

DECLARATION OF RESTRICTIONS

This Declaration made this 28th day of May, 1968, by TREASURE LAKE, INC. a Pennsylvania corporation, herein referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of real property in Sandy Township, Clearfield County, which is specifically described in the deed dated February 7, 1968 and recorded on February 9, 1968 in the Recorder of Deeds Office, Clearfield County, in Deed Book Volume 535, page 394, hereinafter called the Property; and

WHEREAS, Declarant has and will subdivide portions of the aforesaid property into lots, some of the subdivisions heretofore made being recorded and others will be recorded in the Recorder of Deeds Office, Clearfield County (said subdivisions being hereinafter called the "Subdivisions"); and

WHEREAS, Declarant is about to sell and convey certain of said lots to be used for residential purposes and to develop the entire property into an integrated community enjoying pleasant residential and vacation living conditions, integral recreational facilities and harmonious commercial establishments for the convenience of the residents, intending to preserve to as large an extent as possible the natural beauty of the site, but before selling and conveying the residential lots Declarant, for the benefit and complement of all of the residential lots in the subdivision and in the light of its general plan or scheme of improvement set out above, desires to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions";

NOW, THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of the general plan for the subdivisions, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. These Restrictions shall apply to all subdivided numbered lots which are for residential purposes only, but these restrictions shall not be applicable to such lands now or hereafter designated on the plat or otherwise as parcels or as lands of Declarant, which parcels and lands are intended for commercial, multiple dwelling, condominium or hotels, or recreational uses. Declarant is withholding these parcels pursuant to its general development scheme and the absence of restrictions thereupon is intended to further that scheme by providing additional conveniences to the residential property owners and by stimulating a truly integrated community.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 1995. By accepting a deed to residential property subject to these Restrictions, the residential owners agree that after January 1, 1995 these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after January 1, 1980, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

B. Declarant reserves to itself, its successors and assigns the right to revoke at any time prior to the sale of any lot within a Section or Subdivision all or any part of these Restrictions if, in its opinion, such a revocation would further the general development scheme it has previously set out, and would be for the benefit of the other residential lots, and further to vacate any or all of the streets, parks, recreational facilities and any other amenity now or hereafter shown on any recorded plans, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivisions and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No lot shall be used except for single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling including a private garage.

5. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of three (3) members to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, or in the event of Declarant's failure to so appoint within two (2) months after any such vacancy, then by the Board of Directors of the Treasure Lake Property Owners Association, Inc. (hereinafter called "Association"); provided, however, that at any time hereafter the Declarant may, at its sole option, relinquish to the Board of Directors of the Association the power of appointment and removal reserved herein to the Declarant. Such transfer of power must be evidenced in writing.

C. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the locations on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee of \$30.00 shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations.

D. The Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final and not subject to appeal or review.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

G. Wherever the Committee shall approve plans and specifications for a boat shelter, pier, float or similar structure on or extending into any lake, such approval shall constitute a mere revocable license from Declarant or its successor or successors in interest to said lake for the construction, placement and maintenance of the proposed structure.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. Every residence dwelling constructed on a lot subject to these restrictions shall contain at least the following number of square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings):

1. Lake Front Lots, i.e., those which are not separated from the lake by another lot in the Subdivision, 1000 square feet;
2. Lake View Lots, i.e., lots other than Lake Front Lots, 800 square feet.

B. Each dwelling shall be of single story construction, provided, however, that split level or two story residences may be constructed on lots where, in the opinion of the Committee, the terrain of such lot lends itself to such construction, and the erection of such a structure would not detract from the general development scheme.

C. The Committee shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, walls, copings and boat docks. Such regulations shall, in the Committee's sole discretion, conform with the general development scheme.

D. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivisions, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines except if, in the sole opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the area.

E. No above-grade structure (except approved fences or walls) may be constructed or placed on any lot in any subdivision except within the building lines shown on the recorded plan, and if any building lines are not shown or if the plan is not recorded, then the building lines, other than those which may be shown on a recorded plan, shall be:

- a. Fifty (50) feet from the front line of each lot;
- b. Ten (10) feet from each lot side line;
- c. Twenty-five (25) feet or twenty-five percent (25%) of the depth of the lot, whichever is greater, from the rear line of each lot.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the line from which a setback is to be measured is a meandering line, the average length of the two lot lines intersecting the meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

B. The term "side line" defines a lot boundary line that extends from the street on which the lot abuts to the front or rear line of the lot.

