

DECLARATION OF RESTRICTIONS
RECREATION LAND CORPORATION
CAYMAN SUBDIVISION

This Declaration made the 29th day of May, 1981, by RECREATION LAND CORPORATION, a Pennsylvania corporation, herein referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of real property in Sandy Township, Clearfield County, Pennsylvania, which is described in a Deed dated November 28, 1979 and recorded in the Recorder of Deeds Office for Clearfield County, Pennsylvania in Deed Book 790, page 450, hereinafter called the Property; and

WHEREAS, Declarant has and will subdivide a portion of the aforesaid property, into a recreational vehicle addition, providing lots for recreational vehicles. Said subdivision having been recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, on January 21, 1981, in Miscellaneous Docket Map File No. 143, Square 94, said subdivision hereinafter called the "subdivision"; and

WHEREAS, Declarant is about to sell and convey certain said recreational vehicle lots to be used for recreational purposes and to develop the Subdivision into an integrated, pleasant, recreational and vacation living area for the convenience of the owners of said lots, intending to preserve to as large an extent as possible the natural beauty of the sight, but before selling and conveying the recreational vehicle lots, Declarant, for the benefit and compliment of all of the recreational vehicle lots in the Subdivision and in light of its general plan or scheme or 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 recreational vehicle lots are held and shall be held, conveyed, hypothecated or encumbered, 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 recreational vehicle subdivision, 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 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. These Restrictions shall apply to all subdivided recreational vehicle lots which are for recreational purposes only, but these Restrictions shall not be applicable to such lands not laid out, and such lands now or hereinafter designated on the plat or otherwise as parcels or as lands of the Declarant, which parcels and lands are intended for further development 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 convenience to the recreational property owners and by stimulating a truly integrated community.

2. 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, 2000. By accepting a deed to recreational property subject to these Restrictions, the recreational owners agree that after January 1, 2000 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 hereto 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 then record owners of two-thirds (2/3) of such recreational lots to make variations in the Restrictions as to details to suit varying circumstances or changes conditions, but not to make change that would annul any material part hereof. These restrictive covenants will not be amended or changed by the property owners in such a manner that the amendments or changes would violate the laws or regulations of the Commonwealth of Pennsylvania.

3. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the recreational vehicle subdivision 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 contact 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 Subdivision and their respective owners.

4. No lot shall be used except for recreational vehicle or camping purposes. No lot used for a recreational vehicle shall be

used by its owner as a permanent residence. The term "recreational vehicle" shall include: manufactured motor homes, pick-up campers, travel trailers under 42 feet in length, vans and van conversions. The term "camping" shall not include tents, sleeping bags and the like unless the camper lot is occupied by a recreation vehicle and a tent is necessary to house additional people of that family. However, under no circumstances, shall a tent be erected for a period in excess of three (3) days. Prior approval for the erection of a tent must be obtained from the Property Control Committee, Treasure Lake Property Owners Association, (hereinafter called committee) and the signature of at least one member of said committee must be on the permit.

5. There shall be no home-made converted buses, unsightly home-made or altered camping rigs or similar types of vehicles permitted on any campsite. No wrecked, abandoned, discarded or junked vehicle, trailer, watercraft, equipment or material of any kind shall be placed or be permitted to remain on any lot. Nor shall any recreational vehicle be placed on any lot as a permanent installation whereby "skirting", removal of wheels or tires or any other alterations constituting permanent installation of the vehicle be allowed. Nor shall any recreational vehicle be occupied continuously for a period exceeding ninety days.

6. No mobile homes shall be placed on any lot.

7. There must be no permanent structures constructed on any lot or combination of lots with the exception of a preconstructed storage unit not to exceed 8 feet X 8 feet (64 square feet of floor space), which must be susceptible to removal from the lot and must be approved by the Property Control Committee. Fences constructed of rustic materials and concrete, stone or asphalt pads or patios are permitted. Specifications for height, size and location must be approved by the Property Control Committee prior to commencing construction. The Property Control Committee will be controlled by Recreation Land Corporation, its successors or assigns, until such time as Recreation Land Corporation, may, at its discretion, transfer title of the recreational facilities to the Property Owners' Association or other legal entities.

8. There shall be no more than one recreational vehicle permitted on any lot, or in the case of one person owning two adjoining lots, then no more than two recreational vehicles are permitted.

9. Every recreational vehicle must be parked or placed on any, or combination of lots, in accordance with setback lines as signated on recorded plats.

10. The following minimum dimensions shall govern front, side and rear setbacks on all lots with respect to a recreational vehicle zone, as well as any storage unit thereon; provided however, that where more than one adjoining lot is owned by a single person, the lots shall be considered as one.

There will be fifteen (15) feet from the front line of each lot adjoining the street; ten (10) feet from each lot sideline; ten (10) feet from the rear line of each lot.

11. No animals or birds other than household pets shall be kept on any lot.

12. No noxious or offensive trade or activity shall be carried on on any lot, nor shall anything be done thereon which may become a annoyance or a nuisance to the neighborhood. Motorized vehicles which create loud and obnoxious noises shall not be operated in the development except in specifically designated areas during authorized hours.

13. No out-building erected on any lot shall at any time be used as a dwelling temporarily or permanently, nor shall any residence of temporary character be permitted.

