-rata based upon the portion of the easement used by each. If the owner of a parcel having access over this easement damages or disturbs the surface of the roadway located therein, (other than normal automobile and service ingress and egress) then said owner shall be responsible to restore the road surface to the condition in which it existed prior to damage. This obligation shall be enforceable in the same manner as set forth in the final paragraph hereof.

WHEN TO MAINTAIN: Maintenance or repair shall be undertaken only with the mutual consent of all owners, provided that in the event that one of the owners determines that the Street is not safe or convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions and such owner gives 30 days prior written notice to all other owners using the Street, such owners may commence or contract for maintenance or repair to bring the Street to the minimum standard and the charges therefore shall be the responsibility of all owners using the Street.

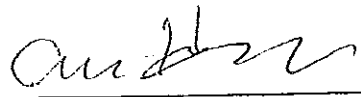
DEFAULTING OWNER(S): If any owner shall fail to pay his/her proportionate share of the costs of maintenance or repair for which he/she is responsible, as provided hereinabove, any other owner not in default, or the person or corporation performing such maintenance, may after 30 days written notice to the defaulting parcel owner(s) bring an action at law against each defaulting parcel owner in a court of competent jurisdiction and/or may record in the Clerk's

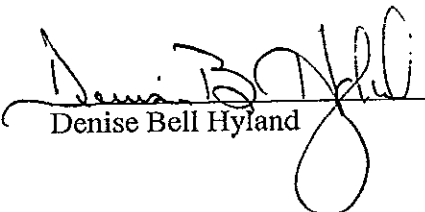
Office of the Circuit Court of Albemarle County, a Notice of Lien against all of the said defaulting parcel owners to secure the payment of the assessment of a parcel failing to pay his/her proportional share of maintenance of repair. The amount due by a delinquent Owner shall bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonable attorney's fees.

The lien may be enforced in the same manner as any association lien.

[SIGNATURE PAGE FOLLOWS]

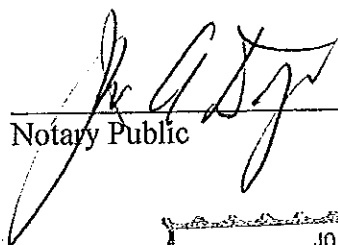
WITNESS the following signatures and seals.

By  (SEAL)
Christopher V. Hyland

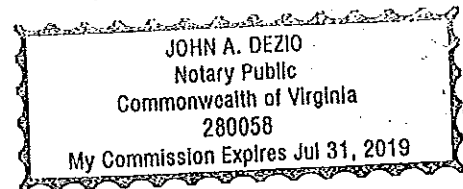
By  (SEAL)
Denise Bell Hyland

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing Declaration was acknowledged before me this 27th day of August, 2016,
by Christopher V. Hyland and Denise Bell Hyland.


Notary Public

My commission expires:
My Notary ID #



Prepared by: John A. Dezio, Attorney
2350 Commonwealth Drive, Suite C
Charlottesville, VA 22901
(434) 244-0303

TMP: 05800-00-00-024B0
05800-00-00-03200
05800-00-00-03500
05800-00-00-03300

DECLARATION

The PRIVATE STREET MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made this ____ day of August, 2016, by and among CHRISTOPHER V. HYLAND AND DENISE BELL HYLAND, formerly known as Denise Bell Read, husband and wife; and JOHN HAAS; provides as follows:

WHEREAS, Christopher V. Hyland and Denise Bell Hyland, husband and wife, are the owners of parcels of land in Albemarle County, VA known as Albemarle County Tax Map Parcels 05800-00-00-024B0, 05800-00-00-03200 and 05800-00-00-03500 by virtue of a deed dated May 13, 1998, of record in the Clerk's Office of the Circuit Court of Albemarle County, VA, in Deed Book 1704, Page 47; and

WHEREAS, John Haas is the owner of a parcel of land in said County known as Albemarle County Tax Map 05800-00-00-03300 by virtue of a deed dated September 14, 2012, of record in said Clerk's Office in Deed Book 4230, Page 155; and

WHEREAS, access for all said parcels to State Route 679 is over a road fifteen feet in width as shown on plats of record in said Clerk's Office in Deed Book 3905, Page 141, Deed Book 141, Page 405; Deed Book 163, Page 357; Deed Book 166, Page 316; Deed Book 572, Page 250; Deed Book 572, Page 295 and Deed Book 830, Page 398, which road is known as Lynx Farm Lane; and

WHEREAS, the parties hereto desire to provide for the maintenance and repair of said road over that portion thereof used jointly by Christopher V. Hyland, Denise Bell Hyland and John Haas.

