

Please read these Waterfront Covenants

Section 14. Waterfront Land.

(a) On Lots adjacent to lakes, ponds, rivers, streams, creeks or other water bodies or courses:

(i) No boat canal shall be dug or excavated therein, except with the prior written approval of the Architectural Control Committee of plans and specifications for said digging or excavation.

(ii) No bulkheading, barge, docks, piling, float or other marine structure shall be erected adjacent thereto or thereupon, without the prior written approval of the Architectural Control Committee of plans and specifications for such Structure; and

(iii) No refuse of any kind shall be placed on or disposed of therefrom into the adjacent waters.

(iv) No fencing shall be placed within thirty (30) feet of the lake or pond except as may be placed on the Common Area with the prior written approval of the Architectural Control Committee.

(v) No accessory structure shall be placed within thirty (30) feet of the lake without the prior written approval of the Architectural Control Committee and no clearing or landscaping shall be allowed within thirty (30) feet of the lake without prior written approval of the Architectural Control Committee. This provisions shall not apply to improvements made by the Developer on the Property.

(b) On lakes, ponds, rivers, streams, creeks or other water bodies or courses comprising any part of the Common Property, (i) no boat shall be moored so as to obstruct navigation; (ii) no power boat shall be allowed; and (iii) no boat of length greater than fifteen (15) feet, except canoes, ; shall be launched or used. Additionally, no boat or canoe shall be allowed to remain in the water while the same is not in use.

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(c) The lakes which are depicted on the Plats of the Development and which are part of the Common Property are and shall be maintained only as lakes and, to this end, the Association shall not cause or permit to be caused any act or acts to the contrary.

(d) On Lots which either abut or are located partially within the lake now located upon the Property, Declarant hereby expressly reserves unto Declarant and to the Association, the following rights and easements:

(i) A perpetual non-exclusive easement for the benefit of only such parties as are expressly named immediately above over that portion of the Property from time to time covered with the waters of such lake and also the embankment thereof within thirty (30) feet of such water line for ordinary and customary lake maintenance and/or landscaping.

(ii) A perpetual non-exclusive easement over that portion of the Property now or hereafter covered by the lake for purpose of soil erosion and sediment control:

from other portions of the Property, which shall include, without limitation, the right to allow runoff of sediment, dirt, rock and other materials to flow from other portions of the Property and to have no responsibility to Owners of the Lots abutting the lake for water clarity or siltation to the lake.

(iii) Nothing herein shall be deemed to give any rights for the use of Lots adjacent to lakes to individuals other than the Owners of such Lot, except for the rights specifically provided for herein.

(e) The Owners of a Lot adjacent to a lake, pond, river, Stream, creek or other water body or course expressly acknowledges, by acceptance of a deed thereto, that such Lot may be subject to different treatment by the Architectural Control Committee than other Lots in order to enhance the appearance of the entire Property.