

guests, invitees and licensees of its lessees, a nonexclusive easement of access to, and the nonexclusive right to enjoy and utilize, all recreational facilities and amenities located within Phase I, including swimming pools, clubhouse, tennis courts, and boat and large vehicle parking area. Said easement shall be perpetual and shall be deemed to run with the land, SUBJECT TO the right of Shelter - I, or its successors, or assigns, to terminate said easement, rights and privileges for the reasons set forth below.

7. All costs associated with maintenance, operation, and replacement of the recreational facilities and amenities described in the preceding paragraph shall be shared by the owners of Riverbend - Phase I and the owners of Riverbend - Phase II on a prorata basis, according to the number of apartment and/or condominium units in Phase I shall be responsible for operating and maintaining these facilities and for keeping appropriate records as to the costs expended in so doing. Said owners shall deliver statements to the owner(s) of Riverbend - Phase II on a monthly basis, setting forth the total expenses incurred in the previous month and showing the share to be paid by the owner(s) of Riverbend - Phase II. These expenses shall include all overhead and management fees incurred or paid by the owner(s) of Riverbend- Phase I in maintaining and operating such facilities, as well as capital expenditures for the replacement of such facilities. In the event the owner(s) of Riverbend - Phase I

008

4328 RV-2