

This Deed,

Made the THIRTIETH (30th) day of September in the year of our Lord one thousand nine hundred and seventy-seven (1977).

Between WILLIAM R. McGUIRE and DOROTHY E. McGUIRE, husband and wife, of 2629 Grisdale Road, Roslyn, Pennsylvania 19001, hereinafter called GRANTORS

AND

STEVEN A. and KATHLEEN M. GRAHAM, husband and wife, as tenants by the entireties, and JOHN R. PATRICK AND JOANNE M. PATRICK, husband and wife, as tenants by the entireties, of 3320 Camelot Drive, Bethlehem, Pennsylvania 18016, as between the undivided interest, said premises shall be held as tenants in common, hereinafter called GRANTEES,

Witnesseth, that in consideration of Thirty-seven Thousand Five Hundred and no/100ths (\$37,500.00) Dollars, in hand paid by the receipt whereof is hereby acknowledged; the Grantors do hereby grant and convey to the said Grantees, their Heirs and Assigns,

all that certain piece or parcel of land, situate, lying and being in the Township of Palmyra, County of Pike and State of Pennsylvania, as laid out and plotted upon a map entitled: "PENN WOOD DEVELOPMENT LANDS OF ANNA K. COUTTS, SCALE 1" = 100', DATE JUNE 1959, REVISION #1 OCTOBER 10, 1966," as prepared by Harry F. Schoenagel, R.S., and more particularly bounded and described as follows:

BEGINNING at the Northeastern corner of the premises herein conveyed, said corner being located in the center of a 40-foot wide private road and further being located South fifty-nine (59) degrees fifty (50) minutes West ninety-two & six-tenths (92.6) feet, South seventy-seven (77) degrees thirty-five (35) minutes West one hundred eleven and no-tenths (111.0) feet, South seventeen (17) degrees fifty-one (51) minutes East twenty-five (25) feet, South eighty-nine (89) degrees seven (07) minutes West ninety-three and one-tenth (93.1) feet, South eighty (80) degrees two (02) minutes West three hundred sixty-eight and no-tenths (368.0) feet, South seventy-nine (79) degrees no (00) minutes West three hundred and no-tenths (300.0) feet, South seventy-five (75) degrees ten (10) minutes forty (40) seconds West ninety-nine and seventy-six one-hundredths (99.76) feet from Monument No. 179 on the project line of the Pennsylvania Power and Light Company; thence South fifteen (15) degrees no (00) minutes East one hundred forty-three and thirty-four and thirty-four one-hundredths (143.34) feet; thence South seventy-nine (79) degrees no (00) minutes West fifty (50) feet; thence South seventy-six (76) degrees thirty-two (32) minutes West fifty (50) feet; thence North fifteen (15) degrees no (00) minutes West one hundred forty (140) feet to the center of a forty (40) foot wide private road; thence along the center line of said private road, North seventy-six (76) degrees thirty-two (32) minutes East fifty (50) feet; thence, continuing along the center line of said private road, North seventy-five (75) degrees ten (10) minutes East forty-nine and eighty-eight one-hundredths (49.88) feet to the point and place of BEGINNING.

BEING lot No. 58 on the aforesaid revised map.

In these rights and restrictions the following words shall have the following meanings:

SELLER: Seller means the vendor, seller, grantor or transferor named in the annexed document, and includes the heirs and assigns of the seller;

PURCHASER: Purchaser herein means the purchaser, buyer, grantee or transferee named in the annexed document and includes the heirs, executors, administrators, successors and assigns of the purchaser;

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OFFICE OF RECORDING AND CERTIFICATION

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OFFICE
DAUPHIN COUNTY, PA.
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Penn Wood Rest

In these rights and restrictions the following words shall have the following meaning:

Seller: Sellers means the vendor, seller, grantor or transfer or named in the amended document, and includes the heirs and assigns of the seller.

Purchaser: Purchaser herein means the purchaser, buyer, grantee or transferee named in the annexed document, and includes the heirs, executors, administrators, successors and assigns of the purchaser.

Lot: Lot means the premises referred to in the annexed document:

Words: The singular shall include the plural and vice versa: and the male shall include the female and neuter.

