

COVENANTS

LOWER LEISURE LAKE PROPERTY OWNERS ASSOCIATION

Section 1: All of the water in, and the land under, Lower Leisure Lake is and will be owned by the Lower Leisure Lake Property Owners Association, hereafter called the Association, except in those cases where title has been granted to the homeowner. In case of the Patio Homes, where title to the sidewalks and seawalls has not been granted, this transfer will be available to the Patio Homes Association, when formed, but all legal expenses associated with the transfer are to be paid by the Patio Home Association. The normal pool water elevation of said lake is at elevation 298 feet, and the high water elevation of said lake is at elevation 303 feet.

Section 2. Reservation of Easement in Development for Operation of the Lake. The Association reserves unto itself, and its successors, assigns and licensees, an easement upon, across and through each of said lots contiguous to said lake as provided in Section 1 above in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Association nor any successor or assign of the Association shall be liable for damages caused by ice, erosion, washing or other action of the water or for any damage caused through the exercise of said easement. The Association will have no responsibility for sea walls or sidewalks within the subdivisions.

Section 3. Reservation of Right For Association to Change Water Elevation in Lake. The Association reserves to itself, and its successors and assigns, the right to raise and lower the elevation of said lake for maintenance purposes or flood prevention, but neither the Association, nor any successor or assign of the Association shall have an easement to raise (by increasing the height of any dam or spillway, or otherwise) the high water elevation of said lake to an elevation above that indicated on Leisure Lake development plats. The Association may lower the water level in the case of emergency situations and to allow property owners to perform maintenance to the docks, seawalls, and similar improvements along the shoreline, but not more once every four (4) years or more for a period of not over forty five days (45) during the months of January, February or March. In these cases provisions will be made to prevent the escape of the grass crap in the lower lake.

Section 4. Docks, Piers, Boathouses, etc. No pier, dock, boathouse or other structure may be constructed on, contiguous or adjacent to Leisure Lake without the prior written consent of the Association. There shall be no implied consent by the conveyance of title to any lot that is contiguous or adjacent to Leisure Lake to erect any docks or pier. The construction of docks and piers (no boathouses allowed) shall be closely guarded. Under no conditions will any dock or pier ever be allowed to project into the lake over 8 feet or over 10 feet wide.

Section 5. Boats. Except by special permit of the Association, its successors, and assigns, the only boats allowed on Lower Leisure Lake will be sailboats with a mast height not to exceed fifteen (15) feet; and boats powered by electric motors and gasoline motors not to exceed five (5) horsepower. All boats allowed in Leisure Lake must be those of the owners of lots within subdivisions with conveyed lake rights, members of the Association and said boats must be registered with the Association. Power boats for speed races and water skiing will not be allowed. Jet skies are also forbidden under all conditions. All boats shall be operated in accordance with rules and regulations promulgated from time to time by the Association.

Section 6. Pontoon Boats, Party Boats etc. may be operated on the lake by members of the association. Boat operators shall use reasonable caution to limit boat wake in all areas of the lake. Boats that do not comply with this regulation will be banned from the lake at the discretion of the association.

Section 7. Dumping in Lake. Nothing will be added to the lake including chemicals for weed control, Christmas trees to enhance fishing, exotic fish species, domestic ducks or geese, dirt or rocks, etc, unless prior approval is received from the board.

Section 8. All previous waivers granted to home owners and existing Covenants will remain in force after the lake is deeded to the Lower Leisure Lake Property Owners Association. The Association will be solely responsible for the lower lake and McGlamry Properties or any McGlamry affiliate is removed from any liability associated with the lower lake