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Karen Raines
2944 Oak Groveland.
Dahlonega, Ga 30533

ROAD MAINTENANCE AGREEMENT

STATE OF GEORGIA
COUNTY OF LUMPKIN

This Road Maintenance Agreement made and entered into this 26th day of February, 2007, by and between Karen Raines and Betty Raines of County of Lumpkin, State of Georgia, hereinafter referred to as "parties of the first part", and Daniel Raines, Ernest G. Williams, OSAE Group, Inc., Dale Cain, Terry Hawkins, Brandy Hawkins, Karen Raines, Alice Grizzle, Stanley Burns, and Nicholas Gentry, of the State of Georgia, hereinafter referred to as "parties of the second part."

WITNESSETH

WHEREAS, parties of the first part are the owners and developers of certain land located in Lumpkin County, Georgia, being more particularly described on that certain plat of survey for "Karen Raines and Betty Raines" as recorded in Plat Cabinet One, Slide 140, Plat 200, Lumpkin County Records; and

WHEREAS, parties of the second part have purchased lots in said development; and

WHEREAS, the parties hereto hereby desire to establish a road maintenance agreement and easement so as to maintain and use the roads shown as "Deer Lane Spur" on said plat of survey and "Deer Lane" which connects subject properties with Burnt Stand Road; and

WHEREAS, the parties hereto hereby desire to place of record that the correct name for "Deer Lane Spur", according to the Lumpkin County Planning Commission, is "Wild Deer Trace". The label of Deer Lane Spur was a scrivener's error created by the surveyor; and

WHEREAS, the parties hereto desire that the benefits and obligations set forth in this agreement run with the land;

NOW THEREFORE, the parties hereto agree as follows:

The Owners herein recognize that any and all means of ingress and egress to the property are considered by the Planning Commission of Lumpkin County, and the governing body of Lumpkin County to be private ways not maintained by said governing body; therefore the Owners herein hereby agree that they will each be responsible for their share of the upkeep and maintenance of said private way, holding completely harmless the governing body of Lumpkin County of any necessity for such upkeep and maintenance.

1.

The parties of the first part hereby grant unto the parties of the second part a perpetual, non-exclusive easement for ingress and egress over Wild Deer Trace and Deer Lane.

2.

The parties hereto hereby agree that each Lot owner will pay a one-thirteenth (1/13) of the costs and maintenance of Wild Deer Trace and Deer Lane.

3.

Prior to any costs being incurred in association with the maintenance of said roads, the parties hereto hereby agree to obtain consent from seventy-five (75%) of the parties bound by this agreement. Each lot shall have one vote, regardless of the number of owners of said lot. If any maintenance costs are incurred without said consent, the costs shall be bore solely by the party which caused said maintenance to be done.

4.

Any costs incurred due to damage to the roads caused by construction on any of the Lots shall be the sole responsibility of the owner of the Lot which is under construction.

5.

This agreement shall be binding on and shall inure to the benefit of the heirs, successors and assigns of all of the undersigned. This agreement shall run with the land.

IN WITNESS WHEREOF the parties hereto have set their hands and affixed their seals on the day and year first above written.

Sworn to and subscribed before
me this 26th day of February, 2007.

AS TO: Parties of the First Part

Nancy W. Ingleve
Unofficial Witness

Karen Raines (SEAL)
Karen Raines

Angela G. Clark
Notary Public
State of Georgia

Nancy W. Ingleve
Unofficial Witness

Betty Raines (SEAL)
Betty Raines

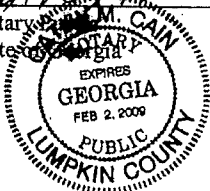
Sworn to and subscribed before
me this 26th day of February, 2007.

AS TO: Parties of the Second Part

Amie Wojaske
Unofficial Witness

Daniel Raines (SEAL)
Daniel Raines

Cathy M. Cain
Notary Public
State of Georgia



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Sworn to and subscribed before
me this 17th day of February, 2007.

Amy Baisak
Unofficial Witness

Ernest G. Williams (SEAL)

Cathy M. Cain
Notary Public
State of Georgia

Sworn to and subscribed before
me this 26th day of February, 2007.

Amy Baisak
Unofficial Witness

AS TO: OSAE Group, Inc.
David McDowell
By: David McDowell, CEO

Cathy M. Cain
Notary Public
State of Georgia

(Affix Corporate Seal)

Sworn to and subscribed before
me this 12th day of February, 2007.

