

## LAKE WYNONAH DEED RESTRICTIONS

1. Said lots shall be exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any), and zoned as business or commercial areas on the recorded plats by Lake Wynonah, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than two buildings for storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, mobile homes, campers, tents, shacks, or similar structure shall be erected, moved to or placed upon said premises. All building exteriors must be completed within six months from the date the construction commences.
3. After January 1, 1995, no new residence shall have less than 1100 sq. ft. of living space on the ground floor, or first floor, exclusive of garages and porch areas. The 1100 sq. ft. shall be determined by measuring the exterior of the first floor living area. No porch or projection of any building shall extend nearer than forty (40) feet to any road right of ways, nor nearer than ten (10) feet to the property line of any abutting property owner, not within fifty (50) feet from the normal water line of any lake located on Lake Wynonah Subdivision, as the same are shown on recorded plats, and in no event shall any dwelling be erected below an elevation of five (5) feet above the normal water line, as here and before described, or as otherwise authorized by the Pennsylvania Department of Environmental Resources.

All plans and specifications for any structure or improvement 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, as well as all remodeling, reconstruction, alteration, or additions thereto on any lot shall be subject to and shall require the approval of Lake Wynonah Property Owners Association, Inc. or its duly authorized agent before any such work is commenced. Said Association shall have the right to establish and enforce building, housing, electrical, plumbing, HVAC codes and to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by said Association or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lots or with the adjacent buildings or structures (2) the plans and specifications submitted are incomplete, or (3) the Association deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Association shall be final. Neither the Association, or its agents shall be responsible for structural deficiencies, or any other defects in plans or specifications submitted, revised or approved in accordance with the foregoing provisions.

4. No outside toilet shall be allowed on the premises. No untreated waste shall be permitted to enter Lake Wynonah. Each dwelling shall have an individual sanitary unit and the owner of said lot shall install a type of unit that complies in all respects with the requirements of the Pennsylvania Department of Health or other governing legal authority. Each lot owner shall obtain authority from the appropriate legal authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority prior to the installation of any sanitation system and shall further be bound by all orders or recommendations of such authority and/or authorities with regard to water supply to said lot, repair, alteration or replacement of the installed sanitation unit. No drain field, or other disposal system shall be allowed nearer than sixty (60) feet to the normal high water mark of Lake Wynonah. No individual water wells shall be allowed on any residential lot, and each resident shall use the water supply from the Public Utility Water Company owning and operating waterworks facilities with Lake Wynonah Subdivision.

Lake Wynonah, Inc. has authorized the Schuylkill County Commissioners to establish a Sewer District to serve the Lake Wynonah Subdivision. If and when said Sewer District determines it feasible to provide a central sewer system the cost of same may be assessed to the lot owners of Lake Wynonah Subdivision.

5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animals or fowl shall be kept or maintained on said lot except customary household pets. No signs of any kind shall be displayed on any lot without the written permission of Lake Wynonah, Inc., or its successors or assigns. All lots must be kept in a tidy manner. Failure to do so will result in maintenance of said lot by the Property Owners Association in which event a proper charge for the same will be assessed and collected as provided in Restriction Number 8 hereof.

6. No boat docks, floats or other structures extending into a lake shall be constructed or placed into or on said lake without prior written approval of Lake Wynonah Property Owners Association or its successors or assigns. Use of the lakes shall be in compliance with the rules and regulations of the Lake Wynonah Property Owners Association.

7. Lake Wynonah, Inc. for itself, its successors and licensees reserves an easement upon all sixty (60) foot road rights of way, reserves a fifteen (15) foot wide easement along all road rights of way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate any guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. If and when the Sewer District established by the Schuylkill County Commissioners, determines it feasible to install a central sewer system such District shall have, and it hereby is granted the right, along with other authorized utilities, to use the herein reserved easements to install and maintain such central sewer system.

Exceptions: (1) where an owner of two or more adjoining lots constructs a building which shall cross over or through a common lot line, and common lot line shall not be subject to the aforementioned five (5) foot easement unless it is shown on recorded plates: (2) no easement shall exist on that portion of any water front lot running along or abutting the shoreline of Lake Wynonah unless shown on the recorded plats, except, however, Lake Wynonah, Inc., for itself, its successors, assigns and licensees reserves the right to cause or permit drainage of surface water over and/or through said lots. Lake Wynonah, Inc. its successors or assigns, reserves an easement on, over or under all road rights of way for the purpose of installing, operating and maintaining the above mentioned utilities and drainage. The owners of said property shall have no cause or action against Lake Wynonah, Inc. its successors, assigns, or licensees either at law or in equity excepting in case of willful negligence, by reason of any damages caused said property in installing, operating, removing or maintaining the above mentioned installation. Lake Wynonah, Inc. its successors and assigns, reserves all mineral rights to the lands hereto, and the rights for the installation of Cable Vision.

