

interest in or to such easement or the real property on which the same is located, nor be entitled to exercise, enforce or assert any right, claim or cause of action as to the easement or as to any extinguishment, modification, or change in the easement or as to the property or improvement which is the subject of the easement, or as to any rules, and/or regulations for the use or enjoyment thereof. The use or enjoyment of the easements described in paragraphs "7", "9" and "10" of this instrument by any such grantee, its successors, assigns or tenants shall also be conditioned upon and subject to contribution by that grantee and its successors and assigns of the above-described amount of the "Maintenance" as to that improvement, and notwithstanding the use or enjoyment or lack of use or enjoyment of any or all of the easements described in paragraphs "7", "9" and/or "10" of this instrument by said grantee, its successors, assigns, and/or tenants, each grantee and its successors and assigns shall respectively contribute to the Manager of the improvement the following sums for Maintenance as to the same:

(i) As a group, the owners of parcels A, C, D and G shall contribute 24.52 percent of the Maintenance from on and after the date all of the residential units on parcel A are completed; a total of 49.28 percent of the Maintenance from the date all the residential units on parcels C and G are completed; and a total of 62.38 percent of the Maintenance from the time all the residential units on parcel D are completed. For purposes of this instrument, by "completed" the parties mean the date as of which all the certificates of occupancy or like evidence of habitability as to such residential units are issued to the owner of such premises.

(ii) As a group, the parcel owners of parcels E and F shall contribute the difference between the respective percentages described in (i) above and 100 percent of the Maintenance each year, as such percentages appear from time to time.

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