

RESTRICTIONS FOR BRIAR HILL NORTH, PAUPACK TWP., WAYNE COUNTY,

AND the Grantee, for himself, his heirs and assigns, agrees to and with the Grantor, its successors and assigns, that the following restrictions shall be covenants running with the land.

The words "common use" as used herein shall be construed to mean the exclusive use by owners of property in the area known as Briar Hill, and the guests of such owners. The Briar Hill area is the tract of land conveyed to the Lakeland Associates, Inc., by Laurence H. Watres, by his certain deed dated October 13, 1952, and duly recorded in Wayne County Deed Book No. 182, at page 233.

Construction shall be limited to one single family dwelling, with or without a one or two car garage and/or a boat house for private use, as may be required by the occupant. The minimum size of plots for construction of such buildings shall be equivalent to one full size lot as shown on plot of the tract prepared by the Lakeland Associates, Inc., titled "Briar Hill North", and dated October 2, 1952, or any supplement or revision thereof which may be made by said Lakeland Associates, Inc., and in no case shall be less than 5000 square feet. Civic and religious buildings shall be permitted as they appear to be in the best interest of the residents in the area. Recreational facilities for common use, such as tennis courts, children's playgrounds, etc., may be allowed as they appear to be in the best interest of the community, only on specific approval of the Lakeland Associates, Inc., or their successors. Building plans, location of buildings on lots and type of construction shall require the approval of the Lakeland Associates, Inc., or their successors or assigns.

No building, garage, or kitchen shall be erected unless there is first erected thereon a main front bungalow of approved type.

All buildings must have complete sanitary plumbing and septic tanks. No building or portion of any dwelling (except for entrance steps) shall be located less than fifteen (15) feet from the Pennsylvania Power and Light Company project boundary line except on special approval of the Lakeland Associates, Inc., in areas where the terrain is such that it may restrict the normal depth of a plot. Tents and temporary structures shall not be permitted, except in emergencies, upon approval of the Lakeland Associates, Inc., or their successors.

The Grantee, his heirs and assigns, hereby covenant with the Grantor, its successors and assigns, that the said premises or / and any buildings to be erected thereon, shall not at any time be used for the purpose of any trade, manufacture or business of any description, or as a school, hospital or other charitable institution or as a hotel or place of resort. These restrictions shall not prohibit the sale or rental of properties within the area for purposes as governed herein. Stores for the sale of foods and

merchandise as may be required in the area will be permitted in suitable locations assigned by the Lakeland Associates, Inc. only, and in no case will it be permitted on a lot within a distance of two hundred (200) feet of the Pennsylvania Power and Light Company project line.

This Deed carries with it the right of ingress and egress to Lake Wallenpaupack and the right, liberty and privilege to use the said Lake for lawful recreational purposes, as were granted by the Pennsylvania Power and Light Company to Laurence H. Watres by their Agreement dated March 12, 1951, and recorded in Wayne County Deed Book No. 181 on page 313. It also conveys the right of ingress and egress over all common use roads in the area and all common use areas set aside by the Lakeland Associates, Inc., for ingress and egress to the Lake and any and all other common use facilities provided with the following restrictions: All property owners using such facilities shall share a proportionate amount of the cost of maintenance. No docks for boating shall be allowed in areas set aside for swimming.

ANY dock in a common use area shall be for common use. Individually owned and used docks will not be permitted except in front of Lake front properties by the owners of such properties.

ROADS made by the Lakeland Associates, Inc., shall be maintained by the property owners.

Raising poultry and or livestock will not be permitted in the area.

It is hereby agreed that the use and maintenance of roads and common use facilities shall be the Grantee and users responsibility and that the Lakeland Associates, Inc., shall in no way be held liable for any accidents, damages, or other costs arising from or in the course of using such common use facilities or rights-of-way, and the Grantee will indemnify and save harmless, Lakeland Associates, Inc., from any and all claim, loss, damage and or injury growing out of such exercise.

AND the Grantee accepts this conveyance subject to the easements, restrictions and conditions above set forth, and for himself, his heirs and assigns, covenants to and with the Grantor, its successors and assigns, that the Grantee will, and is heirs and assigns, shall forever faithfully observe and perform said several restrictions and conditions, and each of them. And if the Grantee, or any person claiming under him, shall at any time violate, or shall omit to perform or observe any one of the foregoing restrictions, and conditions, it shall be lawful for any person owning a lot in the Briar Hill Area which is subject to the same restrictions or conditions in respect to which the default is made, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

“The right, liberty or privilege herein granted is subject however, to the following terms and conditions, to which Grantees, by the acceptance hereon and/or exercise thereof, expressly agree:

1. That the right liberty or privilege herein granted shall not authorize the making of any commercial or business use of the lake or of any of the property of Company, it being expressly understood, however, that the Grantees, their tenants or guests, may use the waters of Lake Wallenpaupack for recreational purposes.

2. That Grantees assume all risk of injury to person or property and waive any and all claim or claims for damages on account of such injury to person or property that could or might be made by reason of the exercise of the right, liberty or privilege herein granted and Grantees will indemnify and save harmless Company from any and all claim, loss, damage or injury growing out of such exercise.

3. That all persons exercising the right, liberty or privilege herein granted shall obey all laws of the Commonwealth, all rules and regulations of any governmental or municipal authority and of Company appertaining to such exercise, now in effect or hereafter established, and shall extinguish all fires started on property of the Company, shall protect the waters of the lake from pollution and shall remove any litter, waste or refuse taken upon the lake or its shore.

4. That the rights, liberty and privilege herein granted shall be subject, to the extent applicable, to the provisions of the License dated September 20, 1924, as amended, granted to the Company by the Federal Power Commission and to the provisions of the Limited Power Permit dated January 16, 1924, granted to the Company by the Water and Power Resources Board of the Commonwealth of Pennsylvania, both with respect to the construction and operation of the Wallenpaupack Project of the Company.

5. That the right, liberty or privilege herein granted shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties hereto and all persons claiming by, through, or under them or either or any of them, as fully as if they and each of them were in every instance herein named.”

EXCULPATION CLAUSE

GRANTEE, in purchasing said premises, does so with full knowledge that the waters of Lake Wallenpaupack may, at certain times of the year overflow its banks, which may result in damages to the premises herein described, and possibly to life, limb and property thereon, and the Grantee herein, covenants and agrees for himself, his heirs, executors, administrators, lessees, permittees, tenants and assigns, to release, quit-claim, discharge, and agree to indemnify and save harmless, the said Pennsylvania Power and Light Company, the said Pennsylvania Realty and Investment Company, their associated companies, their respective officers, agents, employees, successors and assigns, of and from any and all suits, claims, demands, actions, damages, or claims for damages arising from any injury or damage to personal property by reason of the flooding of said premises by the waters of Wallenpaupack.