

EXHIBIT "A"
ROAD MAINTENANCE AGREEMENT

Agreement made this 16th day of July, 1997, by and between JOHN E. VANDERPOOL, JR. and LORRIE A. VANDERPOOL of 1321 Lightfoot Road, Williamsburg, Virginia 23188, (hereinafter "Purchaser") and CEDAR CREEK LAND CO., L.L.C., A Limited Liability Company, having their usual place of business in the County of Campbell, Virginia (hereinafter "Seller").

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 which fronts Tracts 8 through 31, DEERWOOD FORD, SECTION II, as shown on a survey of land of CEDAR CREEK LAND CO., L.L.C., Pittsylvania County, Virginia by Berkley, Howell & Associates, Land Surveyors, dated the 16th day of January 1997.
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 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 a least (1) month notice.
5. No money shall be collected until Owners Association has held its first meeting and an officer or officers are elected to collect such funds. Cedar Creek Land Co., L.L.C., its successors or assigns, and all property owners and/or any incorporated or unincorporated property owners association in DEERWOOD FORD, SECTION II 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 in the subdivision, resulting from the willful or negligent acts of himself or his agents, servants, 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. 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.
10. 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.

WITNESS our hands and seals,

Curtis M. Bullard
CEDAR CREEK LAND CO., L.L.C.

John E. Vanderpool, Jr.
JOHN E. VANDERPOOL, JR.

Lorrie A. Vanderpool
LORRIE A. VANDERPOOL

| VIRGINIA: | |
|-------------|--------------|
| Clerk | 301 12.00 |
| St. R. Tax | 039 12.90 |
| Co. R. Tax | 213 4.30 |
| Grantor Tax | 038/220 9.00 |
| VSLF | 145 \$1.00 |
| Transfer | 212 1.00 |
| Tech Fee | 106 3.00 |
| Total | \$ 43.20 |

CLERK'S OFFICE OF THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

The foregoing instrument with acknowledgement was admitted to record on July 17 1997 at 9:22A M. in D.B. 1082 Page 107 Inst. No. 97-5177
 Taxis: H.E. HAYMORE, JR., CLERK
 By: Diana S. Rowland Deputy Clerk