

owners of the Multi-Family Area involved do hereby grant to each other a reciprocal easement to use the whole of the lake involved for beautification and recreational purposes. Title and ownership to that portion of any lake which lies or is contained within the boundary lines of the Multi-Family Area or Areas, and without the boundary lines of the Recreational Area, as shown on the recorded Plat, shall be deemed for all purposes to be owned by the owner or owners of the Multi-Family Area or Areas involved, subject to the aforesaid reciprocal easement.

3.3 Trimmed Lines. The owner of the Real Property which adjoins or abuts the Recreational Area or a lake connected therewith shall keep his property trimmed, cut and properly maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank or golf course and prevent erosion.

3.4 Dredging and Filling. No Real Property on said Plat outside the Recreational Area shall be increased in size by filling in water on a lake on which such property abuts, nor shall any such Real Property be dug out or dredged so as to cause the water of the lake to protrude into such Real Property. No owner of Real Property outside the Recreational Area adjoining a lake shall pump or otherwise remove water from said lake.

3.5 Rocks, Stones, Debris. No rocks or stones and no trash, garbage, sewage waste water, (other than surface water,) rubbish, debris, ashes or other refuse or debris shall be deposited on the Recreational Area or lake located thereon.

3.6 Rights to Recreational Area. Except as permitted in paragraph 3.2, above, the owner of any Real Property outside the Recreational Area shown on the Plat shall not acquire, and shall not have at any time, any rights, ownership, title, interest, easements or privileges of any kind into, over or with respect to the Recreational Area. In the event the owner of such Real Property or any other persons be permitted or allowed the rights to use any part of a golf course, lake or the Recreational Area either by acquiescence or express consent of the Developer, all such rights may be terminated and cancelled by the Developer at any time with or without cause or liability to anyone.

3.7 Golf Ball Retrieval Easement. The Developer, its successors and assigns, reserves an easements for itself, its members, guests, invitees and licensees to enter upon any Real Property adjoining any golf course in the Recreational Area for the purpose of retrieving of wayward golf balls.

3.8 Riparian Rights. Except as permitted in paragraph 3.2, above, no owner of Real Property contiguous to a lake or stream shall have riparian rights with respect to such lake or stream or the land thereunder or the water therein, or acquire title to any land by accretion or reliction. The Developer shall not be liable for damages to any owner of any Real Property fronting on any lake or stream caused by erosion, washing or other action of the water of any lake or stream.

3.9 Pollution. No Real Property shall be used in such a manner as would result in the pollution of any lake, stream or waterway that flows through or adjacent to such Real Property either by discharge therein of refuse, sewage or other material or by any action or conduct which might tend to pollute the waters of any such stream or lake or otherwise impair the ecological balance of the surrounding waters and land.