

PROTECTIVE COVENANTS  
FOR INDIAN ROCKS PROPERTY OWNER'S ASSOCIATION, INC., of Ledgedale

[NOTE: THESE PROTECTIVE COVENANTS UTILIZE THE NAME OF THE FORMER DEVELOPER, BROADSCOPE, INC. THROUGHOUT THE COURSE OF THE COVENANTS. ON JULY 17, 1981 INDIAN TRAILS PROPERTY OWNER'S ASSOCIATION INC., OF LEDGEDALE NOW KNOWN AS INDIAN ROCKS PROPERTY OWNER'S ASSOCIATION OF LEDGEDALE PURCHASED THE COMMON FACILITIES FROM BROADSCOPE, INC. AND TOOK AN ASSIGNMENT OF THE RIGHTS OF BROADSCOPE INC. AS THEY RELATE TO THE PROTECTIVE COVENANTS.]

THESE PROTECTIVE COVENANTS ARE BEING FILED TO CORRECT ERRORS IN THE PROTECTIVE COVENANTS FOR INDIAN ROCKS-INDIAN TRAILS TRACT FILE ON AUG. 10, 1978 IN THE RECORDER OF DEEDS OFFICE FOR WAYNE COUNTY IN VOLUME 350 PAGE 183-212, AND THE PROTECTIVE COVENANTS FILED ON OCTOBER 3, 1978 THE RECORDER OF DEEDS OFFICE WAYNE COUNTY IN VOLUME 351, PAGE 1148-1166

SUPPLEMENTAL DECLARATION OF PROTECTIVE COVENANTS FOR INDIAN ROCKS-INDIAN TRAILS TRACT, A DEVELOPMENT OF BROADSCOPE, INC., SALEM TOWNSHIP, WAYNE COUNTY PA.

THIS SUPPLEMENTAL DECLARATION IS MADE THIS 4TH DAY OF December 1978 by BROADSCOPE, INC., hereinafter called the "Developer."

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easement, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and,

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and dispersing the assessments and charges hereinafter created, and

WHEREAS, Developer has incorporated under the laws of the State of Pennsylvania, as a nonprofit corporation, the Indian Trails Property Owner's Association, Inc. for the purpose of exercising the functions aforesaid.

WHEREAS, under prior deeds and restrictive covenants of record pertaining to Map 1,2, and 3 Sections of Indian Rocks, the prior developer, Indian Rocks, Inc. obtained certain rights and obligations set forth therein. These rights and obligations were conveyed to Broadscope, Inc., the developer herein, who incorporated the prior restrictive covenants and expanded them as set forth below.

NOW, THEREFORE, the developer declares that the real property described in Article II and such additions thereto as may hereinafter be made pursuant to Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

## ARTICLE I

### Section 1.

The following words when used in this Supplemental Declaration or any future Supplemental Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Indian Trails Property Owners Association Inc., its successors and assigns, and The Property Owners Association referred to in prior deeds or Schedules of Restrictions of record pertaining to Map 1,2, and 3 Sections of Indian Rocks.
- (b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Supplemental Declaration or any future Supplemental Declaration under the provisions of Article II, hereof or shown on the Subdivision Plans recorded previously of "Bear Tract", "Tanner's Point", and "Five Mile Tract", as subdivisions of Indian Rocks, Inc.
- (c) "Common Properties" shall mean and refer to utilities, amenities, personal property and those areas of land shown on any recorded subdivision plat of the Properties and/or intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family individually or on a rental or time sharing basis with one or more single families.
- (f) "Limited Common Properties" shall mean and refer to those areas of land so designated upon any recorded subdivision plat of The Properties intended to be devoted to the common use and enjoyment of the owners of specifically designated properties, and also those areas so designated from time to time by the Developer for the purposes aforesaid.
- (g) "Private Ways, Private Roads and Private Lanes" shall mean and refer to every way of access for vehicles, which are not dedicated to the general public but are designated as either Common Properties or Limited Common Properties. The fact that a Private Way, a Private Road or a Private Lane shall be known by the name of street, road, avenue, place or other name shall in no way cause the particular way, road, or land to be public despite the fact that under general definitions are not private in nature.
- (h) "Private Pathways" shall mean and refer to those ways of access not available to regular traffic and which are not dedicated to the regular public but are designated as Common Properties or Limited Common Properties, and shall include equestrian ways.
- (i) "Public Streets, Public Roads, Public Ways, and Public Lanes" shall be ways of access for vehicles which are dedicated to the general public.
- (j) "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "utility Easements", or as may be provided in or by the Supplemental Declaration, or any future Supplemental Declaration.

