

Lake Latonka Property Owners Association

DEED RESTRICTIONS

**Deed Restrictions
For
Lake Latonka Subdivision
Mercer County, PA**

The warranty deed from SELLER to PURCHASER shall contain the following restrictive covenants:

1. Said lots shall be used exclusively for residential purposes except those lots that may be designated as business or commercial areas on the plats by Lake Latonka, Inc.
2. Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or 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, tents, shacks, or similar structures shall be erected, moved to, or placed upon said premises. All buildings must be completed within six months from date the construction commences.
3. No residence shall have less than 900 square feet of living space on the ground floor, or the first floor, exclusive of porch area. All foundation and structural plans for any building or structure are subject to the approval of Lake Latonka, Inc. or its assigns. No porch or projection of any building shall extend nearer than twenty-five (25) feet from any road right-of-way, nor nearer than ten (10) feet from the property line of any abutting property owner, nor within sixty (60) feet from the normal high water line of Lake Latonka, nor shall any structure be erected on any easements except as shown on recorded plats, and in no event shall any permanent structure be erected below an elevation of 1,182 feet, unless a permit is secured from the PA Water and Power Resources Board.
4. No outside toilet shall be allowed. No waste shall be permitted to enter in Lake Latonka, and all sanitary arrangements must conform with recommendations of the Board of Health and/or Lake Latonka, Inc., or its assigns. Before any septic tank or other waste disposal system is constructed, the owner shall secure plans and specifications from the PA Department of Health and construct said system in accordance with said plans. No drain field or other disposal system shall be allowed nearer than sixty (60) feet from the normal high water mark of Lake Latonka. All sanitary installations must be behind indicated setback lines. No individual water wells shall be allowed on any residential lot and each residence shall use the water supply, when available, from the Public Utility supplying water to the subdivision.
5. No noxious or offensive trade or activity shall be permitted on any lot, nor shall anything be done thereon which shall 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 Latonka, Inc., or its successors or assigns.
6. No boat docks, floats, or other structure extending into the lake shall be constructed or placed into or on said Lake without prior written approval of Lake Latonka, Inc., its successors or assigns. Use of the lake shall be in compliance with the rules and regulations of the LLPOA, Inc., and shall conform in all

respects to the recommendations and approvals of the PA Board of Health as to use of private beaches within the development.

7. Lake Latonka, Inc., for itself, its successors and licensees, reserves a ten (10) foot wide easement along all road right-of-ways 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 utility lines and main thereon, together with the right to trim and/or cut or remove any trees and/or brush and the right to locate any wire braces and anchors whenever necessary for said installations, operations, or maintenance, together with the right to install, operate and maintain gas and water mains and other services for the convenience of the property owners and appurtenances thereto, sewer lines, culverts, and drainage ditches, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above. Lake Latonka, Inc., its successors and assigns, reserve seven-eighths of all mineral rights to the lands hereto, except where an owner of two or more adjoining lots constructs a building which shall cross over through a common lot line, said common lot line shall not be subject to the aforementioned five (5) foot easement except as that portion of any waterfront lot running along or abutting the shoreline of Lake Latonka, Inc., who for itself, its successors, assigns, and licensees also reserve the right to cause or permit draining of surface water over and /or through said lots. Lake Latonka, Inc., its successors or assigns reserve an easement on, over, or under all road right-of-ways for the purpose of installing, operating, and maintaining above mentioned utilities and drainage. The owners of said property shall have no cause of action against Lake Latonka, 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 above mentioned installations.

8. Each purchaser in Lake Latonka shall be subject to an annual charge of \$25.00 which purchaser agrees to pay to LLPOA, Inc., its successors and assigns, annually on the first day of March commencing in the second year following the date of this agreement, for the maintenance and upkeep of the various areas reserved for the use of the property owners, irrespective of whether the privileges of using said areas are exercised or not. Purchaser further agrees that the use of any of the above mentioned areas shall be subject to approval of purchaser for membership in LLPOA, Inc., as herein provided and to comply with all rules and regulations from time to time promulgated by said Association. Purchaser further agrees that charges as herein set forth, shall be and constitute a debt which may be collected by suit in court of competent jurisdiction or otherwise; and that upon the conveyance of any part of the lands described herein, the grantee thereof, and each and every successive owner and/or owners shall, from the time of acquiring title and by acceptance of such title by deed or otherwise, be held to have covenanted and agreed as aforesaid to pay LLPOA, Inc., its successors and assigns, all charges past and/or future, as provided for in, and in strict accordance with the terms and provision hereof.

As a part of the consideration herein, purchaser agrees that he will not sell, assign, or convey to any person or persons not approved for membership in LLPOA, Inc., and all persons owning lots in said subdivision shall be a member of said Association.

9. No well shall be drilled or constructed in any manner except by Lake Latonka, Inc., its successors and assigns, within the area known as Lake Latonka Subdivision, for the purpose of securing a water supply.

10. In consideration for general improvements to be constructed by Lake Latonka, Inc., its successors or assigns, within the area known as Lake Latonka Subdivision, the owner of the lot described in the deed shall pay to Lake Latonka, Inc., its successors or assigns, an amount of five dollars (\$5) per month, payable annually on the first day of April each year, 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; provided, however, that irrespective of the fact that other general improvements shall have been constructed by Lake Latonka, Inc., the foregoing charge of five dollars (\$5) 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 Latonka Subdivision, and shall pay the rates prescribed by tariffs filed by such public utility water company with the PA

Public Utility Commission. It is understood and agreed that the above mentioned consideration, if unpaid, shall constitute a lien on or against said lot, which lien shall be equal to and shall participate jointly with other first liens for construction purposes hereafter place on said lot, but inferior to those imposed for governmental purposes.

11. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers, their heirs, executors, successors, administrators, and assigns, and its said owners, their heirs, executors, successors, administrators, 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 such lot in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either/or prevent him or them from doing so, or to recover damages for such violation. All of the restrictions, conditions, covenants, or agreements contained herein shall continue until January 1, 1976. The same may be thereafter, and from time to time 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, provided, however, that no changes shall be made which might violate the purpose set forth in restriction No. 1. 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.

We hereby sell, assign, and transfer to _____, its successors and assigns, the contract on the reverse hereof. Without recourse and all right, title and interest in and to the property therein described, and all rights and remedies there under, including the right to collect all installments due thereon and the right either in assignee's own behalf, or in our name, to take all such proceedings, legal or otherwise, as we might have taken same for this assignment; and warrant that the contract and accompanying note are genuine and enforceable, and the only contract and note executed for the real estate described therein; that all statements therein contained are true. We agree that assignee may audit our books and records relating to paper sold to it and agree that without notice to us assignee may release any rights against and grant extensions of time payment to the customer, and we waive presentment and demand for payment protest or notice of protest. We shall have no authority without assignee's prior written consent, to consent, to accept collections, and/or repossess and/or consent to the return of the real estate and/or notify the terms of the note and/or contract. In witness whereof, and intending to be legally bound hereby, the undersigned has duly executed this instrument.

Dated: _____

Lake Latonka Inc. By: _____