C. Except for Lake Front Lots, the term "rear lot line" defines the boundary line of the lot that is farthest from and substantially parallel to, the line of the street on which the lot abuts, except that on corner lots it may be determined from either street line.

D. A corner lot shall be deemed to have a front line on each street on which the lot abuts, and such lot need have only one rear yard as defined by 6-E(c).

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

- a. No outside toilet shall be constructed or permitted on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when a central sewer becomes available, it shall be exclusively used.
- b. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- c. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within six (6) months from commencement.
- d. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Committee.
- e. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot.
- f. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
- g. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Committee.
- h. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot.
- i. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or recreation area.
- j. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street,

lake or recreation area.

- k. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.
- l. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
- m. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- n. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
- o. No vehicle shall be parked on any street in the Subdivisions. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street, lake or recreation area.
- p. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
- q. No tree over six inches in diameter shall be removed from any lot with out the prior written consent of the Committee.
- r. No radio station or shortwave operators of any kind shall operate from any lot or residence. No exterior television or radio antenna of any kind shall be constructed or erected on any lot or residence after such time as a central television system has been made available at rates commensurate with those prevailing in the area.
- s. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivisions. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for itself, its successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or its successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner and shall be commensurate with the rates charged by commercial scavengers serving other Subdivisions of high standards in the area, and shall be subject to change from time to time.
- t. There shall be no access to any lot on the perimeter of the Subdivisions except from designated roads within the Section or Subdivision.

9. VARIANCES

A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivisions.

10. EASEMENTS

A. Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- a. A 15-foot easement and right-of-way over each lot as Declarant may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of utility services.
- b. A 10-foot wide easement along each side of all road rights-of-way and a 7 1/2 foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains. It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right to install, operate and maintain gas, water and sewer mains and other

services for the convenience of the property owners and appurtenances thereto, reserving also the right of ingress and egress to such other areas for any of these purposes

- c. Such other easements or right-of-way as may be needed for the natural and orderly development and occupation of the Subdivisions

B. Declarant reserves for itself, its successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above

C. On each lot, the rights-of-way and easement areas reserved by Declarant or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change the direction or maintenance of utilities, which may change the direction of flow or drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible

D. The lots shall be burdened by such additional easements as may be shown on any recorded plats.

E. Every lot in the Subdivision, if any, that lies contiguous to a lake shall be subject to a flowage easement to an elevation on the lot equal to the high water elevation of such lake.

11. OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS AND RECREATIONAL AMENITIES

A. Each of the streets in the Subdivisions now or hereafter designated on any plat is a private street, and every park, recreational facility, and other amenity within the Subdivisions is a private park, facility or amenity and neither Declarant's execution nor recording of the plat nor any other act of Declarant with respect to the Property is, or is intended to be, or shall be construed as a dedication to the public of any of said streets, parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of said streets and areas designated as parks is reserved to Declarant, its successors and assigns; to the persons who are from time to time, members or associate members of the Treasure Lake Property Owners Association, Inc.; to the members and owners of any recreational facility; to the residents, tenants, and occupants of any multi-family residential buildings, guest house, inn or hotel facilities, and all other kinds of residential structures that may be erected within the boundaries of the Property and to the invitees of all the aforementioned persons; the use of which shall be subject to such rules and regulations as may be prescribed by Declarant or the Association, if the Association is the owner of the facility or property involved

B. The ownership of the recreational amenities within the Property which may include but shall not be limited to lakes, dams, marinas, beaches, lake access tracts, golf courses, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, and campgrounds shall be in Declarant or its successors or assigns and the use and enjoyment thereof shall be on such terms and conditions as Declarant, its successors or assigns, shall from time to time license; provided, however, that any or all of such amenities may be conveyed to the Association, which conveyance shall be accepted by it, provided the same is free and clear of all financial encumbrances.

12. TREASURE LAKE PROPERTY OWNERS ASSOCIATION, INC.

A. Every person before acquiring title, legal or equitable, to any lot in the Subdivisions must be a member of the Treasure Lake Property Owners Association, Inc., a Pennsylvania non-profit corporation, herein referred to as "Association", and no such person shall acquire such title until he has been approved for membership in the Association, nor shall the owner of a lot or lots in the Subdivisions convey title to said lot or lots to any person who has not been approved in writing for membership in the Association, provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such person should realize upon his security and become the real owner of a lot, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivisions.

