

2.30 Trees. No living tree having a diameter greater than ten inches four feet from ground level may be cut on any land without first obtaining the written consent of the Architectural Committee, except such trees as shall be growing within twenty (20) feet of the radius of any building located on the Real Property.

2.31 Motor Scooters and Motorcycles. No motor scooter, motorcycle or go-cart shall be operated on any portion of the Real Property.

2.32 Access. There shall be no access from any Numbered Lot as shown on the Plat on the perimeter of the property thereon shown, except to and from designated streets and roads located exclusively within the boundary or perimeter lines of Holly Tree Plantation as shown on the Plat.

2.33 Rubbish Removal. The owner of each Numbered Lot, improved or unimproved, shall keep the same free of tall grass, undergrowth, dead trees, dangerous and dead tree limbs, weeds, trash, and rubbish, which Numbered Lot shall at all times be maintained in such a manner as to prevent the same from becoming unsightly, unsanitary or a hazard to health and in a neat and attractive condition. In the event the owner of any Numbered Lot fails to comply with the terms of this paragraph, the Developer and/or the Homeowners Association shall have the right (but not the obligation) to go upon such Numbered Lot and to cut and remove tall grass, undergrowth, weeds, rubbish and any other unsightly or undesirable things and objects therefrom, and to do all other things and perform and furnish any labor necessary or desirable in its judgment to maintain the Numbered Lot in a neat and attractive condition, all at the expense of the owner of such Numbered Lot, which expense shall become payable by the owner to the Developer and/or Homeowners Association on demand, and if not paid on demand by such owner, the reasonable cost of such shall be added to and become a part of the annual assessments hereinafter provided in Article VI to which such Numbered Lot is subject. Neither the Developer nor the Homeowners Association, as the case may be, nor any of its agents, employees or contractors shall be liable for any damages to any person which may result from the exercise of any of the rights conferred upon them as set forth in this paragraph.

### ARTICLE III

#### LAKE AND RECREATIONAL ABUTTING PROPERTY

The following additional covenants and restrictions are hereby made applicable to any portion of the Residential Area containing Numbered Lots or the Multi-Family Area containing multi-family dwellings which adjoin any golf course, lakes or the Recreational Area designated on the Plat as the Recreational Area, to-wit:

3.1 Lakes and Golf Courses in Recreational Areas. Except as specifically provided to the contrary in paragraph 3.2, hereinafter, the area designated as the Recreational Areas on the recorded Plat, and any lakes or golf courses contained exclusively in the Recreational Area, shall remain privately owned and the sole and exclusive property of the Developer, its successors and assigns. No structure of any kind shall be erected, placed or permitted to remain over, into or upon any portion of the Recreational Area, or any lake or stream contained exclusively therein, unless placed thereon by the Developer.

3.2 Lakes Projecting Into Multi-Family Areas. Where any lake projects across a property or boundary line from the Recreational Area into the Multi-Family Area or Areas, the Developer and the owner or