

PAUPACKAN LAKE ASSOCIATION

COVENANT

1. The premises hereby conveyed shall be used for only one private family dwelling for residential purposes only. Private garages, in harmony with the main building, may be erected.
2. No building, structure or fences shall be erected upon the premises hereby conveyed, without first obtaining the approval, in writing, of the grantor as to location, elevation, plan and design. Any structure or construction must be completed within twelve (12) months after same is started. Grantor will no unreasonably withhold such consent.
3. Any buildings erected on the premises shall be subject to all governmental regulations relative to construction in addition to the covenants, easements, reservations, charges and conditions herein contained.
4. No building shall be erected on any lot within twenty-five (25) feet of any road, nor within ten (10) feet to the side or rear line of said lot, except in the case of corner lots, whereon buildings shall be erected within twenty-five (25) feet of the side road. Nor shall any sewerage system be closer than one hundred (100) feet to the lake. In the event of a conflict of the provisions of this paragraph with any local subdivision or zoning ordinances, such ordinances shall control.
5. Sewerage or wastewater of any source or nature shall be discharged through a Jet Individual Home Plant Tank or similar sewerage tank system under permit for installation by the local public health authorities.
6. All lots are subject to an easement for installation and maintenance of an easement for drainage and for utilities over, under and across a ten (10) foot strip along the four boundary lines of the premises hereby conveyed.
7. Grantor grants and conveys to the grantee, in common, nevertheless, with the grantor, its successors and assigns, the right of ingress, egress and regress to and from the grantee's lot over and upon that portion of the grantor's and grantee's land, designated as roads on the recorded plot plan. Grantor reserves the right to convey the control and maintenance of said roads to a property owners' association or dedicate the same to public use without the release or consent of the grantee, his heirs and assigns. Until such time as said transfer or dedication is made, the grantee will pay to the grantor the annual maintenance charge for road maintenance, snow removal, etc.
8. No animals shall be kept on any lot other than commonly accepted domestic pets.
9. No signs of any type shall be erected or maintained on the premises. The grantee agrees to remove any signs within five (5) days after notice from the grantor, and in the event same are not removed within five (5) days, the grantor reserves the right to enter onto the premises hereby conveyed for the purpose of removing such signs and the grantee agrees to pay the reasonable cost of said removal.
10. No excavation shall be made on the premises for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the

premises except as part of such excavation, without the written consent of the Seller, which shall not be unreasonably withheld.

11. The grantee, by acceptance of this instrument and fulfillment of his obligations hereunder, will become a voting member of the property owners' association, and grantee becomes eligible, with the right to participate in its proceedings and decisions and agrees to comply with its By-Laws, charges and dues; it being understood and agreed that the grantor shall be a member of the association by virtue of lands owned by grantor, but shall not be liable for any fees or dues; and further, the until such time as the grantor has fully developed and sold all the lots and the land intended to be a part of Paupackan development excepting the roads, boat basins, beaches, lake, dam, well, tanks and water lines, grantor shall be entitled to cast fifty-one (51) per cent of all votes at any association meeting.
12. All garbage, trash and rubbish shall be kept in sanitary containers at all times and promptly removed. No unlicensed motor vehicles, farm implements, junk, building materials or other items that would tend to degrade the Paupackan development shall be kept on the premises. The grantee agrees to remove any such item within five (5) days after notice from the grantor and in the event same are not removed within five (5) days, the grantor reserves the right to enter onto the premises hereby conveyed for the purpose of removing any said items and the grantee agrees to pay the reasonable cost of said removal.
13. No tent, trailer, mobile home or temporary type of structure of any kind shall be placed or used upon any part of the premises hereby conveyed at any time. The grantee agrees to remove any such tent, trailer, mobile home or temporary structure within five (5) days after notice from the grantor and in the event same are not removed within five (5) days the grantor reserves the right to enter onto the premises hereby conveyed for the purpose of removing any of said objects and the grantee agrees to pay the reasonable cost of said removal.
14. Firing guns of any kind is prohibited at all times on the premises hereby conveyed and on the premises of which this lot is a part, except in areas specifically reserved for that purpose if, if any.
15. (a) The grantee is hereby granted the privilege of boating, bathing, fishing and ice skating in and on the waterways on the premises of which this lot is a part and the privilege of using the boat basins as shown on the filed maps of Paupackan Lake. None of the foregoing privileges shall be engaged in for any commercial purpose whatsoever, and no boats powered by internal combustion engines shall be used on the waterways. The grantees of waterfront lots are hereby granted the privilege of erecting and maintaining a dock into the waterways adjoining each such waterfront lot, subject to however, having first obtained the written approval of the grantor as to design, size, location and specifications of said dock and thereafter the said dock shall be maintained in an attractive manner. Grantor shall not unreasonably withhold such approval. The grantee agrees to remove any non-conforming dock or similar structure within fifteen (15) days after notice from the grantor and in the event same are not removed, the grantor reserves the right to enter onto the premises hereby conveyed for the purpose of removing said dock or structure and the grantee agrees to pay the reasonable cost of said removal.
- (b) Until such time as lot owners association is formed and until such time as grantee joins such association and begins paying it charges and dues, each lot owner shall be subject to an annual lien and charge for a proportionate share of road maintenance, snow removal and facility maintenance, regardless whether or not grantee uses said facilities. Such charges are presently \$90.00 annually for lot owners with homes and \$60.00 annually for

lot owners without homes. Grantee agrees to pay said liens and charges annually on or before date fixed by grantor, it being understood and agreed that said liens and charges shall be against the land herein conveyed and collectable at law. Further, that upon the conveyance of any of the lands herein described, successive owners shall be deemed to agree to pay said liens and charges.

© Grantor reserves the right to add contiguous properties from lands presently owned or contiguous land which may subsequently be acquired by grantor. Any purchasers of lots therein shall have the same rights to all amenities.

16. Failure to enforce promptly any of the above provisions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any of the above provisions by decision of any competent court in no way affects any of the other provisions, which shall remain in full force and effect.
17. The provisions of this instrument shall bind the grantor and the grantee and their respective successors, heirs, executors, administrators and assigns.
18. Grantor, its successors and assigns, shall have a right of way five (5) feet wide, bordering each side boundary line of land herein conveyed, in the vicinity of the lake, in order for grantor, its successors and assigns, to have access to said lake for the purpose of general maintenance of the lake, dam and the shores thereof.
19. The owners of the land herein conveyed shall hold grantor, its successors and assigns, harmless for any damages resulting from the destruction or impairment, in whole or in part, of the dam now located at and containing the lake, for any reason whatsoever, and shall release and hold harmless grantor, its successors and assigns from any damage to persons or property hereafter suffered by reason of said lake overflowing the boundaries of the property herein conveyed.
20. Grantee has the right to use the water furnished by the central water system installed by the grantor for one dwelling only. The pipeline runs along the shoreline of all lake front lots and in the right of way of the road along other lots. Grantor, from time to time, will establish the fee or charge which each grantee must pay for such water availability regardless of whether or not the water is used.