

RESTRICTIVE COVENANTS CONTAINED IN MOST DEEDS AT BEAR CREEK LAKES

The following is a list of the Restrictive Covenants contained in most deeds in Bear Creek Lakes. Be advised that the Restrictive Covenants are contained in the chain of title of each individual lot and the Restrictive Covenants are not identical for every lot. Therefore, you will need to check the chain of title of the specific lot in question for the Restrictive Covenants which are applicable to that lot.

1. The premises herein conveyed shall not be used for any other purposes than as a site for one private cottage or residence and attached garage; no building or part of building of any kind shall be erected within forty (40) feet of the street line or lines, within fifteen (15) feet of the remaining side lines or rear line of said lot, except when such lines are adjacent to the lake front, in which case the distance shall be fifty (50) feet. The premises shall not be used for any commercial or business purposes, or manufacture, or permit the manufacture or sale of any vinous, spirituous or malt liquors thereon.

2. No building, part of building, or any addition, alteration or improvement to an existing building shall be erected on said lot, without first obtaining, in writing, the approval of the grantor herein, its successors and assigns, as to location, elevation, plan and design, and the plot plan shall show the location of the house to be constructed, septic tank and well, all in relation to each other and the lot boundaries. Owners of lake front lots, their heirs and assigns, in addition, shall comply with the rules and regulations as prescribed by the Pennsylvania Department of Forests and Waters, its successors and assigns with respect to buildings located within minimum elevations and distances from the lake edge. Grantor herein, its successors and assigns, shall approve or disapprove said location, elevation, plan and design, within fifteen (15) days of receipt of same at its main office, or elsewhere, as specified by grantor, its successors and assigns.

3. Easements upon, under, over and across the lot herein above described are reserved by grantor, its successors and assigns, for the right and privilege of locating, constructing, operating and maintaining telephone and electric transmission line or lines, water and sewage, and drainage facilities, and other utilities with necessary wires, pipes, lines, fixtures and other apparatus and appliances, together with the right of ingress, egress and regress along said line or lines for the purpose of operation and maintenance as required by grantor, its successors and assigns.

4. All roads, streets, lanes and pathways upon which the hereinbefore described lot abuts, are reserved to grantor, its successors and assigns, subject to the use of said roads, streets, lanes and pathways for the purpose of ingress, egress and regress by the grantee and grantees' heirs, representatives and assigns, and the invitees thereof, and available for such use as the grantor, its successors or assigns, may desire, suffer or permit.

5. Grantees, or grantees' heirs, representatives, successors or assigns, shall connect said cottage or residence erected or hereafter erected on the hereinbefore described lot with a general sewage disposal plant, at the sole expense of grantees, or grantees' heirs, representatives, successors or assigns, within twelve (12) months of the time same is available, should such plant ever be constructed; and until such time, grantees or grantees' heirs, representatives, successors or assigns, shall install and maintain in a safe and sanitary manner within the confines of the said lot, a septic tank and drain tile field for the disposal of sewage and household wastes therein. It being distinctly understood by the said grantees, their heirs, representatives, successors and assigns, that only sewage and liquid household wastes shall be admitted or allowed to be drained to the said sewage disposal plant when the same is available, and that all roof rain and other waste waters shall not be admitted or allowed to be drained therein. No individual sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the State or local public health authorities. No sewage disposal field or any part thereof shall be located within one hundred (100) feet of the shore line of the lake.

6. No structure of a temporary character, trailer, basement, tent or shack shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any outhouse of any nature whatsoever be constructed or located upon the premises. Any construction initiated on any lot must have the shell and exterior finish completed within nine (9) months of the date of such initial construction. No dock or pier may be constructed without first obtaining, in writing, the approval of Bear Creek Lakes, Inc. as to location, plan, composition, and size. Only one dock or pier may be constructed per lot, and may be used only for recreation purposes, and may not be used for commercial purposes.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. Grantees agree not to clear brush, trees or anything else of an inflammable nature, without first obtaining written permission of grantor to do so. Grantees agree not to burn brush on the herein described premises on the Bear Creek Lake Development, without having first obtained written approval from the grantor for each day brush is to be burned.

9. The use of firearms and explosives of any kind and bows and arrows, shall be prohibited upon the hereinbefore described premises.

10. Grantees, their heirs and assigns, shall conduct themselves at all times in an orderly manner, so as not to disturb the peace and quiet of others.

11. This conveyance is made subject to all applicable rules of the Public Utility Commission, the Water Power Resources Board, the Department of Forests and Waters, or any other governmental body having regulatory powers over the above described premises.

12. The parties hereto agree that the grantees, their heirs and assigns, and invitees, shall have the privilege of using Bear Creek Lake for bathing, fishing and boating, subject to the restrictions and regulations as promulgated from time to time by the grantor, its successors and assigns. Copies of such regulations may be obtained at the office of the grantor.

13. An Association of property owners in the Bear Creek Lake Development, know as Bear Creek Lake Civic Association, is recognized by the grantee as the lot owners' association, and grantees covenant and agree that they, their heirs and assigns, shall be subject to the payment of annual fees and assessments, and to restrictions in compliance with by-laws, rules and regulations to be promulgated by the aforesaid association.