

PRIVATE IMPROVEMENT MAINTENANCE DECLARATION

This PRIVATE IMPROVEMENT MAINTENANCE DECLARATION (hereinafter, the “Declaration”) is made this **DAY** of **MONTH, YEAR**, by **OWNER1** and **OWNER2** (hereinafter, the “Declarant(s)”), whose address is **ADDRESS**.

WHEREAS, the Declarant(s) is/are the owner(s) of a parcel of land known as Albemarle County Parcel ID **PARCEL #**; and

WHEREAS, Albemarle County Parcel ID **PARCEL #** is being subdivided by the Declarant(s) into Lots # _____, as shown and described on a plat by **SURVEYOR NAME**, dated **DATE**, a copy of which is attached hereto and incorporated herein by reference (hereinafter, the “Plat”); and

WHEREAS, the access easement shown on the Plat is to be a new or existing # of **FEET WIDE** foot wide non-exclusive ingress and egress easement (hereinafter, the “Street”) for the use and benefit of Lots # _____ (**or all lots**) shown on the Plat.

NOW, THEREFORE, for and in consideration of the premises and the undertakings contained herein, the Declarant(s) hereby impose(s) the following obligations upon Lots # _____:

1. **MINIMUM STANDARD:** The Street shall be maintained in perpetuity to a standard that, at a minimum, ensures that it will remain in substantially the same condition it was in when approved by the County: (**describe the standard that the street will be constructed to. Example – a “X feet” wide base of gravel or a superior surface as agreed to in the future via supplemental declaration**). The travelway 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.
2. **DEFINITIONS:** For purposes of this instrument, “maintenance” includes the maintenance of the private streets or alleys, and all curbs, curbs and gutters, drainage facilities, utilities, dams, bridges and other private street improvements, and the prompt removal of snow, water, debris, or any other obstruction so as to keep the private street or alley 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.
3. **WHEN TO MAINTAIN:** After the initial construction of the Street, any further construction, maintenance or repair shall be undertaken only with the mutual consent of all owners, provided that in the event that (a) one or more of the owners determines that the Street is not safe and convenient for passenger automobiles and emergency vehicles at all times (except in severe temporary weather conditions), and (b) such

owner(s) give(s) 30 days prior written notice to all other owners using the Street, such owner(s) may commence or contract to bring the Street to the minimum standard, and the resulting costs shall be the responsibility of all owners using the Street.

- 4. **DEFAULTING OWNER(S):** If any owner(s) fail(s) to pay their proportionate share of the costs of maintenance or repair for which they are responsible, as provided hereinabove, any other owner(s) 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 of law against each defaulting parcel owner(s) 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 to secure the payment of any defaulting parcel owner(s)’ proportional share of maintenance or repair. The amount due by any delinquent owner(s) will bear interest at the maximum judgment rate provided by law from the date of completion of the maintenance. The delinquent owner(s) shall be liable for all costs of collection, including reasonable attorney’s fees.
- 5. **COST OF MAINTENANCE:** The owner(s) of Lots # _____ shall be equally responsible for the cost of the maintenance of and/or repair to the Street, from **LOCATION X** to **LOCATION Y**. Any further division of Lots # _____ shall require the reassessment of cost to be equally shared by all owners using the Street.
- 6. **No public agency, including the Virginia Department of Transportation and the County of Albemarle, Virginia, will be responsible for maintaining any improvement identified herein.**

IN WITNESS WHEREOF, the Declarant(s) has/have caused this Declaration to be executed on his/her/its/their behalf by his/her/its/their duly authorized agent.

BY: _____
OWNER

STATE OF VIRGINIA AT LARGE

CITY/COUNTY OF _____, to-wit:

The foregoing Declaration was acknowledged before me this ____ day of _____, 20____, by **OWNER**.

Notary Public

My commission expires: **DATE**