C. The Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks owned by it within the Subdivisions. The

Association shall also promulgate and enforce all regulations necessary for the use and enjoyment of such streets and parks and such other properties as it may from time to time own.

D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Subdivisions, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Articles of Incorporation; provided, however, that the uniform annual charge shall in no event be less than \$30.00 per year for road maintenance and after a clubhouse is built, \$10.00 per month for membership in the club. No such charge shall ever be made against, or be payable by, the Declarant, the Association itself, or any corporation or corporations that may be created to acquire title to, and operate, the water or sewer utilities serving the area, or any lakes, dams, beaches, lake access tracts, marinas, golf courses, tennis courts, swimming pools, clubhouse grounds, campgrounds, or other like recreational facilities.

a. Every such charge so made shall be paid by the member of the Association or its designee on or before the first day of May of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of the annual charge per lot on or before the first day of April of each year, and written notice of the charge so fixed shall be sent to each member

b. If any such charge shall not be paid when due, it shall bear interest from the date of delinquency at the rate of six percent (6%) per annum. The annual charge shall, if unpaid within 30 days of its due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by a mortgagee, shall be construed to be a covenant to pay the charge. The Association may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charge plus costs and reasonable attorneys' fees. Every such lien may be foreclosed at any time. In addition to the remedy of lien foreclosure, the Association shall have the right to sue for such unpaid charges, interest costs, and reasonable attorneys' fees, in any court of competent jurisdiction as for a debt owed by any delinquent member to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivisions by any means shall be conclusively held to have covenanted to pay the Association or its designee all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions or its By-Laws. Any lot acquired is taken subject to the lien for any prior unpaid charges.

c. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association certifying that the charges on a specified lot have been paid or that certain charges against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any charges therein stated to have been paid.

E. The fund accumulated as the result of the charges levied by the Association shall be used exclusively to promote the recreational facilities of, and the health, safety and welfare of the members of the Association and in particular for the improvement and maintenance of the streets, those areas designated as parks, and other property within the Subdivisions which shall have been conveyed to or acquired by the Association.

F. The lien of a mortgage or deed of trust representing a first lien placed upon any lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of Pennsylvania, shall be, from the date of recordation, superior to any and all such liens provided for herein.

G. The Board of Directors of the Association shall have the right to suspend the voting rights (if any) and the right to use of the recreational facilities of the Association or of Declarant of any member:

- For any period during which any Association charge (including the charges and the fines, if any, assessed under paragraphs 12-D, 13 and 14 of these Restrictions) owed by the member remains unpaid;
- During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association;
- During the period that any utility bill for water or sewer service rendered to the member or associate member shall remain unpaid.

13. MOTOR VEHICLE SPEED LIMITS

A. Speed limits for streets and the rules governing the use of parks within the Subdivisions shall be as promulgated from time to time by the Declarant, its

successors and assigns. Appropriate postings of these speed limits shall be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual charge made by the Association, pursuant to subparagraph 12-D of the Restrictions and the amount of such fine shall be collectible by the same means as are prescribed in said subparagraph for the collection of delinquent annual charges of the Association or through the use of the sanctions prescribed in subparagraph 12-G of the Restrictions.

B. No vehicle except a duly licensed vehicle shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

14. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

A. In the event an owner of any lot shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors of the Association, the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless two-thirds of such Board of Directors shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be added to and become part of the annual charge to which such lot is subject and until paid shall be a lien on said lot.

15. PROVISIONS IN RESPECT OF LAKES AND LOTS CONTIGUOUS THERETO

A. The water in, and the land under, Treasure Lake or lakes as shown on the plan, is and will be owned by the Declarant, its subsidiaries or its successors and assigns. The title that will be acquired by the grantee of the Declarant's title to any lot fronting on said lake (and by the successors and assigns of such grantee) shall extend only to such point as designated on the plan and in no event shall it extend beyond the shoreline of the lake to which such lot is fronting or contiguous. No such grantee, nor any of such grantee's successors or assigns, shall have any right with respect to any stream that is a tributary to said lake or with respect to said lake, the land thereunder, the water therein, or its elevation, use, or condition, and none of said lots shall have any riparian rights or incidents appurtenant; provided, further, that title shall not pass by reliction or submergence or changing water elevations. The Declarant, its successors and assigns shall have the right at any time to dredge or otherwise remove any accretion or deposit from any of said lots in order that the shoreline of the lake may be moved toward or to, but not inland beyond, the location of said shoreline as it would exist as of the date hereof.

