

NOW THEREFORE, for and in consideration of Five (\$5.00) Dollars, each paid by one to the other, the receipt of which is hereby acknowledged, and in further consideration, the parties do hereby agree that this Agreement supersedes the above referred to prior Agreement and is in fact the full and final Agreement as hereinafter set forth and the following Agreement is hereby made:

1. That the Owners and Mortgagees do hereby covenant and agree that a joint use and easement is hereby granted unto the Owners, tenants, guests and invitees of the property described in the above referenced Agreement as Schedules "A" and "B" for their joint use and enjoyment and benefit of all the recreational facilities located on the property described in the above referred to Agreement, including but not limited to recreational halls, clubhouse, ponds, picnic areas, playgrounds, tennis courts and swimming pools and any other area whose primary function is recreational. Together with the right of ingress and egress along such interior roadways and walkways as is necessary to insure easy access to said facilities. The use of the walkways and roadways and the recreational facilities shall be subject to such rules and regulations as may hereinafter be agreed upon by the Owners and with the approval of all Mortgagees of record.

2. That the parties hereto agree that these rights are pertinent and run with the land and may not be cancelled without the written consent of each party or its successors, heirs or assigns.

3. The parties hereto further agree that in the event the ownership of the property is sold, transferred or conveyed by Ewing-Hungiville Realty and Construction, Inc., that the subsequent owner of any of the property set forth in Schedule "B" of the above referenced Agreement shall pay to the owner of the property described as Schedule "A" property in said Agreement, its pro rata share based upon the total number of rental units on both properties

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