

protest or otherwise) of all past due amounts of such prior Owner's share of Operating Losses payable to the Demanding Owner;

then and in either such events the Demanding Owner shall be entitled to bar said trustee, referee, receiver or buyer at a foreclosure sale (and all parties claiming either under or through any of the foregoing or their predecessors in title) from the use and enjoyment of the recreational facilities upon the Project of the Demanding Owner, it being understood that such bar shall be in addition to any other remedies that may be available to the Demanding Owner.

7. Utility Service Easements. Each Owner (the "First Owner") hereby grants, bargains, sells and conveys unto the other Owner or Owners (the "Second Owners"), their respective heirs, successors and assigns, the right at any time or times during the duration of these Mutual Easements and Agreements to establish one or more additional easements or rights of way over, under or across the First Owner's Project for the purpose of providing, maintaining, constructing, reconstructing and repairing electric, gas, water, storm or sanitary sewer, telephone, or drainage lines and facilities for providing utility services to the Second Owner's or Owners' Project, subject to the following:

a. Each such easement shall have a right of way no greater than is required for the installation and maintenance of such utility and no easement shall be located in such manner as to unreasonably interfere with the use and enjoyment of the First Owner's Property;

b. Such additional utility easements shall be granted, within thirty (30) days after written request therefor, in writing in recordable form with such provisions and terms as shall reasonably be requested by the party seeking to use such utility easements;

c. All costs and expenses of locating, preparing, and recording such utility easements shall be paid by the Owner benefitting from such easement. At the time or times of actually physically installing the utility, the Owner making such installation shall be responsible for restoring the affected property by appropriate grading, seeding and landscaping, leaving sufficient topsoil for proper maintenance in keeping with the maintenance of the adjoining areas owned by each Owner;

d. The utility easements granted under this section shall have unlimited duration and all utility lines, poles, pipes, wires, meters, pumps and other equipment and appurtenances necessary for or useful in the maintenance, operation and repair of the utility services located within the easement areas shall be and remain the sole property of the party having the rights to use the easement;