8. Each lot owner in Lake Wynonah Subdivision shall upon approval for membership in the Lake Wynonah Property Owners Association, pay the fees and dues and charges as established by the Association pursuant to its regulations and by-laws, for the improvement, maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether privileges of using such areas are exercised or not and shall further, upon applying for membership in said Association, pay the initiation fee as is then established by the Association pursuant to its Code of Regulations.

The Board of Directors may not increase the initiation fees or annual dues required to be paid by its membership without a vote of the membership in accordance with the requirements of the by-laws.

Each Property Owner agrees that the use of any of the above mentioned area shall be subject to approval of the Property Owner, his heirs, executors and assigns, further agrees that the charges herein set forth shall be and constitute a debt which may be collected by suit in any court of competent jurisdiction or otherwise, and that upon the conveyance of any part of the land described herein, the purchaser hereof and each and every successive owner and/or owners shall from the time of acquiring the

covenant and agree, as aforesaid to pay the Lake Wynonah Property Owners Association, its successors and assigns, all charges past and/or future as provided in, and in strict accordance with, the terms and provisions hereof.

As part of the consideration herein, each property owner for himself, his heirs, executors or assigns, agrees that he will not will, assign or convey to any person, or persons, not approved for membership in Lake Wynonah Property Owners Association, and all persons owning residential lots in said Subdivision shall be members of said Association.

9. In consideration for general improvements to be constructed by Lake Wynonah, Inc., its successors or assigns, within the area known as Lake Wynonah Subdivision, the owner of the lot, described in the deed, shall pay to Lake Wynonah, Inc., its successors or assigns, an amount of Six Dollars (\$6.00) per month, beginning with the month immediately following the date when any general improvement has been constructed which is available for use in connection with said lot and payable annually thereafter on the first day of April each year; Provided, however, that, irrespective of the fact that other general improvements shall have been constructed by Lake Wynonah, Inc., the foregoing charge of Six Dollars (\$6.00) per month shall not be imposed so long as the owner of said lot shall be a customer of the public utility water company, owning and operating water works facilities within Lake Wynonah Subdivision, and shall pay the rates prescribed by tariffs filed by such public utility water company with the Pennsylvania Public Utility Commission. With regard to the agreement to pay Lake Wynonah, Inc., its successors or assigns, an amount of Six Dollars (\$6.00) per month, the owner of the lot and each successive owner of the lot authorizes and empowers any attorney of any court of record of the Commonwealth of Pennsylvania, or elsewhere, from time to time and as many times as shall be deemed to be necessary by Lake Wynonah, Inc., its successors or assigns, to appear for the owner of said lot and to confess judgment against the owner of said lot for the amount then due, with or without declarations, without defalcations, with costs of suits, releases of errors, without stays of execution, and with fifteen percent added, in each case, for collection fees, waives the right of inquisition on any real property which may be subject of levy in order to collect the amount of any judgment entered pursuant hereto, hereby condemns any and all real property, authorizes the Prothonotary to enter upon fieri facias voluntary condemnations, authorizes sales of any real property on fieri facias, waives and releases all relief from any and all appraisement, or of any other state, now in force or hereafter enacted and waives the benefit of the present and any future bankruptcy law that may be enacted by the United States Government.

10. These restrictions shall be considered as covenants running with the land, and shall bind the Grantees, their heirs, executors, administrators, successors, and assigns, and if said Grantees, their heirs, executors, administrators, successors or assigns, shall violate, or attempt to violate, any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any land in the subdivision or prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent him or them from doing so, or to recover damages for such violation. All restrictions, conditions, covenants or agreements contained herein shall continue unless changed, altered, amended or revoked by the owners in compliance with 68 Pa. C.S. § 5219 except that the restrictions, conditions, covenants or agreements set forth cannot be changed, altered, amended, or revoked in whole or in part until January 1, 2020 A.D. All restrictions may be thereafter, changed, altered, amended or revoked in whole or in part by the owners of the lots in the subdivision whenever the owners of at least two thirds of the said lots so agree in writing, or by action of the Lake Wynonah Property Owners Association at a meeting duly called for said purpose by a vote of at least a majority of the members thereof. Any invalidation of any one of these covenants or restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

Notwithstanding any other provisions of this contract or any statute, any judgement confessed hereunder will not constitute a lien against the principal residence of the purchaser.