

responsible for maintaining and repairing streets, roadways, paths, walkways, and parking places. Should any such owner fail to maintain and repair the streets, roadways, paths, walkways and parking places located on the land owned by each owner (hereinafter called a "Defaulting Owner"), then the owner or owners of the remaining portions of the Property shall have the right, but not the obligation, to effect such maintenance and repair at the expense of the Defaulting Owner after thirty (30) days after written notice is sent to the Defaulting Owner of the objections which such other owner or owners have to the performance of such maintenance and repair by such Defaulting Owner. Should any Defaulting Owner fail to pay the cost of such maintenance and repair for which such owner or owners are responsible, within thirty (30) days after receiving written demand for such payment from the owner or owners who had performed such maintenance and repair, then the use of the easements described in this Paragraph 1. shall be restricted and denied, until such payment is made and received, as to the Defaulting Owner and the lessees, patrons, guests, invitees, employees, independent contractors and successors and assigns of the Defaulting Owner.

2.

No owner of the Property or any portion thereof, or anyone holding by, through or under any such owner shall erect or permit any barrier, fence or other impediment which shall prevent or impair the use of the easements herein granted; provided, however, that such easement shall be subject to such traffic controls, directions and restrictions as shall from time to time be imposed upon all motor vehicular traffic using the Property.

3.

The development of Tract B shall be limited so as to achieve a ratio of not less than 5.5 automobile parking spaces on the Property per 1,000 square feet of gross leaseable area in all buildings now or

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