

ROAD MAINTENANCE AGREEMENT

DECLARATION OF RIGHT-OF-WAY AND MAINTENANCE TERMS

WHEREAS, DGS DEVELOPMENT, LTD., a Kentucky Limited Partnership (hereinafter referred to as "DEVELOPER") is the owner and developer of Cabin Creek Farms, as shown on the plat recorded in Plat Cabinet 4, Slide 216, of the Lewis County Clerk's records at Vanceburg, Kentucky; and

WHEREAS, access to Lots 5, 6, 7, 8, 9 and 10 is provided to and from said lots exclusively by virtue of a forty foot (40') wide right-of-way identified as Cabin Creek Lane as shown on said plat and access to Lot 3 can be provided by virtue of Cabin Creek Lane; and

WHEREAS, DEVELOPER finds it necessary to declare the right-of-way for ingress to and egress from said lots and to provide access for utility lines and to provide terms for maintenance of Cabin Creek Lane as shown on plat recorded in Plat Cabinet 4, Slide 216, of said records for the benefit of said Lots 3, 5, 6, 7, 8, 9 and 10.

NOW, THEREFORE, DEVELOPER hereby makes the following Declaration of Right-of-Way across, over and through Cabin Creek Lane and provide for maintenance of same, which right-of-way shall run with the land and be for the benefit of said lots as set forth below.

1. Lots 3, 5, 6, 7, 8, 9 and 10 of Cabin Creek Farms shall be benefited by a nonexclusive, perpetual common right-of-way across, over and through Cabin Creek Lane, which shall be a private road, as set forth on Record Plat of Cabin Creek Farms recorded in Plat Cabinet 4, Slide 216, of the Lewis County Clerk's records at Vanceburg, Kentucky for ingress to and egress from said lots and to provide access for utility lines.
2. The cost of repair, maintenance, construction or reconstruction, including the costs of returning the premises to the prior condition, with respect to Cabin Creek Lane, shall be allocated as follows:
 - A. The grantees, owners, successors and/or assigns of Lot 3 shall be responsible for five percent (5%) of same;
 - B. The grantees, owners, successors and/or assigns of Lot 5 shall be responsible for twenty percent (20%) of same;
 - C. The grantees, owners, successors and/or assigns of Lot 6 shall be responsible for twenty percent (20%) of same;
 - D. The grantees, owners, successors and/or assigns of Lot 7 shall be responsible for twenty percent (20%) of same;
 - E. The grantees, owners, successors and/or assigns of Lot 8 shall be responsible for fifteen percent (15%) of same;
 - F. The grantees, owners, successors and/or assigns of Lot 9 shall be responsible for ten percent (10%) of same; and
 - G. The grantees, owners, successors and/or assigns of Lot 10 shall be responsible for ten percent (10%) of same.

Provided, however, Lot 3 has road frontage on Kentucky Route 57. Should the grantee(s), owner(s), successor(s) and/or assign(s) of Lot 3 elect not to use Cabin Creek Lane for access to Lot 3, then the grantees, owners, successors and/or assigns of Lots 5, 6, 7, 8, 9 and 10 shall allocate the costs of same as set out below.

- A. The grantees, owners, successors and/or assigns of Lot 5 shall be responsible for twenty percent (20%) of same;
- B. The grantees, owners, successors and/or assigns of Lot 6 shall be responsible for twenty percent (20%) of same;
- C. The grantees, owners, successors and/or assigns of Lot 7 shall be responsible for twenty percent (20%) of same;
- D. The grantees, owners, successors and/or assigns of Lot 8 shall be responsible for fifteen (15%) of same;
- E. The grantees, owners, successors and/or assigns of Lot 9 shall be responsible for twelve and one-half percent (12.5%) of same; and
- F. The grantees, owners, successors and/or assigns of Lot 10 shall be responsible for twelve and one-half percent (12.5%) of same.

Any access, whether it be primary, secondary, occasional or sporadic, shall be considered use of Cabin Creek Lane.

3. Prior to any repair, maintenance, construction or reconstruction, for which the respective owners, grantees, successors and/or assigns of Lots 3, 5, 6, 7, 8, 9 and 10 will be in part responsible, an estimate shall be obtained for such repair, maintenance, construction or reconstruction and submitted to the other owner for review. If any owner is dissatisfied with such estimate, then no work shall be commenced for thirty (30) days following delivery of the initial estimate, during which period the dissatisfied owner/owners shall have the right to obtain other estimates from reputable contractors. At the end of the thirty (30) day period, the owners shall execute a contract based on the lowest estimate obtained. In the event of any emergency, as hereinafter defined, an owner may contract for the work to be performed without notice to the other owner and such contract shall be binding upon all owners, the same as if executed by or contracted by all owners. An emergency for purposes of this Declaration shall be defined as a situation in which essential services will be denied to any owner if repairs are not made immediately.

4. If any owners of 3, 5, 6, 7, 8, 9 and 10 fail to pay any amount which they are obligated to pay under this Declaration for repair, maintenance, construction or reconstruction or returning the premises to its original condition following repair, maintenance, construction or reconstruction, then in such event, the paying owners may pay, but are not obligated to do so, the amount owed by the nonpaying owner(s) and the paying owner(s) shall, in addition to any rights and remedies at law, be subrogated to the lien rights granted to third party contractors by statute or, in addition thereto, shall have a lien by virtue of this Declaration against the property of the nonpaying owner(s) to the extent of payments made on behalf of the nonpaying owner(s), with interest thereon at twelve percent (12%), per annum, on the unpaid balance and may institute foreclosure proceedings to enforce said lien rights.

5. Successors and Assigns - This Declaration shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors, and assigns.

6. Entire Understanding of the Parties - This Declaration represents the entire understanding of the parties with respect to the matters contained herein and shall not be amended, altered or changed except by instrument in writing executed by the parties hereto.

7. Recording - Because of the property rights conveyed herein, this Declaration shall be recorded with the Lewis County Clerk's office.

IN WITNESS WHEREOF, the undersigned hereby sets its hand this 14 day of SEPTEMBER, 2005.

DGS DEVELOPMENT, LTD.
A Kentucky Limited Partnership