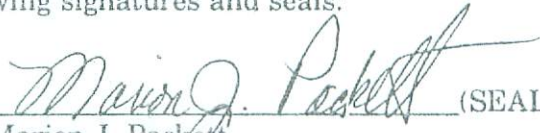


the purpose of ingress and egress to and from State Route 202 to the subject property, the metes and bounds of which are shown on a certain plat of survey made by Sterlin L. Headley, Land Surveyor,, dated April 19, 1993, entitled "Plat of 50' R/W; Being a Part of Cabin Ford Subdivision Located Between Hague and Mt. Holly," and recorded in the aforementioned Clerk's Office in Deed Book 424 at page 782, et seq.; being a portion of the real estate which was conveyed to Marion J. Packett by Robert Hunter Beale, et ux., by deed dated April 23, 1976, and recorded in the aforementioned Clerk's Office in Deed Book 258 at page 312.

SUBJECT, HOWEVER, to the restrictive covenant that no single-width trailers or single-width mobile homes shall be allowed upon said premises.

WITNESS the following signatures and seals:

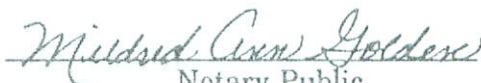
 (SEAL)
Marion J. Packett

 (SEAL)
Carolyn S. Packett


COMMONWEALTH OF VIRGINIA
County of Westmoreland, to-wit:

The foregoing instrument was acknowledged before me this 21st day
of April, 1994, by MARION J. PACKETT and CAROLYN S. PACKETT.

My commission expires 4/30/96.


Notary Public

(DEED PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

VIRGINIA: In the Clerk's Office of the Circuit Court of
Westmoreland County, April 21 19 94
The foregoing instrument, (with plat attached) was
this day presented to the Clerk, with certificate (s) annexed,
admitted to record at 3:12, after payment of \$
State Tax, \$ Local Tax and \$ tax imposed by
Sec. 58-54.1.
Teste: 

CABIN FORD VILLAGE ROAD & BASIN MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 13th day of April, 1994, between MARION J. PACKETT and CAROLYN S. PACKETT, his wife, hereinafter referred to as "Packett", and ELLA EUGENIA DORSEY.

W - I - T - N - E - S - S - E - T - H -

WHEREAS, Packett is the owner of two tracts of land, 35.67 acres and 13.66 acres of land located north of and adjacent to State Route 202, in Cople Magisterial District, Westmoreland County, Virginia, the metes and bounds of 35.67 acres are shown on a certain plat of survey by Arthur D. Whittaker, C.L.S., dated April 4, 1976, and recorded in the Clerk's Office of the Circuit Court of Westmoreland County, Virginia, in Deed Book 258 at page 314 and the metes and bounds of 13.66 acres are shown on a certain plat of survey by Arthur D. Wittaker, C.L.S., dated January 16, 1976, and recorded in the aforementioned Clerk's Office in Deed Book 257 at page 347, et seq.; and

WHEREAS, Packett has partially subdivided the aforesaid properties in compliance with the Westmoreland Subdivision Ordinance and the Chesapeake Bay Preservation Act which requires the establishment of private road(s) and infiltration basin which require maintenance, said road(s) and infiltration basin being shown on a certain plat of survey made by Sterlin L. Headley, Land Surveyor, dated April 19, 1993, and recorded in the aforementioned Clerk's Office in Deed Book 424 at page 782, et seq.; and

WHEREAS, Packett is desirous of establishing an Association for the purpose

Hutter Robertson Ltd
Mountross, CA 22520
4-29-94 BSK/PC

of assuring the perpetual maintenance of the private road(s) furnishing ingress and egress from the aforesaid parcels to State Route 202 and the perpetual maintenance of the infiltration basin, by requiring equal contributions thereto from the present and future owners of the aforesaid parcels.

NOW, THEREFORE, for and in consideration of the premises hereinabove set forth, the parties hereto do mutually covenant and agree as follows:

1. Packett covenants and agrees to construct the road(s) and infiltration basin and be responsible for all maintenance required to keep the road(s) and infiltration basin in its existing condition and affording year round service until such time as Packett has sold all parcels hereinabove referred to, or for a period of two (2) years from the date of the execution of this agreement, whichever shall occur first. During said term, Packett shall have the right to assess the individual parcel owners for an amount commensurate with their pro rata share of the maintenance cost based upon the number of parcels owned by each person, but subject to the conditions hereinafter set forth.

2. Upon the sale of all parcels by Packett, or upon the termination of the two (2) year period hereinabove set forth, the responsibility of the maintenance of the road(s) and infiltration basin shall be vested in the "Cabin Ford Village Road & Basin Maintenance Association."

3. The Association shall be comprised of the individuals owning lots in the Subdivision at that time or acquiring lots in said Subdivision thereafter.

4. The Association shall be governed by the principle that each parcel shall have one (1) vote with respect to all matters pertaining to the maintenance of the private road(s) and infiltration basin.

5. At the initial organizational meeting of the Association, the members shall elect a Director who shall be responsible for supervising the maintenance of the road(s) and infiltration basin and shall be authorized to act for and on behalf of the individual owners with respect to contracting with a reputable person, firm, or corporation who shall perform required maintenance.

6. All parties agree that the minimum maintenance shall permit the facilities to be used during all periods of the year.

7. Each individual Association member shall be responsible for paying his pro rata share of the actual cost associated with the foregoing maintenance, said cost not to exceed \$100.00 per year per lot, payable within thirty (30) days after receipt of statement from the Director.

8. All parties agree that any changes to this Agreement shall be with the unanimous consent, in writing, of all property owners.

9. Packett covenants that all conveyances from him shall incorporate the terms of this Agreement and that such terms and conditions shall run with the land and be binding upon the owners.

WITNESS the following signatures and seals this 21st day of April, 1994:

Marion J. Packett (SEAL)
Marion J. Packett