

property between Dwelling Units shall be subject to this easement for a distance extending from the front of the nearest Dwelling Unit to the golf fairway property. The landscaping plan for the area of any lot adjacent to golf fairway property shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect, and all individual lot landscaping plans must be approved by the Company, its agents, successors and assigns before implementation. Until such time as a residence is constructed on a lot, the Company, its agents, successors or assigns, reserves an easement to permit authorized registered golf course players and their caddies to enter onto a lot to recover a ball or play a ball, subject to the official rules of the course, without such entering or playing being deemed a trespass. After a residence is constructed, such easement shall be limited to that portion of the lot included in the Golf Course Maintenance Easement Area, and recovery of the balls only, no play shall be permitted in such easement area. Registered players or their caddies shall not be entitled to enter on any such lot with a golf cart or other vehicle, nor spend unreasonable time on such lot or in any way commit a nuisance while on such lot. Owners of lots adjacent and contiguous to a Golf Course Maintenance Easement Area shall be obligated to refrain from any action which would detract from the playing qualities of the golf course or the development of an attractive overall landscaping plan for the entire golf course area. Such prohibitive actions shall include, but are not limited to, such activities as burning of trash on a lot when smoke would cross into the fairway, and the maintenance of unfenced dogs or other pets on a lot under conditions interfering with play due to their loud barking, running on the fairways, picking up balls or other like interference with play. Owners of lots adjacent and contiguous to fairways and greens of the golf course assume such normal risks of damage to property or injury resulting from golf balls in flight as may reasonably be expected to occur in such close proximity.

Section 19. The Company reserves the right to relocate the easement which provides an entrance to the Properties, said relocation to be in the Company's sole discretion, but in no event shall the relocation cause the Properties to be without access to the Chanticleer Subdivision. Upon conveyance of this easement to the Association, the Association shall be required to bear ten (10%) percent of the cost of the maintenance and upkeep of said easement. In the event that additional properties are made subject to this Declaration as provided in Article II and such properties utilize the same easement for access, then this Section may be modified to provide for a greater percentage of the cost to be born by the Association.

Section 20. The Company reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground, to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer,

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