

improvements be approved by sixty (60%) of the property Owners of the five parcels referred to herein, then each Tract Owner must contribute its 20% share of the costs incurred for the improvements.

3. Maintenance and Repair. 7 Lakes does hereby establish and declare that the Owner of each Tract described herein shall be equally responsible for all costs incurred to maintain said roadway. Each Owner of said Tract or Tracts described herein shall pay its 20% share for all costs and expenses incurred for the maintenance, preservation, repair and replacement of said roadway known as Rainey Morris Road.

4. Purpose and Binding Effect. Whenever in this Declaration an easement or covenant is established which burdens any Tract (the "Burdened Tract") for the benefit of any other Tract or Tracts (the "Benefited Tract" or "Benefited Tracts"), it is intended and understood that such burdens and benefits run with the title to each Burdened Tract and each Benefited Tract or Benefited Tracts, and are to be binding upon and inure to the benefit of the owner of such Tract or Tracts and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, and shall remain in full force and effect and shall be unaffected by any change in ownership of any of the Tracts, or either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Party or Owner, as used in this Declaration, shall mean the owner from time to time of the Benefited Tract or Benefited Tracts and the Burdened Tract or Burdened Tracts.

5. Interpretation of Declaration. This instrument is not intended to, and shall not be construed to dedicate the said easement areas to the general public. The easements granted to each party to the other are for the sole use of the agents, guests, patrons and other invitees of the parties hereto, their successors and assigns.

6. Duration. The declarations and covenants created hereunder shall be perpetual and shall remain in full force and effect until and unless terminated as required by law or unless terminated as to a portion of the easements by the Owners of all Tracts or unless modified in writing by the Owners of said Tracts.

7. STRUCTURE LOCATED ON PROPERTY IS RESTRICTED TO A MINIMUM OF 1,500 square foot home or cabin - NO MOBILE HOMES ALLOWED TO BE LOCATED ON SAID PROPERTY.

IN WITNESS WHEREOF, The parties have caused this Easement Agreement to be executed under seal as of the date and year first above written.

SEVEN LAKES, LLC

By: DEW LAND DEVELOPMENT CO., managing member

By: *Wayne De Fon* L.S.
As Its: *President*

Signed, sealed and delivered before me this 18th day of February, 2010.

Jan J. McElreath
WITNESS

TBM
NOTARY PUBLIC