16. RESERVATION OF EASEMENT OF DECLARANT FOR OPERATION OF LAKE

A. The Declarant reserves to itself, and its successors and assigns, such an easement upon, across and through the lakefront portion of each of said lots contiguous to said lake as is reasonably necessary in connection with operating said lake. Without limiting the generality of the immediately preceding sentence, it is declared that neither the Declarant nor any successor or assign of the Declarant shall be liable for damages caused by ice, erosion, washing, flooding or other action by the water.

17. RIGHTS OF FIRST REFUSAL

A. Whenever the owner of any lot in the Subdivision shall receive a bona fide offer to purchase said lot, which offer is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the Declarant, its successors or assigns, which shall have ten (10) days within which to accept or refuse such offer. If Declarant refuses to purchase said lot at the price and on the terms proposed by said owner, said owner shall be free, subject to the limitations contained herein requiring the purchaser to have been approved for membership in the Association, to sell said lot to the party who shall have made said bona fide offer or (if said owner shall independently have decided to put said lot on the market) to the third party, in either case at a price and on terms not substantially more favorable to the purchaser than those offered, as aforesaid, to Declarant or its successors or assigns.

18. CHARGES FOR WATER SERVICE

A. Every owner (legal or equitable) of a lot in the Subdivisions shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for water service to the Association or its designee as follows: At the rate of TWO DOLLARS (\$2.00) per month commencing upon the availability of water service to the lot; at such time as the owner of a lot shall elect to have service connected, he shall pay a connection charge of THREE HUNDRED EIGHTY-FIVE DOLLARS (\$385.00); thereafter, he shall pay for water service at reasonable consumption rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00), as established by Declarant or its designee. Said availability or consumption rates may be billed monthly or quarterly or semi-annually.

19. CHARGES FOR SEWER SERVICE

A. Notwithstanding the provisions of Paragraph 8-A(a) above as the same applies to septic tanks or other sewage systems, every owner (legal or equitable) of a lot shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to pay charges for sewer service as provided in this paragraph. Owners of all dwellings shall be required to connect to said sewer service as follows: Within 30 days after the time said services should be made available in the case of dwellings already constructed; before the time of occupancy in the case of dwellings constructed after said service should be made available. Charges for sewer service shall be at the rate of at least TWO DOLLARS (\$2.00) per month commencing upon the availability of sewer service to the lot; at such time as the owner of a lot has service connected, he shall pay a connection charge of SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$785.00), or such other charge as may be authorized by the governing body having jurisdiction, to the Association or its designee; thereafter, he shall pay for sewer service at reasonable rates, subject to a minimum monthly charge of not less than FOUR DOLLARS (\$4.00) per month. Said availability or use rates may be billed monthly or quarterly or semi-annually in arrears at the option of the utility. Easements in addition to those reserved throughout these Restrictions and on any plans shall be granted for the practical construction, operation and maintenance of said sewer facilities upon request of the applicable utility.

20. REMEDIES

A. The Declarant, Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant, the Association or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party or (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

21. GRANTEE'S ACCEPTANCE

A. The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, his successors or assigns, all the risks and hazards of ownership or occupancy attendant to such lot, including but not limited to its proximity to any recreational facility.

C. Each such grantee whose lots are adjacent to available underground electrical service, if any, also agrees to complete the underground secondary electrical service to their respective residences.

22. SEVERABILITY

A. Every one of the Restrictions is hereby declared to be independent of, and severed from the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

23. CAPTIONS

A. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of references only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

24. PRIOR RESTRICTIONS

A. These Restrictions are amendments and additions to all restrictions heretofore imposed on any of the Property or lots sold therefrom by Declarant or its predecessors in title.

IN WITNESS WHEREOF, the said Declarant has caused its common and corporate seal to be affixed to these presents by the hand of its President, and the same to be duly attested by its Secretary, dated the day and year first above written.