NOW, THEREFORE, for and in consideration of the premises and the undertaking contained herein, the parties hereto agree as follows:

MINIMUM STANDARD: Lynx Farm Lane will be maintained in perpetuity to substantially the same condition as of the date hereof. The travel way shall at all times be maintained so that it is safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions.

MAINTENANCE: For purposes of this instrument, 'maintenance', includes the maintenance of Lynx Farm Lane, and related drainage facilities and the prompt removal of snow, water, debris, or any other obstruction so as to keep Lynx Farm Lane reasonably open for usage by all vehicles, including emergency services vehicles. The term "to maintain," or any derivation of that verb, includes the maintenance, replacement, reconstruction and correction of defects or damage, including, but not limited to, filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, and other work reasonably necessary or proper to repair and preserve the easement for all weather road purposes.

COST OF MAINTENANCE: The parties hereto shall be responsible for the cost of maintenance of, and or repair to Lynx Farm Lane based upon their proportionate share thereof. If the owner of a parcel having access over this easement damages or disturbs the surface of the roadway located therein, (other than normal automobile and service ingress and egress.). Then said owner shall be responsible to restore the road surface immediately to the condition in which it existed prior to the damage. This obligation shall be enforceable in the same manner as set forth in the final paragraph hereof. **No public agency, including the Virginia Department of Transportation and the County of Albemarle, Virginia will be responsible for maintaining any improvement identified herein.**

WHEN TO MAINTAIN: Maintenance or repair shall be undertaken only with the mutual consent of all owners, provided that in the event that one of the owners determines that Lynx Farm Lane is not safe and convenient for passenger automobiles and emergency vehicles at all times except in severe temporary weather conditions and such owner gives 30 days prior

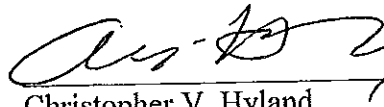
written notice to all other owners using Lynx Farm Lane, such owner may commence or contract for maintenance or repair to bring Lynx Farm Lane to the minimum standard and the charges therefore shall be the responsibility of all owners using Lynx Farm Lane.

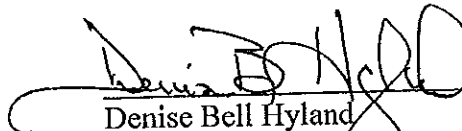
DEFAULTING OWNER(S): If any owner shall fail to pay his proportionate share of the costs of maintenance or repair for which he is responsible, as provided herein above, any other owner not in default, or other person or corporation performing such maintenance, may after 30 days written notice to the defaulting parcel owner(s) bring an action at law against each defaulting parcel owner in a court of competent jurisdiction and/or may record in the Clerk's Office of the Circuit Court of Albemarle County, a Notice of Lien against all of the said defaulting parcel owners to secure the payment of the assessment of a parcel failing to pay his proportional share of maintenance or repair. The amount due by a delinquent Owner shall bear interest at the maximum judgement rate provided by law from the date of completion of the maintenance; and the delinquent Owner shall be liable to pay all costs of collection, including reasonably attorney's fees.

The lien may be enforced in the same manner as any association lien.

[SIGNATURE PAGE FOLLOWS]

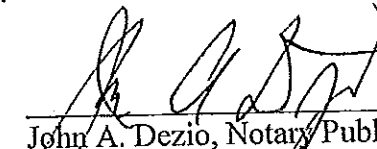
WITNESS the following signatures and seals.

 (SEAL)
Christopher V. Hyland

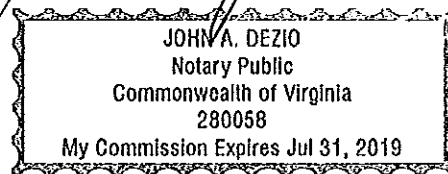
 (SEAL)
Denise Bell Hyland

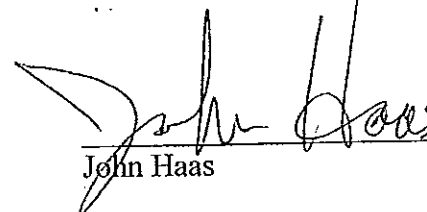
COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE, to-wit:

The foregoing Declaration was acknowledged before me this 29th day of August, 2016,
by Christopher V. Hyland and Denise Bell Hyland.


