

Road Maintenance Agreement
Between Mallards Crossing P.O.A Trustees
and
Hickory Cove Property Owners Association, Inc.

Overview- The Mallards Crossing Development (11 lots) is located at the Southerly end of Hickory Cove Lane on Pierpoint Court. and is a replica of Hickory Cove Lane extension (10 lots) both of which intersect at a cul-de-sac that is one and three tenths (1.3) miles from the end of the State maintained Route 654. That 1.3 miles of road, namely Hickory Cove Lane and Hickory Cove Lane extension are deeded to and maintained by the H.C.P.O.A. (Recorded in Book 768 Page 500 of the Bedford County Records). The Mallards Crossing road (Pierpoint Ct.) is identified on Map 241A4,1-11, as a composite of "right-of-ways" (to the midpoint of the Pierpoint Ct. road) granted by each individual property owner. Pierpoint Ct. was resurfaced in 1997 by Mallards Crossing property owners to match the equivalency of the H.C.P.O.A. maintained roads.

The maintenance of our roads is critical to the values of properties in both the Hickory Cove & Mallards Crossing developments. The Mallards Crossing Covenants (Section 16) authorize the Mallards Crossing Trustees to maintain Pierpoint Court. A substantial proportion of Mallards Crossing property owners are either voluntarily paying road maintenance fees assessed by the H.C.P.O.A. or are Declared members of the H.C.P.O.A. H.C.P.O.A. is maintaining Hickory Cove Lane and Barn Hill Lane as well as Pierpoint Court. Because it is of mutual benefit to both H.C.P.O.A. and Mallards Crossing property owners, the following agreement is made regarding road maintenance support.

Mallards Crossing Trustees authorize and H.C.P.O.A., Inc. agrees to provide maintenance of Pierpoint Court Rd. similar to that provided Hickory Cove Lane and Barn Hill Lane, namely routine road paving, right-of-way grass cutting, right-of-way bush hogging and snow plowing. The H.C.P.O.A. will not be responsible for the maintenance of the trees on Pierpoint Court but will consult with Mallards Crossing Trustees prior to any work on such trees required by road maintenance activities e.g. the cutting of roots affecting road surfaces.

Insurance will be provided Mallards Crossing property owners and trustees similar to that provided H.C.P.O.A. Inc. members. i.e. \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$1,000,000 Directors and Officers E & O.

H.C.P.O.A. will bill Mallards Crossing property owners directly for annual road maintenance assessments, starting September 1, 2000. (Current annual road maintenance assessments are \$200 for lots having homes and \$100 for undeveloped lots.)

In September of each year, H.C.P.O.A. will notify the Mallards Crossing Trustees of the Mallards Crossing Property owners who have not paid their assessments, the delinquent amounts, the period of the delinquency, and the total estimated costs of maintaining Pierpoint Court during the delinquency period. The Mallards Crossing Trustees then will seek to collect

the delinquency amount applicable to the maintenance of Pierpoint Court from said owners involved including, when necessary, the filing of a lien as authorized by Section 16 of the Mallards Crossing covenants. For services provided during the duration of this contract, such delinquent fees, when collected, shall be turned over to the H.C.P.O.A. All delinquent monies owed by Mallard Crossing property owners prior to September 1, 1999, when collected, shall remain the property of Mallards Crossing.

So that the views of Mallards Crossing Property Owners will be represented in the handling of road maintenance, H.C.P.O.A. agrees to allow at least one member from Mallards Crossing to attend H.C.P.O.A. Board of Director meetings. The voting status of such member(s) will be governed by H.C.P.O.A. rules.

This agreement may be terminated by a vote of the H.C.P.O.A. Board of Directors or by a vote of the Mallards Crossing Trustees. The party terminating the contract is responsible for giving the other party one-year notice of the termination

For Hickory Cove P.O.A, Inc.

For Mallards Crossing P.O.A.

_____/_____/_____ Date	_____ President	_____/_____/_____ Date	_____ Trustee
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_____/_____/_____ Date	_____ Secretary	_____/_____/_____ Date	_____ Trustee
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_____/_____/_____ Date	_____ Trustee
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when necessary, the hiring of a firm as authorized by section 10 of the Mallards Crossing covenants. For services provided during the duration of this contract, such delinquent fees, when collected, shall be turned over to the H.C.P.O.A. All delinquent monies owed by Mallard Crossing property owners prior to September 1, 1999, when collected, shall remain the property of Mallards Crossing.

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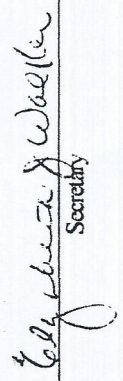
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For Hickory Cove P.O.A., Inc.

For Mallards Crossing P.O.A.


President

8/3/00 Charles Ungers 8/4/00
Date Trustee


Secretary

8/4/00 Robert E. Jensen 8/4/00
Date Trustee

J. Denise (Doe) Jackson 8/7/00
Trustee Date