

Exhibit A

ELA's Declaration of Protective Covenants,
Restrictions, Exceptions, Reservations and Conditions

1975 JUN -4 PM 9:46

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
EXCEPTIONS, RESERVATIONS AND CONDITIONS

MUNICIPAL COUNTY, PA.

The Declaration

This Declaration is made as of June 2, 1975 by UNIDEL CORP.,
A Pennsylvania Corporation, T/A Emerald Lakes (Declarant)

UNDER AND SUBJECT to the following covenants, restrictions and limitations,
and all Municipal, County and State rules and regulations, and shall be binding
upon the Grantee herein, his heirs, executors, successors, or assigns.

1. The premises to be conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises other than one detached single-family dwelling, not to exceed two stories in height, and a private garage for not more than two cars.
2. No dwelling or other building shall be erected or occupied on the premises without a sewage disposal installation which will meet the requirements of the Grantor and of all public authorities for the disposal of sewage from such building.
3. Easements for installations and maintenance of utilities and drainage facilities shall be reserved over 10 ft. of the front and sides of each lot and 5 ft. of the rear of each lot.
4. No garbage and rubbish shall be disposed of off the premises and no garbage or rubbish may be buried on the premises or burned on the premises.
5. The keeping of poultry or animals other than those classified as family pets, viz., dogs, cats and caged birds, shall be prohibited. No more than two dogs or two cats, or one dog and one cat, shall be allowed per dwelling.
6. After construction has commenced, all exteriors of buildings shall be completed within four months of the starting date.
7. No construction shall commence without prior written approval of building and plot plans by Grantor, its successors and assigns. Application for approval shall be made in writing and Grantor agrees to approve or disapprove within 15 days after submission.
8. No individual water supply 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 and/or local public health authorities.
9. Title to the lakes, recreational areas and roads (until dedicated to a municipality) shall remain in Grantor, its successors and assigns. The use of the lakes and recreational areas is restricted to the members in good standing of the Emerald Lakes Association, Inc. and membership in that association is limited to the purchasers of lots in this development and lessees of lot owners.
10. The Grantees, their heirs, executors, administrators, successors or assigns agree to become and remain members in good standing of the Emerald Lakes Association, Inc.
11. No signs, including "For Sale" or "For Rent" or any other advertisements, shall be placed or displayed on any lot without specific permission of Grantor, its successors and assigns.
12. No fence shall be erected on any lot without express written consent of the Grantor, its successors or assigns.
13. It is expressly understood and agreed that the several covenants herein set forth shall attach to and run with the land and will be binding upon the parties hereto, their heirs, executors, administrators, successors or assigns.
14. Grantee agrees that these covenants may be enforced by Grantor, its successors and assigns, by appropriate action at law or in equity by reason of any breach hereof.

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TOGETHER with the right to such lawful use of the land between the above described premises and the lake shore line of those bodies of water known as "Emerald Lakes", which land lies within the confines of the extension of the boundary lines of any adjacent lots or toe edge of any public or private road in existence or to be constructed by Grantor or its successors or assigns, as such use may be offered by Grantor, its successors or assigns including said Emerald Lakes Association, Inc., under the following terms and conditions:

a) The proposed lawful use of such land is limited to such uses as are suitable to recreational and residential purpose and no commercial use whatsoever may be made of said land;

b) No structure of any kind and description, including a temporary structure or improvement may be erected or placed upon said land except that the Grantees, heirs and assigns may erect a flat dock. Application for approval of plans for docks shall be made in writing to Grantor and Grantor agrees to approve or disapprove within 15 days after submission;

c) The proposed lawful use of such lands includes but is not limited to the right to clearing and landscaping and other uses to be prescribed by Grantor, its successors and assigns including the said Emerald Lakes Association, Inc.

FURTHER, No dwelling shall be erected on premises having frontage on any lake, without a sewage disposal installation known as an aerobic digestion system which will meet the requirement of all public authorities for the disposal of sewage from such dwelling.

IN WITNESS WHEREOF, Declarant has executed this declaration as of this 2nd day of June, 1975.

UNIDEL CORP.
T/A Emerald Lakes

by

James B. Rabold
James B. Rabold, President

Commonwealth of Pennsylvania) ss.
County of Monroe

On this 2nd day of June, 1975 before me the undersigned officer personally appeared James B. Rabold who acknowledged himself to be the President of UNIDEL CORP., trading as Emerald Lakes, a corporation, and that he as such being President, being authorized to do so, executed the foregoing instrument for the purposes therein contained and desired the same might be recorded as such.

Gicia Smith

GICIA SMITH, NOTARY PUBLIC
TOBYH NNA TWP., MONROE COUNTY
MY COMMISSION EXPIRES NOV. 13, 1978
Member, Pennsylvania Association of Notaries

Nov. 13 - 1978

State of Pennsylvania,) ss:
Monroe County,

Recorded in the office for Recording of Deeds, &c. in and for
said County in Deed Book, Vol. 630 Page 197

Witness my hand and seal of Office the 4th day of
June A. D. 1975.

Kathryn Bush
Recorder

