

areas and like facilities, all such facilities being defined as "recreational facilities". The use of the walkways and roadways and the recreational facilities being subject to such regulations as may hereinafter from time to time be agreed upon by the Owners of the property described in Schedule "A" and by the Owners of the property described in Schedule "B", with the approval of the mortgagee or mortgagees.

2. That the Mortgagee does hereby covenant and agree that when such agreement, for the joint use and easement, are arrived upon by the Owners of the property designated in Schedule "A" and in Schedule "B" then the Mortgagee does hereby covenant and agree that it shall, subject to its approval of the terms and conditions of such easement agreement, enter into such an agreement for the purposes of establishing joint and mutual easements so as not to restrict the right of the Owners, their tenants, guests, invitees to the use and enjoyment and benefit of the common recreational facilities, right of ingress and egress now existing or to be constructed on either property hereinabove referred to.

3. Nothing contained herein to the contrary withstanding does the Mortgagee relinquish, waive, discharge, or release any lien that it may have now or in the future on the property set forth in Schedule "A" or Schedule "B", except as hereinabove provided for.

4. Provided further that in the event of the foreclosure of any mortgage held on the property set forth herein in Schedule "A" and Schedule "B", this agreement and any subsequent agreements made with the consent of the mortgagees are hereby made as a part of said mortgagee' or mortgagees' security and

(Continued<sup>3</sup> on next page)