TOGETHER WITH unto the purchaser and his heirs and assigns, in common with the seller and her heirs and assigns forever:

1. The right to use the waters of Lake Wallenpaupack for boating, bathing and fishing.

2. The right of ingress, egress and regress on, over and across Cove Road, Cove Road Access, Penn Wood Drive, Point Road Access and Glen Access, and such other roads in the said development as may from time to time be opened by the seller and her heirs and assigns.

By accepting this document, the purchaser, for himself, his heirs, executors, administrators, successors and assigns hereby covenants with the seller, her heirs, executors administrators, successors and assigns, who shall purchase or otherwise acquire one or more lots in the development of which the lot hereby conveyed is a part, as follows:

1. No building existing or to be erected on the lot shall at any time be used for the purpose of any professiona (except as hereinafter set forth), trade, employment, manufacture or business of any description, nor as a school, sanatorium, hospital, nursing home nor as a hotel, apartment house, or place of public resort, nor for any sport or game other than such games as are customarily played in connection with the occupation of a private residence, nor shall the lot without a building be so used, nor shall anything be done on the lot or in any building thereon which may be an annoyance or nuisance to the occupiers or neighboring lands. Provided, that the owner or occupant of the lot and the building thereon may use the premises for the private practice of medicine, law, dentistry, architecture or engineering subject however, that the exterior appearance of the structure used for such limited professional purpose always remains that of a private dwelling or residence for one family and the number of practitioners shall be limited to one person who is the owner or lessee of the lot. If the premises or structure is used for a specific professional purpose permissible hereunder, only one sign, not exceeding six square feet including frame, limited to identifying the practitioner and his professiona, shall be permitted on the premises or any structure thereon.

2. Except as above provided the lot shall be used for private residential purposes only.

3. No building shall be erected on the lot other than one private detached dwelling house, such dwelling house to be suitable for the use of and to be used by a single family only, and one garage attached to or detached from the dwelling house and suitable for not more than two cars. No basement or garage shall be used as a separate or sole residence. The lot shall not be subdivided for the purpose of evading the restriction limiting erection of one dwelling house and one garage upon the lot.

4. The lot may not at any time be cleared, excavated, graded or latered without first obtaining approval in writing from the seller provided, however, that the purchaser shall cut the brush on the lot and maintain the lot in a neat condition, and, if after July first in any year the lot in the opinion of the seller or her agent is untidy or unsightly, seller or her agent may clear or tidy the lot and charge reasonable costs of such work to the purchaser.

5. Before commencing construction of any improvements on the lot, or before commencing any outside alterations or additions to any building thereon, the purchaser shall obtain the seller's approval in writing of the plans, elevations and locations of such improvements and the septic sewage system, all as shown on a plot plan and the construction of any such improvements, such alterations and additions and the septic sewage system shall be carried out in strict

conformity with such approved plans.

6. No tent, trailer, mobile home, barn, outbuilding, shack, shed, temporary building, outhouse, privy, chemical toilet or unsightly structure shall be permitted on the premises, nor shall the premises be used for garbage disposal, dump or junk yard.

7. No exterior of any building, nor any clearing, excavating or grading, shall be left in an unfinished state for a period longer than one year from the date construction is first begun, nor shall any house be occupied prior to completion of the exterior except with the prior consent of the seller.

8. A septic sewage system shall be installed of a standard and design and in a location approved by the seller and such system shall comply with the requirements of all local and state sanitary codes. The effluent from septic tanks shall not be permitted to discharge into any storm water sewer, open ditch, drain, stream, pond or lake but shall be discharged only into an absorption field approved by the seller.

9. No poultry, livestock, pigs, horses, cattle, sheep or goats shall be kept or maintained on the premises and no kennels for dogs or cats shall be erected, used or maintained thereon.

10. No building shall be erected closer than ten feet to the sideline of the lot, nor closer than thirty-five (35) feet from the center of any right-of-way adjoining the lot. In addition, the seller specifically reserves the right to approve or disapprove the location of all structures to be erected on the lot as provided in paragraph 5 hereof.