- (k) "Reserve Properties" shall mean and refer to those areas of land designated on any recorded subdivision plat of The Properties as "Reserved Properties".
- (l) "Commercial Lot" shall mean and refer to any lot so designated on any recorded subdivision plat of The Properties or as may be so designated or by this Supplemental Declaration, or any future Supplemental Declaration. The cemetery shall be considered as commercial.
- (m) "Single Family Detached" shall mean and refer to any building intended for use by a single family and not attached to any other building.
- (n) "Single Family Attached" shall mean and refer to any building containing two or more Living Units attached, but each Living Unit located on a separate parcel of land.
- (o) "A Parcel of Land" may be less than a Lot, a single Lot or more than a Lot, or several Lots or a plot of land described by metes and bounds description.
- (p) "Owner" shall mean and refer to the Developer, and any other record owner and the contract purchaser from the Developer, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon the properties, but shall not mean and refer to any mortgagee unless and until such mortgage has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.
- (q) "Member" shall mean and refer to all those owners who are members of Indian Trails Property Owners Association, Inc.
- (r) "Associate Member" shall mean and refer to those persons or entities who are associated members of the Association as provided in Article III, Section 3 hereof.
- (s) "Household" shall mean and refer to those who dwell under the same roof and constitute a family.
- (t) "Architectural Review Committee" shall mean a committee of persons, which shall be appointed by the Developer, or its assigns for the purpose of approval or disapproval of improvements as more specifically set forth herein.

## ARTICLE II

### Properties Subject To This Declaration: Additions Thereto

#### Section 1. Existing Property

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Supplemental Declaration is located and situated in the Township of Salem, County of Wayne, and Commonwealth of Pennsylvania, as more specifically set forth by the subdivision plans recorded in the Recorder of Deeds Office in and for Wayne County, Pennsylvania, in Map Book 16, Page 103, Map Book 16, Page 64; and Map book 17, Page 40 and known as Indian Trails Tract of Indian Rocks Development.

#### Section 2. Additions To Existing Property.

Additional lands of the Developer situated in Wayne County, Pennsylvania, may become subject to the Supplemental Declaration in the following manner:

- (a) Additions in Accordance with a General Plan of Development. The Developer, its successors and assigns, shall have in future stages of the development the right but not the obligation to bring within

the plan of these Supplemental Declaration additions properties, regardless of whether or not said properties are presently owned by the developer. UNDER NO CIRCUMSTANCES shall this Supplemental Declaration or any future Supplemental Declaration or such General Plan bind The Developer, its successors and assigns, to make the proposed additions or to adhere to the Plan in any subsequent development of land shown upon such General Plan or in anywise preclude the Developer its successors and assigns, from conveying the lands included, in the General Plan, free and clear of such Plan, as well as free and clear of this Supplemental Declaration or any future Supplemental Declaration.

(b) The Additions authorized hereunder shall be made by filing of record Supplemental Declaration of Covenants and Restrictions with respect to additional property which shall extend the plan of the covenants and restrictions of this Supplemental Declaration to such property, and the Owners, including the Developer, of Lots and Living Units in such additions shall immediately be entitled to all privileges herein provided.

(c) Such Supplemental Declaration may contain such complimentary additions and modifications of the covenants and restrictions contained in this Supplemental Declaration, as may be necessary to reflect the different character, if any, of the added properties as are not consistent with the plan of this Supplemental Declaration. In no event, however, shall such Supplemental Declaration materially revoke, modify and add to the covenants established by this Supplemental Declaration as to the lots sols at the time of the filing of the Supplemental Declaration.

