

**DECLARATION OF RESTRICTIVE COVENANTS
IMPOSED UPON
MARCEL LAKE ESTATES**

KNOW ALL MEN BY THESE PRESENTS, that All-American Realty Company, Inc., a Pennsylvania Corporation, (hereinafter referred to as "Developer"), with a registered office in the Commonwealth of Pennsylvania at 104 West High Street, Milford, Pike County, Pennsylvania 18337, being the owner of the real property described in Schedule "A" attached hereto and made a part hereof, as if the same were more fully set forth, and other contiguous lands desires to create thereon a desirable residential-recreational community with recreational facilities for the common private use and enjoyment of owners of lots platted and to be platted to form such community and to assure the preservation of property values and amenities therein and the proper maintenance thereof, does hereby impress upon the land described in Schedule "A" attached hereto, and made a part hereof as if the same were more fully set forth, each of the property reservations, covenants, conditions, easements and restrictions hereinafter enumerated and set forth (and hereinafter collectively referred to as "Covenants"), which shall run with the land described in Schedule "A" attached hereto and made a part hereof as if the same were more fully set forth, and be and remain in force and effect thereon for a period of 90 years from and after February 1, 1971, at which time said covenants and restrictions shall be automatically extended for successive periods of twenty five (25) years, unless, by vote of a majority of the then owners of lots, it is agreed to change said covenants in whole or in part. Any such change shall be evidenced by the recording in the Recorder of Deeds Office of Pike County, Pennsylvania of an instrument in writing, executed by a majority of the then owners of the lots stipulating what said changes are.

These restrictive covenants, easements, reservations, and conditions are part of a general development scheme of the land referred to and shall run with and bind the land to be conveyed hereunder, reserving the right of the Developer of the tract of which said premises are a part, to waive or amend any of the following restrictions or limitations on use for any plot or group of lots when in the sole opinion of the Developer such waiver may be desirable or necessary, provided that such waiver or amendment shall not in any way change or alter the nature of the real property herein or deprive any lot owner of road frontage.

1. All lots and parcels of land in the subdivision known as Marcel Lake Estates, Pike County, Pennsylvania shall be reserved and used for single family residential purposes exclusively, excepting those specifically designated by the Developer as multi-residence, condominium, business or commercial property.

2. **a.** No structure or building of any sort shall be moved to, erected or constructed on any plot until a complete set of plans and specifications and improvement location sketch has been submitted to and approved in writing by All-American Realty Company, Inc. in accordance with the Marcel Lake Estates Building Code. Disapproval of plans and specifications by All-American Realty Company, Inc. may be based on any ground including purely aesthetic grounds. No tent, trailer or other temporary structure of any kind may be erected on or moved to any lot or lots.

b. No lot shall be cleared of brush, trees or anything else of an inflammable nature except after having first obtained the approval of All-American Realty Company, Inc., in writing, such approval to specify the time and manner in which such clearing shall be made.

c. No contractor or workman may enter the premises without first securing a work permit available at the property office.

3. Said premises, in addition to the restrictions and conditions herein contained, are to be conveyed subject to all rules, regulations and ordinances and zoning regulations of the Township of Delaware, where the same apply, if any, relative to the construction and erection of buildings.

4. No structure shall be erected on any lot within 25 feet of the front line of said lot; nor within 10 feet from the side line of any adjoining owner or street. No structure, swimming pool or swimming pool enclosures, shall be erected, altered, placed or permitted to remain nor shall construction commence on any lot until the design and location of such structure and the kind of materials to be used in such structure shall have been approved in writing by the Developer. If a structure, or any part thereof, shall be built within the set back area, the same shall be removed unless a variance permitting the same to remain shall be granted in the sole of discretion of the Developer.

5. Dwelling shall be single, family type, only one to be erected on any one lot. Private garages in harmony with the main buildings may be erected but must be at least 50 feet from the front line of lot, except when connected directly with the main building.

6. No structure shall extend into the waters of the lakes, except a flat dock not higher than 2 feet above the average high water mark, nor extend more than 15 feet beyond the shore line.

7. Boats must be anchored no more than 15 feet from the shore lines when not in use, in order that navigation of lakes will not be impeded. No power boats, or boats with motors attached, of any kind, are permitted. The lakes shall be used by no one who is not an owner of a lot at Marcel Lake Estates, or a guest member of the family of such owner, provided they first shall be approved for honorary membership in Marcel Lake Estates Club, Inc., a Pennsylvania Corporation, registered to do business in Pennsylvania, at 104 West High Street, Milford Pike County, Pennsylvania 18337. It is distinctly understood that the use of the lakes for navigation, or anchorage is to be at the risk of the owner of the vessel and All-American Realty Company, Inc. shall not be liable for damages or injury resulting from submerged objects, collision or otherwise. No cutting of boat slips or other similar excavating within the lot lone or building of bulkhead walls shall be done without the express approval of All-American Realty Company, Inc. The boundary line of the lake front shall be the high water mark of the lake.