Kelly Bennett
Unofficial Witness

Andy Hawkins (SEAL)

Cindy Evans
Notary Public
State of Georgia

Sworn to and subscribed before
me this 12th day of February, 2007.

Kelly Bennett
Unofficial Witness

Andy Hawkins (SEAL)

Cindy Evans
Notary Public
State of Georgia

Sworn to and subscribed before
me this 17th day of February, 2007.

Amy Baisak
Unofficial Witness

Alice Grizzle (SEAL)
Alice Grizzle

Cathy M. Cain
Notary Public
State of Georgia

Sworn to and subscribed before
me this 26th day of February, 2007.

Nancy W. Truelove
Unofficial Witness
Angela G. Clark
Notary Public
State of Georgia

Karen Rains (SEAL)
NOTARY PUBLIC
EXPIRES
GEORGIA
OCT 1 2007
PUBLIC
HALL COUNTY

Sworn to and subscribed before
me this 26th day of February, 2007.

Nancy W. Truelove
Unofficial Witness
Angela G. Clark
Notary Public
State of Georgia

J. Burns (SEAL)
NOTARY PUBLIC
EXPIRES
GEORGIA
OCT 1 2007
PUBLIC
HALL COUNTY

Sworn to and subscribed before
me this 26th day of February, 2007.

Nancy W. Truelove
Unofficial Witness
Angela G. Clark
Notary Public
State of Georgia

A. Gentry (SEAL)
NOTARY PUBLIC
EXPIRES
GEORGIA
OCT 1 2007
PUBLIC
HALL COUNTY

Sworn to and subscribed before
me this 26th day of February, 2007.

Dale Cain
Unofficial Witness
Angela G. Clark
Notary Public
State of Georgia

Dale Cain (SEAL)
Dale Cain
NOTARY PUBLIC
EXPIRES
GEORGIA
OCT 1 2007
PUBLIC
HALL COUNTY

EXHIBIT A

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 44, 13TH DISTRICT, 1ST SECTION, LUMPKIN COUNTY, GEORGIA AND BEING FULLY DESCRIBED BY A PLAT PREPARED BY DOUGLAS SHERRILL, GEORGIA REGISTERED LAND SURVEYOR, DATED AUGUST 15, 2006, REVISED DECEMBER 6, 2006 AND LAST REVISED APRIL 13, 2007 AND AS PER SAID PLAT, THE PROPERTY CONTAINS 1.064 ACRES, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS LOT 7. THE SUBJECT PLAT BEING OF RECORD IN PLAT CABINET ONE, SLIDE 149, PAGE 169, LUMPKIN COUNTY RECORDS. SAID PLAT IS HEREBY INCORPORATED BY REFERENCE.

ALSO CONVEYED HEREIN IS AN EASEMENT FOR INGRESS AND EGRESS OVER WILD DEER TRACE AND DEER LANE AS SHOWN ON THE ABOVE REFERENCED PLAT OF SURVEY.

SUBJECT PROPERTY IS CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANTS:

- 1) STICK BUILT SINGLE FAMILY RESIDENCES ONLY WITH A MINIMUM OF 1600 SQUARE FEET OF HEATED SPACE. NO MOBILE HOMES OF ANY TYPE SHALL BE ALLOWED.
- 2) EXTERIOR OF ALL RESIDENCES AND ANY OUT BUILDINGS TO BE COVERED WITH WOOD SIDING. ANY OTHER EXTERIOR SIDING MUST BE APPROVED IN WRITING BY DEVELOPER PRIOR TO PLACEMENT OF SIDING ON THE STRUCTURE.
- 3) NO POULTRY HOUSES OR COMMERCIAL BREEDING FACILITIES SHALL BE ALLOWED ON ANY PORTION OF SUBJECT PROPERTY.

THIS CONVEYANCE IS MADE SUBJECT TO THAT ROAD MAINTENANCE AGREEMENT RECORDED IN DEED BOOK 1032, PAGE 157, LUMPKIN COUNTY RECORDS.

THIS CONVEYANCE IS MADE SUBJECT TO EASEMENTS FOR PUBLIC ROADS AND UTILITIES NOW IN USE.

THIS CONVEYANCE IS MADE SUBJECT TO ANY EASEMENTS OF RECORDS OR EASEMENTS LOCATED ON THE PROPERTY ABOVE DESCRIBED.