

whichever is earlier, in which event the grant of easement and all obligation for contribution to the Maintenance of the improvement thereon, and all liability or obligation for the performance by the owner of said parcel of any and all terms and/or conditions of this instrument, shall be thereupon terminated, cancelled, released and discharged in perpetuity as to said mortgagee, any and all prior, present and/or future owners of said parcel, their respective successors and assigns, and any and all persons whomsoever, claiming or seeking to claim any interest in, or use or enjoyment of, said easement under or by virtue of them or any of them.

13. Associates hereby creates, grants, and declares a non-exclusive easement in favor of the owner of Parcel H and its successors and assigns forever, as an easement appurtenant thereto and as a covenant running-with-the-land in perpetuity, to have ingress, egress and access over and across any and all streets, walks, driveways and curb cuts on the land comprising the Recreation Facilities, as described elsewhere in this instrument, to and from any and all public streets, ways or roads contiguous to the parcel of land on which such Recreation Facilities are situated or which comprise a part of the same, in the event of any severance of title in the said Recreation Facilities from title to the balance of Parcel "H" by reason of any foreclosure of any mortgage, sale of said property in lieu of foreclosure, entry of any mortgagee in possession thereof, or other cause, event or thing whatsoever.

14. The parties acknowledge and agree that any and all reference in this instrument to "tenant", "tenants", "residential unit" or "apartment" shall respectively include but not be limited to tenants under leases, the owners and/or occupants of condominium units, the occupants of cooperative

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