

administrators, and assigns, forever, it being understood and agreed that said usage shall be confined to one residence and guest house on each of the tracts described herein and the usual appurtenances thereto and shall not be used for any commercial purpose.

2. The parties hereto shall have equal right to the water supplied by the well described herein and all expenses necessary to the proper maintenance and upkeep of said well shall be shared equally between the parties and their heirs, executors, administrators, and assigns forever.

3. The parties hereto shall not use the well described herein or their respective tracts of land for any purpose or in any manner that would result in the pollution of the water supplied by said well.

4. Should any mortgage or deed of trust be foreclosed on the property to which this agreement refers, then the title acquired through such foreclosure and the person or persons who thereupon and thereafter become the owner or owners of such property shall have the benefit of and shall be subject to and bound by all the agreements, conditions and restrictions enumerated herein.

5. This covenant applies and runs with the land described herein and all successive future owners and occupants have the same right to invoke and enforce the agreements, conditions and restrictions enumerated herein as the original parties hereto.

IN WITNESS WHEREOF, the parties hereby have hereunto set their hands and seals this 21st day of December, 1976.

In the Presence of:

Van D. Quinn
Frank P. H. Jr.

Duncan R. LaGarde
Duncan R. LaGarde

Shirley J. LaGarde
Shirley J. LaGarde

Adam Fisher, Jr.
Adam Fisher, Jr.

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