

RESTRICTIVE COVENANTS

(Excerpt from Offering Statement dated, 1973)

The following restrictive covenants are contained in an instrument recorded in the Office of the Clerk of the County of Pike on July 26, 1973. They shall be perpetual unless other-wise specified and apply to the entire subdivision.

SCHEDULE A

In this Schedule A the following words shall have the following means: "Seller" means the "Grantor" in and as defined in the Deed of which this Schedule is a part (including the successors and assigns of the Seller) "Purchaser" means the "Grantee" in and as defined in the Deed of which this Schedule A is a part (including the heirs, executors, administrators, successors and assigns of the Purchaser); and "Home Site" means the premises referred to in the deed of which these restrictive covenants will form a part, and if used for the erection of more than one private dwelling house, shall where the context so requires, mean that portion of the premises upon which the erection of one private dwelling is permitted by these restrictions:

- 1.** The premises hereby conveyed shall be used for residential purposes only with the exception that those lots having front-age on Pennsylvania Route 590 may be used for residential or commercial purposes. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, with the exception of these buildings erected on lots having frontage on Pennsylvania Route 590.
- 2.** No building shall be located on any lot nearer than 50 feet to the front line, or nearer than 15 feet to any side yard, or nearer than 30 feet to any combined side yard, or nearer than 25 feet to any rear lot line.
- 3.** Easements for installations and maintenance of utility and drainage facilities are reserved over the 10 feet of road side and lot side of the road right of way lines and 5 feet on each side and rear property lines.
- 4.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence; either temporarily or permanently, except with prior written consent of Tink Wig Mountain Lake Forest Corporation.
- 5.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other house-hold pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
- 6.** No lot shall be used or maintained as a dumping ground for any rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No motor vehicle or any substantial part of one shall be kept on the lot unless currently licensed for operation on public highways.
- 7.** 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 or the State and/or local public health authorities.
- 8.** No individual sewage disposal system shall be permitted on any lot or building site unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the State and/or local public health authorities, and in a location approved by Tink Wig Mountain Lake Forest Corporation, which approval will not be unreasonable withheld. No sewage disposal system or seepage pit draining field shall be located within 200 feet of the shoreline of Tink Wig Lake or within 50 feet of any water course or within 10 feet of any lot line.

9. No building or structure, including water system and sew-age disposal system shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the seller as to location, elevation, plan and design. The seller shall approve or disapprove the said location, submitted. Such approval will not unreasonably withheld and is subject to the requirements, standards and recommendation of the State, and/or local public aesthetic grounds.

10. No excavation shall be made on the premises except 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. Purchaser shall not clear the lot of brush or trees or do any burning of any nature whatever, except after having first obtained the approval of the seller, in writing, such approval to specify the time and manner in which such clearing or burning shall be done.

12. Until dedicated to public use, title to the portion of the lands of the seller laid down on maps as streets shall remain in the seller subject to the right of the seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephone and electric

13. The purchaser agrees not to permit signs for advertising purposes to be erected or maintained on the premises.

14. The purchaser agrees to join the Tink wig Mountain Lake Community Association, if, as and when it is formed, and to maintain such membership as pay (i) such annual fees and dues as the association may by its by-laws prescribe, (ii) such assessments as the association may charge for the repair and maintenance of the streets and roads and other common facilities, if any. It is understood and agreed that the seller being a member of the association by virtue of the lands owned by the seller, will not be liable for annual fees and dues, assessments and charges, the purchases hereby agrees to require as a condition precedent to the sale of the premises hereby conveyed that any subsequent purchaser shall join the aforesaid association. No transferee shall be approved for membership unless and until the owner shall have paid all outstanding dues, fees and assessments when due as herein provided.

15. Until such time as grantee joins the Property Owners Association and begins paying its charges and dues, each lot owner shall pay to the seller the sum of *** per year for road maintenance snow removal, etc.

16. Anyone making a nuisance of himself or herself shall, at the discretion of the seller, be denied the privileges at the re-recreational facilities for a limited period of time.

17. It is covenanted that the seller shall have the right, after giving five days written notice to the purchaser, to enter upon the premises, upon which any structures or nuisances have been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the owner.

18. The tract or any building thereon erected or any part thereof, shall not be used as a club, profit or non-profit, or for carrying on of any trade or profession, with the exception of those lots having frontage on Pennsylvania Route 590, which may be used for commercial or professional purposes.

19. All corner lots shall be subject to a sight easement over a triangle, the legs of which are 30 feet measured along the street right of way lines from their point of intersection.

20. No oil or gas well shall be drilled on any tract conveyed.

21. The seller shall have the right to change, amend or modify these covenants so long as the change, amendment or modification does not alter the residential nature of the development or deprive the purchaser of his/her lot frontage or of ingress or egress over the street or road upon which his/her lot fronts to a public highway or road.

22. Failure to promptly enforce any of the foregoing restrictions, conditions or covenants shall not be deemed a waiver of the right to do so thereafter as to any continuing subsequent or other violation.

23. These restrictive covenants shall bind the seller, its successors, and assigns and shall bind the purchaser, and their heirs, executors, administrators, successors and assigns of purchaser.