8. The Developer for itself, its successors and assigns hereby reserves without further consent or permit from the lot owner, his, her, their or its successors in title, unto itself the right to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenue, ways on which the lot conveyed abuts, electric light, telegraph and telephone poles and wires, water, sewer, gas pipes and conduits, surface drains and such other customary or usual appurtenances as may from time to time, in the opinion of the Developer, or any utility company or municipality be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plan of the land to be conveyed hereunder.

Easements are reserved along and within ten feet of all lot lines of all the lots for the construction and perpetual maintenance of electric light, telegraph and telephone poles and wires, water, sewer, gas pipes and conduits, surface drains and other public and quasi public utilities catch basins drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The owner of more than one lot may build on a common lot line and the easement shall be inoperative as to said line provided that such building be placed thereon prior to the instigation of use of such easement for one of the foregoing purposes.

All claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Developer or any utility company or municipality, or any of its agents or servants is hereby waived by the owner. The Developer does further reserve the right to change, lay out anew or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress, or egress to and from the premises to be conveyed hereunder, so long as it does not do so in regard to any street, etc. on which the premises front or abut and permits purchaser to have access to all other roads in the subdivision section. No dedication of public use of roads, streets, avenue, ways or beaches is intended to be made by the conveyance hereunder.

9. No noxious or offensive trade or entertainment shall be carried on upon any lot nor shall any nuisances be maintained thereon. No animals or birds of any kind shall be raised, bred, or kept on any lot except that not more than two dogs and two cats may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Noxious or poisonous weeds shall not be permitted to grow on Buyer's Lot(s). No mini-bikes, motor bikes, ski-mobiles or unlicensed vehicles shall be permitted on the lands of Marcel Lake Estates and the Developer, its successors and assigns reserve the right to regulate the use of all roadways and establish maximum speed limits and regulations for operation of vehicles on all roadways.

10. It is covenanted that All-American Realty Company, Inc. shall have the right after giving five (5) days written notice to the lot owner to enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance, without liability for damage for such action, assessing the reasonable cost thereof against the owner.

11. No signs of any type, including for sale and for rent signs shall be erected or maintained on the premises.

12. **a.** Each lot owner agrees to pay to Marcel Lake Estates Club, Inc., a Pennsylvania Corporation, or its successors and assigns, commencing on the first day of May of the calendar year of his date of purchase and/or contracting for the purchase of said lot and on the first day of May of each year thereafter the sum of at least \$100.00 for each lot. Such charge is intended to cover the expense of maintaining, protecting and operating the recreational facilities and the roads of Marcel Lake Estates. The Club reserves the right on thirty (30) days prior written notice to a lot owner, to increase such charge. Any increase shall bear a reasonable relationship to the increase in costs or the increase of benefits to the lot owner of Marcel Lake Estates provided thereby.

b. The title to all land designated as Beach or recreational areas is expressly reserved and retained by the Developer, its successors and assigns. The Lot Owner for himself, his heirs, successors, administrators, executors, assigns, guests, or members of his family, agrees that the use of the said beach or recreational areas are subject to the approval of Marcel Lake Estates Club, Inc., and subject to compliance with the rules and regulations from time to time promulgated by the Marcel Lake Estates Club, Inc., its successors and assigns. It being understood that the annual charge made for beach privileges shall constitute a lien against each lot as heretofore stated, and in the event that the Lot Owner shall fail to pay said annual charge within sixty days after the first day of May of each and every year, the Lot Owner herewith for himself, his heirs and assigns, hereby authorizes and empowers any attorney of any Court of record to appear for and confess judgment against the lot owner, his heirs and assigns, for the amount due, said judgment not to be entered until ten (10) days written notice of said default has been given to the Lot Owner, his heirs and assigns, by United States Certified Mail. The lot owner, for himself, his heirs, and assigns, agrees that the entry of judgment by the Developer against the lot owner shall not exhaust the said authority but that the Developer on the lot owner's future defaults shall have the right to successive entries of judgment. In no event, however, shall the annual lien and charge for beach privileges and recreational areas as heretofore stated, be less than \$100.00 per annum, or such reasonable additional monies as may be determined in the discretion of Marcel Lake Estates Club, Inc., its successors and assigns. In addition to the remedies heretofore stated, Marcel Lake Estates Club, Inc. shall have the option on failure to pay the said assessment, as heretofore stated, to prevent the access and use of the aforementioned facilities by the lot owner, his heirs, successors, assigns, guests and family until payment of the same and this option shall be enforceable by mandatory injunction.

