

agreement whereby it and the Mortgagee do agree, that upon the occasion of such future development, that the Owner, its successors, heirs and assigns and its tenants may continue to have the unrestricted easement between the property described in Schedule "A" and that described in Schedule "B" concerning the use and enjoyment of the recreational facilities, walkways and roadways located on the property shown in Schedule "A" and over that portion of the property shown in Schedule "B" to be constructed; such construction to consist of similar apartments together with appurtenant walkways, roadways, recreational facilities and parking areas.

NOW, THEREFORE, for and in consideration of the sum of FIVE (\$5.00) DOLLARS, receipt of which is hereby acknowledged, paid by each party to the other and for other rights, covenants and conditions hereinafter set forth, the following easements are created and the following agreements are hereby made:

1. The Owner and the Mortgagee each to the other and the declarants each to the other hereby grant, bargain, sell and release a joint and equal right to the unrestricted use and enjoyment of the recreational facilities, walkways and roadways built on the property designated in Schedule "A" for the unrestricted use and enjoyment of the owners and tenants and their invitees, guest and tenants of the property designated as Schedule "A" and Schedule "B" including, but not limited to the right of vehicular and pedestrian access and for ingress and egress to and from, in, upon and between said Schedule "A" and Schedule "B" or any portions thereof on the walkways and roadways located or to be located thereon and including the use of the tennis courts, recreational halls, swimming pools, club houses, ponds, picnic grounds, play

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