14. No tree over 6 inches in diameter shall be removed from any lot without the prior written consent of the Property Control Committee.

15. Permanent easements are reserved along, over and within five (5) feet of the front line, rear line and side lines of all lots in this subdivision for perpetual maintenance of conduits, poles, wires and fixtures for electrical lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities. Temporary construction and permanent cutting and/or trimming, easements are reserved along, over and within twelve (12) feet of the front line, rear line and side lines of all lots in this subdivision with right of ingress and egress from across said premises to employees of said utilities. Said easement is also extended along any owner's front, side and rear property line in case of fractional lots, a temporary easement of twelve (12) feet along the front, side and rear lines of any lots in the subdivision is reserved for the construction of utilities and water mains.

It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole lines pass over some portion of said lots, not within the ten foot wide strip, as long as such lines do not hinder the constructions of parking any recreational vehicle on any lots in this subdivision.

16. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 8 inches X 12 inches advertising the property for sale.

17. No outside toilet or privy shall be erected or maintained in the subdivision.

No individual septic tanks, holding tanks, or individual sewer systems are permitted.

No sewage, garbage or liquid or solid waste disposal system shall be permitted on any lot. All travel trailers, rent trailers, trucks, motorhomes and other camping vehicles having sewage drains shall have their drains sealed for the duration of their stay on any lot. Garbage and trash receptacles shall be kept at the rear of all lots, and trash in approved, securely closed plastic bags shall be disposed of by the lot owners no less than once a week by placing trash in receptacles at areas designated by the Property Control Committee.

18. No individual water wells or individual water systems are permitted. No open fires of any kind, including those for the burning of rubbish and debris, shall be permitted within the development except within a metal or pottery cooking, bar-be-queing, or braising device within a masonry fireplace, bar-be-que or fire pit.

19. A yearly assessment or such other assessments levied by the Board of Directors of the Treasure Lake Property Owners

Association shall be levied against each lot for the maintenance of the road system and such other services as may be from, time to time, required. The developer (Recreation Land Corporation or its successors) shall also levy an assessment for the use of the recreational facilities, such assessment shall be considered liens against said lot. Said assessments may be paid in monthly installments at the option of the developer, its successors or assigns.

20. Every record owner of a lot, including contract purchasers, but excluding persons holding title merely as security for performance of an obligation, will automatically become and be a member of Treasure Lake Property Owners' Association, and is and shall be subject to the by-laws, rules and regulations of Treasure Lake Property Owners' Association. Treasure Lakes Property Owners' Association has been incorporated under the laws of the State of Pennsylvania as a non-profit corporation.

21. The voting rights of the members will be determined by the applicable provisions of the by-laws of the Treasure Lake Property Owners' Association, which provisions are incorporated herein by this reference.

22. Neither the Association nor its members shall have any legal right to common properties unless the developer grants such legal rights. 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 course, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, shall be vested in Recreation Land Corporation or its successors or assigns and the use and enjoyment thereof shall be on such terms and conditions as Recreation Land Corporation, its successors or assigns shall from time to time license; provided, however, that any or all such amenities may be conveyed to the Association, which conveyances shall be accepted by it, provided the same is free and clear of all financial encumbrances.

23. All owners and occupants must, out of respect for their neighbors and in order to maintain and enhance the property values, keep their property in reasonable repair and shall mow the property at regular, reasonable intervals and should grass be allowed to grow to a height greater than eight (8) inches, the Property Control Committee may enter upon such property and mow such property and such owner or occupant shall be liable for the cost of such mowing and the cost of such mowing shall become a lien upon the property, lien to cover removal etc., in addition to mowing.

24. If the owner of any lot in said subdivision or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real properties situated in said subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

25. Invalidation of any one or more of these covenants and restrictions by judgement of any court shall in no way affect any of the other covenants, restrictions and provisions herein contained which shall remain in full force and effect.

26. These Restrictions may be supplemented by such rules, regulations as Recreation Land Corporation may prescribe. Failure to pay any reasonable fees which may be required by said rules or regulations shall subject the property owner, so in violation, to a lien to property. Such rules, regulations, is so specified on their face, may be enforced by any lot owner, the Property Owners' Association Recreation Land Corporation, or any other person or entity, with standing, to enforce, in the same manner at the foregoing Restrictions.

27. All lot owners shall pay such charges, as levied by the rules and regulations, as promulgated by the Declarant, for water, sewage, and other common services as set forth therein. Such unpaid charges shall become a lien on the property.

26. In all instances, herein, wherein liens are provided for, all such liens, shall become charges, and encumbrances, and enforceable as such, against the lots, at such time as the same are filed in the Prothonotary's Office, Clearfield County, Pennsylvania, in proper form.

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

RECREATION LAND CORPORATION

BY: _____
Dewey Lindsey, Vice President

ATTEST: _____
J.W. Sewell, Secretary

STATE OF MISSISSIPPI

:SS

COUNTY OF JACKSON

On this, the 29th day of May, 1981, before me, a notary public, the undersigned officer, personally appeared Dewey Lindsey, who acknowledged himself to be the Vice-President of Recreation Land Corporation, a corporation, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: 7-27-82