c. The Marcel Lake Estates Club, Inc., its successors and assigns shall maintain beaches and perform maintenance in such manner as the Marcel Lake Estates Club, Inc., in its sole discretion may deem advisable and the lot owner, for himself, herself, or their administrators and assigns does hereby expressly recognize in the Marcel Lake Estates Club, Inc., its successors or assigns the right to deny the use of said beaches and other common use facilities for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided.

d. The lot owner, for himself, his heirs, and assigns, agrees with the Developer, its successors and assigns, that Developer may, at any time in its discretion, cause to be formed a non-profit corporation, and, if formed, the lot owner, will become a member thereof, and Developer will assign and transfer to said non-profit corporation all roads and recreational areas in said development. Lot owner on becoming a member will pay to said non-profit corporation such annual dues and assessments as may be then fixed by the directors of said non-profit corporation and shall otherwise be bound by the by-laws of the non-profit corporation.

13. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of the commencement of construction.

14. Lot owner, his heirs and assigns, shall have the right to use the private roadways as shown on recorded plan for purposes of ingress, egress and regress in common with the Developer, its successors and assigns, and other purchasers of real property from the Developer, its successors and assigns.

The granting of this right by the Developer to the lot owner, as heretofore stated, does not constitute a dedication of such private roadways for public use and Developer, its successors and assigns, reserve the right to at any time make any dedication of such roadways or any portion thereof for public use.

15. The Developer will construct a water system and a central sewage system to serve lots in Marcel Lake Estates. At or after such time as the water and/or sewage systems are made available to any lot, Developer will give written notice to lot owners when such service(s) are available.

After such notice as provided above, the owner of each lot to which such services are available shall pay **(a.)** an annual water charge of at least \$40.00 per lot and an annual sewer charge of at least \$40.00 per lot whether or not such services are utilized or **(b.)** an annual water charge of at least \$80.00 per lot and an annual sewer charge of at least \$80.00 per lot when such services are utilized. Said charges may be billed on an annual, quarterly or monthly basis at the discretion of the Developer. In addition, a hook-up or connection fee of \$95.00 or the actual cost thereof at the time of such hook-up, if greater, shall be charged for each water and sewage connection made. Developer reserves the right to sell the water and/or sewage system and all rights to the public utility company(s).

Developer reserves the right to increase said rates and charges, adjusted not more frequently than annually for cost of living changes, as determined by the United States Government Cost of Living Index, provided however, that in the event Developer or its assigns of such water and/or sewage system shall apply for regulation thereof by appropriate state authority, then the rates and conditions of service approved thereby shall control.

16. In the event any maintenance fees, special assessments, water charges, water rate, sewage charges, sewage rate, or other fee charged or assessment established or provided for by these covenants and restrictions shall remain unpaid sixty (60) days after the same shall be due, the lot owner for himself, his heirs, executors, administrators and assigns, authorizes and empowers any attorney of any court of record to appear for and confess judgment for such unpaid maintenance fee, special assessment, water charge, water rate, sewage charge, sewage rate, or other fee together with interest thereon at 7% per year from the due date, plus a 15% attorney's fee for collection, and said judgment shall be a lien upon the lot or lots as to which the same are unpaid, said judgment not to be entered however, until ten (10) days written notice of such default or non-payment has been given to the lot owner, his heirs, and assigns, by United States Certified Mail. The lot owner, for himself, his heirs and assigns, agrees that entry of judgment by the Developer against the lot owner shall not exhaust the said authority but that the Developer on lot owner's future defaults shall have the right to successive entries of judgment. Developer, its successors and assigns reserves the right to withhold approval of the sale by lot owner, his heirs and assigns of any lot or lots unless all outstanding charges and maintenance fees have been paid prior to the transfer to both Grantor and Marcel Lake Estates Club, Inc.

17. Purchaser shall not be permitted to build until central water and sewage is available to his lot. No individual water systems or wells or individual sewage disposal systems or wells or individual sewage disposal systems shall be permitted on any residential lots and no approval for construction of any structure shall be granted until central water and central sewage is available to lot owner's lot(s).

18. Failure to promptly enforce any of the above restrictions, conditions or covenants, shall not be deemed a waiver of the right to do so thereafter and the invalidation of any of the above covenants or restrictions by judgment of any competent Court shall in no way affect any of the other provisions which shall remain in full force and effect.

19. Developer reserves the right to increase the size of the said Development known as Marcel Lake Estate by acquisition of additional adjacent properties.

20. Lot owner shall mean and refer to any person or entity who purchases or otherwise acquires title to any lot subjected to these covenants including purchases under installment sales agreements.

21. All-American Realty Company, Inc., the Developer, shall have not duty to create and furnish the recreational facilities and to maintain or operate the recreational facilities and roads and that the only duty or responsibility with respect thereto is that of the Marcel Lake Estates Club, Inc., and that the Marcel Lake Estates Club, Inc. is enable to discharge and exercise such duty and responsibility only from the receipt of monies as provided for in Paragraph 12 hereinabove set forth.