

Seller and Purchaser agree as follows:

1. Seller and Purchaser agree that Purchaser will contribute \$100.00 per year to the maintenance of that portion of private road from S.R. 610, fronting Tracts 1 through 44, as shown on a survey of land of CEDAR CREEK LAND CO., L.L.C., Buckingham County, Virginia by Berkley, Howell & Associates, P.C., Land Surveyors, dated July 7, 1998 and July 16, 1998.
2. In addition, Seller and Purchaser agree that all maintenance and upkeep, including snow removal, will be done on the basis of competitive bids and only as required and only on demand of one or more of the property owners serviced by said private road. No work will be undertaken where the projected cost will exceed \$500.00, until the consent of 75% of the property owners is obtained.
3. Seller and Purchaser agree that said upkeep and maintenance will be limited to that required by virtue of erosion and ordinary wear to the road surface unless otherwise agreed to by 100% of the property owners. All roads will remain private and will never be taken into the State system.
4. Purchaser agrees to attend a meeting of all property owners, at which time an individual or individuals will be elected by said property owners to handle the details of this agreement. This meeting will be held after a majority of the tracts are sold. The date will be announced at a later time with at least (1) one month notice.
5. The annual fee shall be due and payable in advance each year, with the first years payment due at closing and subsequent payments due on the anniversary date of closing each year. The money will be held in an Escrow Account by the Developer, and used for repairs as set out herein, and transferred to the Owners Association once such is in place. Cedar Creek Land Co., L.L.C., its successors and assigns, and all property owners and/or any incorporated or unincorporated property owners association in the COLES CREEK Subdivision shall expressly benefit by this Road Maintenance Agreement and may enforce same as a covenant appurtenant unto their respective lands.
6. If it is decided by the Owners Association that the stated amount is either to be increased or decreased, it shall be by vote consisting of 75% of the property owners.
7. Repairs and maintenance: Purchaser shall be responsible for repair of any damages to roads, ditches and road banks in the subdivision, resulting from the willful or negligent acts of himself or his agents or employees. Purchaser agrees to perform any such repairs at his own expense within a reasonable time, but not in excess of 30 days after written notice of such damages shall have been sent to Purchaser from Seller or the Owners Association.
8. Purchaser agrees to install all driveways and drainage pipes below the grade of the road and in such a way as to not disrupt the normal flow of water in the road ditch.
9. All property owners agree not to block, obstruct or redirect the flow of any existing natural water course, as shown on the above mentioned plat or apparent by a visual inspection.
10. Future seeding, if required along the ditches and road bank, shall be the responsibility of the Coles Creek Road Maintenance Association.
11. This agreement contains the entire understanding of the parties and may only be modified by written and agreed upon changes thereto and will be binding upon their heirs, successors and assigns of both the Purchaser and Seller.
12. Purchasers of adjoining multiple tracts (up to a total of 3) will be charged as one member. When and if one multiple tract is sold or any tract is further subdivided, each part of the parent tract will be required to become a member of the Association at the current assessment rate.
13. A safe Speed Limit of 20 miles per hour is to be maintained at all times and can only be changed by vote of 75% of the property owners.