11. (a) No docks of any kind shall be constructed or maintained by the purchaser on the shore line of Lake Wallenpaupack. Subject to the rights of the Pennsylvania Power and Light Company, its successors and assigns, the seller shall have the exclusive right to limit the number and designate the location of all docks in front of the development of which the lot hereby conveyed is a part. Purchaser agrees to pay his share of the expenses, as they are from time to time adjusted and billed by the seller for the construction, repair, reconstruction and replacement of such docks and other common use facilities and the installation in the spring, removal in the fall and moving the docks when necessary.

(b) So long as the streets and roadways existing within the development remain private, and unless and until the same are specifically dedicated to any governmental body, which seller shall have the right to do without the permission of purchaser, seller reserves the right to control, maintain and repair said streets and roads. Purchaser agrees to contribute towards maintenance and repairs of said streets and roads in the amount as from time to time may be adjusted by the seller and billed to the purchaser for payment.

(c) The purchaser acknowledges that the water supply and distribution system is owned and operated by the seller and agrees to pay (1) a tap on fee at the time any connection thereto is made and to arrange such connection only through the seller and (2) an annual water service and maintenance charge as determined by the seller from time to time.

(d) The seller reserves the right to sell, or assign for the maintenance and operation thereof, in whole or in part, the water supply system, road and street maintenance, construction, care and maintenance of docks, and the improvements of beach and common use facilities, to a recognized organization of Penn Wood property owners, or to any other group, company or corporation as the seller in her sole judgment may decide.

(e) In the event that the purchaser fails to pay to the seller such assessments, fees or charges for docks and common use facilities, roads and the water distribution system, as set forth in sub-paragraphs (a), (b), and (c) above, before May first in any year, and such default continues for thirty days, the amount due shall become and is hereby declared to be a lien on purchaser's lot. Such assessments, fees or charges shall be due and payable from purchaser from the date he erects any improvements on his lot whether or not he actually makes use of said docks and common use facilities, roads, and the water distribution system, subject to the limitation that such purchaser shall only be charged for water if he has tapped on to the water distribution system.

12. The rights to the use of the roads, docks, common use facilities, and to enjoy the waters of Lake Wallenpaupack herein before mentioned in common with others having similar rights shall not be separately conveyed, encumbered, leased or licensed unless such rights accompany the conveyance, encumbrance, leasing or licensing of the lot herein described and conveyed by the seller, it being specifically understood and agreed that the aforesaid rights shall only run with the land.

13. The seller reserves for herself, her heirs, assigns, agents and nominees the right to install, erect, construct, maintain, repair and replace wires on poles, guys and supports attached thereto, conduits for electricity, telephone lines, TV, aerial service wires, water pipes and lines, sewer pipes and lines, sewer pipes and lines, and gas pipes or lines in, on or over the said lot and adjacent roadways, exercising due care for said lot and any improvements thereon erected.

14. All Persons using the roads, docks, common use facilities and the waters of Lake Wallenpaupack do so at their own risk and responsibility. The seller and her heirs and assigns assume no liability for any use or misuse thereof, nor any damage to person or property, and purchaser will indemnify and save harmless the seller from any and all claims, losses, damages or injuries growing out of such exercise.

The purchaser accepts this conveyance, subject to all the restrictions, reservations, covenants, conditions and agreements above set forth, which shall be deemed to be and are COVENANTS RUNNING WITH THE LAND. The Purchaser covenants with the seller that the said purchaser will forever faithfully observe, keep and perform the said several restrictions, reservations, covenants, conditions and agreements and each of them. And if the said purchaser, or any person firm or corporation claiming under him, shall at any time violate or attempt to violate, or shall omit to perform or observe any one of the foregoing restrictions, reservations, covenants, conditions and agreements, it shall be lawful for the seller, or for any person, firm or corporation owning a lot in this subdivision, which is subject to the same restrictions, reservations, covenants, conditions, and agreements 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.

EXCEPTING AND RESERVING out of and from the premises above described and herein conveyed unto the Grantor, her heirs and assigns, the portion of any private roadway lying with the bounds of the lot herein described and conveyed as a right-of-way for road and utility services.