John A. Dezio, Notary Public

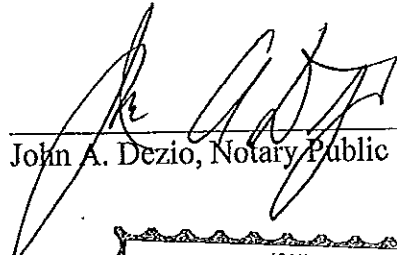
My commission expires: July 31, 2019
My Notary ID # 280058



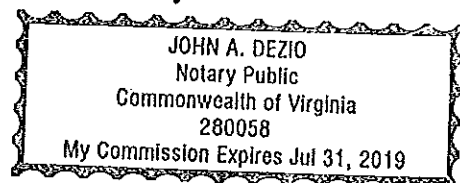
 (SEAL)
John Haas

COMMONWEALTH OF VIRGINIA
COUNTY OF ALBEMARLE to-wit:

The foregoing Declaration was acknowledged before me this 29th day of August, 2016,
by John Haas.


John A. Dezio, Notary Public

My commission expires: July 31, 2019
My Notary ID # 280058



Prepared by: John A. Dezio, Attorney
2350 Commonwealth Drive, Suite C
Charlottesville, VA 22901
(434) 244-0303

TMP: 05800-00-00-03200
05800-00-00-03500

DECLARATION

The PRIVATE STREET MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made this ____ day of August, 2016, by CHRISTOPHER V. HYLAND AND DENISE BELL HYLAND, formerly known as Denise Bell Read, husband and wife, (hereinafter the "Declarant"), whose address is 150 Lynx Farm Lane, Charlottesville, VA 22903.

WHEREAS, the Declarant is the owner of a parcel of land known as Albemarle County Tax Map 05800-00-00-0320 Albemarle County Tax Map 05800-00-00-03500 pursuant to a deed of record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia in Deed Book 1704, Page 47 in Deed Book 651, Page 553, and in Deed Book 1142, Page 426; and

WHEREAS, Declarant desires to establish an access easement for the benefit of Tax Map 05800-00-00-03200 over Tax Map 05800-00-00-03500, fifteen feet in width for ingress and egress to and from said property to a fifteen foot road leading to State Road 697, as shown on a plat of C. Steve Garrett, Land Surveyor, dated July 18, 2016, attached hereto and made a part hereof. On said attached plat this access easement is shown as the "New 15' Access Easement" located in the northwest corner of Tax Map 05800-00-00-03500.

NOW, THEREFORE, for and in consideration of the premises and the undertaking contained herein, the Declarant hereby imposes upon said parcels a Street to be maintained as follows:

MINIMUM STANDARD: The Street will be maintained in perpetuity to substantially the same condition as exists at the time of execution of this Agreement.

MAINTENANCE: For purposes of this instrument, 'maintenance', includes the maintenance of the private street, and related drainage facilities, and the prompt removal of

snow, water, debris, or any other obstruction so as to keep the private street reasonably open for usage by all vehicles, including the maintenance, replacement, reconstruction and correction of defects or damage, including, but not limited to, filling of holes, repairing cracks, repairing and resurfacing of roadbeds, repairing and maintaining drainage structures, removing debris, and other work reasonably necessary or property to repair and preserve the easement for all weather road purposes.

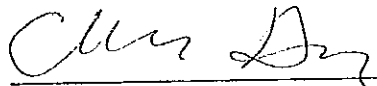
COST OF MAINTENANCE: The owners of TMP 05800-00-00-03200 shall be solely responsible for the cost of the maintenance of, and or repair to the Street. If the owner of a parcel having access over this easement damages or disturbs the surface of the roadway located therein, (other than normal automobile and service ingress and egress). Then, said owner shall be responsible to restore the road surface immediately to the condition in which it existed prior to the damage.

The lien may be enforced in the same manner as any association lien.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on its behalf by its duly authorized agent.

[SIGNATURE PAGE FOLLOWS]

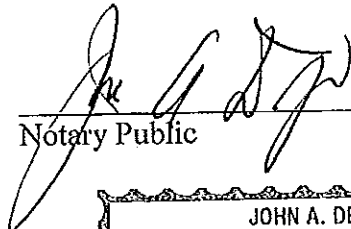
WITNESS the following signatures and seals.

By  (SEAL)
Christopher V. Hyland

By  (SEAL)
Denise Bell Hyland

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Albemarle, to-wit:

The foregoing Declaration was acknowledged before me this 29th day of August, 2016,
by Christopher V. Hyland and Denise Bell Hyland.


Notary Public

My commission expires:
My Notary ID #