#### Section 3. Additions limited to Developer.

No one other than the Developer, its successors and assigns, shall have the right to subject additional lands to the covenants and restrictions contained in this Supplemental Declaration, unless the Developer, its successors and assigns, shall indicate herein or in writing to the Association that such additional lands may be included hereunder.

#### Section 4. Mergers

Upon a merger or consolidation of the Association with another association as provided by law, its properties, rights and obligations may, by operation of law be transferred to another surviving or consolidated association or alternatively, the property rights and obligation of another association may, by operation of the law be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Supplemental Declaration within the Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation however shall affect any material revocation, change or addition to the covenants established by this Supplemental Declaration within the Property except as hereinafter provided.

### ARTICLE III

#### Membership and Voting Rights in the Association

##### Section 1. Membership.

The Developer, its successors and assigns, shall be a member of the Association so long as it shall be the record owner of a fee, or an undivided fee, interest in any Lot or Living unit which is subject by covenants of record to being assessed by the Association, even though such assessment has not yet commenced, and the Developer shall also be a member until it is paid in full for every such Lot or Living Unit which it shall sell. Also, every person or entity who is a record owner of a fee or undivided fee or interest in any Lot or Living Unit which is subject by covenants of record to being assessed by the Association and who shall have paid the developer in full for the purchase price of the

Lot or Living Unit, shall be member of the association, provided that any such person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation shall not be a member.

NOTE- [THERE ARE NO LONGER ANY CLASS B MEMBERS IN THE ASSOCIATION. THE DEVELOPER BROADSCOPE INC., GAVE UP THIS RIGHT BY A WRITTEN AGREEMENT WITH THE ASSOCIATION IN JUNE 1988. PURPOSE OF THIS CHANGE WAS TO ALLOW THE PROPERTY OWNERS IN THE DEVELOPMENT TO CONTROL, BY VOTE, THE AFFAIRS OF THE ASSOCIATION.]

## Section 2. Voting Rights.

The Association shall have two classes of voting membership:

Class A. Class A member shall be all those persons or entities as defined in Section 1 with the exception of the Developer who have paid the Developer or an assignee of the Developer in full for the purchase price of a Lot or Living Unit. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot or Living Unit, the vote for such Lot or Living Unit shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. Class B member shall be the Developer. The Class B member shall be entitled to seven hundred votes for each Lot or Living Unit, covenants of record to being assessed by the Association, even though such assessment has not yet commenced, and the Developer shall also be a member until such time it shall cease to be a record owner, and have paid in full for the purchase price of a Lot or Living Unit. The Developer shall continue to have the right to cast votes as aforesaid (seven hundred for each Lot or Living Unit) even though it may have contracted to sell the Lot or Living Unit or may have same under a mortgage or deed of trust. For purposes of determining the votes allowed under this section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

## Section 3. Associate Members.

Every person or entity who has entered into a contract of purchase with the Developer covering a Lot or Living Unit which is subject by covenants or record to being assessed by the Association and who has not paid the Developer in full for the purchase price of the Lot or Living Unit shall be an associate member of the Association. Also every person every person or entity who has entered into a contract with the Developer to lease, or for a right to use or timesharing either un an undivided interest in the fee basis or internal ownership, or vacation license, shall be an associate member of the Association. An associate member shall be entitled to all the privileges of a member except the right to vote in the election of directors, or on any other matters. Recession of a contract of purchase, lease, time share, license etc., by Developer for any reason shall terminate the associate membership. Other persons living in other sections of the Indian Rocks Development, e.g. Bear Tract, Tanners Point, Five Mile Tract, etc., may become associate members upon application to Indian Trails Property Owners Association and approved by its Board of Directors of said membership.

Section 4. Members and associate members are limited as to the easement of enjoyment of the common properties, with the exception of ways of access for vehicles, in Article IV of this declaration, and the attention of each member if specifically called to the limitation appearing in Article IV, Section 3 (f).

NOTE-[ON FEBRUARY 25 1986, JUDGE ROBERT J. CONWAY, PRESIDING JUDGE IN WAYNE COUNTY, SIGNED AN ORDER IN A DECLARATORY JUDGEMENT ACTION WHICH PROVIDED, INTER ALIA, THAT ALL PROPERTY OWNERS IN THE DEVELOPMENT OF INDIAN ROCKS ARE TO BE TREATED ON AN EQUAL BASIS, REGARDLESS OF WHETHER A PROPERTY OWNER OWNS A LOT IN SECTION 1,2,3, TANNERS POINT, BEAR TRACT, AND FIVE MILE CREEK. REFER TO NO. 131-CIVIL-1985 WAYNE COUNTY.]

#### ARTICLE IV

##### Property Rights of the Common Properties

###### Section 1. Members and Associate Members' Easement of Enjoyment

Subject to the provisions of Article III hereof and Section 3 of this Article IV, every, member and associate member, so long as the associate membership shall continue, shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

###### Section 2. Title to Common Properties.

The Developer may convey, assign, set over or give the Common Properties to the Association in whole or in part at any time it desires and the Association must accept title and ownership upon a tender of said title of ownership. All expenses of said conveyance to be borne by the Association.

###### Section 3. Extent of Members' and Associate Members' Easements.

The rights and easements of enjoyment created hereby with the exception of the rights and easements created in Section 6 of this Article IV shall be subject to the following:

(a) the right of the Developer and/or the Association to borrow money for the purpose of constructing, improving and maintaining the Common Properties or for any other purpose and in aid thereof to mortgage said properties or execute a deed of trust or other trust instrument covering said properties; and

(b) the right of the Association to take such steps as are reasonable necessary to protect the above described properties against foreclosure; and

(c) the right of the Association to suspend the enjoyment or rights of any Member or Associate Member for any period during which any assessment, service or use charge, remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable maintenance service or use charges, admission and other fees for the use, service and enjoyment of the Common Properties; and

(e) the right of the Association to make Common Properties available by lease or otherwise, subject to subparagraph (g) hereof another Association or class of people and to permit persons who are not automatically members or associate members subject to rules and regulations of the Association.

(f) except as to the Developer, only on household shall be entitled to the benefit of the easement of enjoyment as to the Common Properties by reason of ownership or contract of purchase of a Lot or Living Unit; the Association may enlarge the limitation aforesaid by a vote of majority of its Board of Directors; and specifically, this limitation shall not apply to private way access for vehicles; and

(g) the right of the Developer, its assigns and invitees, until all Lots and Living Units located within The Properties shall have been sold and paid for to make use of the Common Properties, at no charge to the Developer, to encourage sales; and

(h) the right of the individual members and associate members to the exclusive use of parking spaces as provided in Section 5 hereof; and

(i) the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless such action shall be approved by a vote of 51% of the vote of each class of membership, and unless written notice of the proposed agreement and action hereunder is sent to every member at least (30) days in advance of any action taken.

#### Section 4. Delegation.

Any member or associate member may delegate his right of enjoyment to the Common Properties and facilities, however, that right shall be subject to Section 3 (f) of this Article IV and to published rules and regulation of the Association.

#### Section 5. Parking Rights.

Subject to reasonable rules and conditions, the Association shall maintain and designate at least one parking space conveniently located with respect to each Living Unit within a multifamily structure for which the Developer may request same and such parking space shall be for the exclusive use of members or associate members residing therein, their families and guests. The use of such space by any other member, associate member, or person may be enjoined by the Association of the members or associate members entitled thereto. The right of the exclusive use of such parking space and to its maintenance and designation by the Association shall be appurtenant to and shall pass with title to each Living Unit within the Multi-family Structure.

#### Section 6. Private Ways of Access for Vehicles.

Each owner shall have a right of ingress and egress and passage over all private ways of access for vehicles for himself, members of his household, and his guests and invitees, subject to such limitations (except such limitation shall not apply to Developer) as the Association may impose from time to time as to guests and invitees. Such right in the private ways of access for vehicles which are a part of the Common Properties shall be appurtenant subject to a right-of-way for agents, employees and officers, of Wayne County, State of Pennsylvania and any other governmental or quasi-governmental agency having jurisdiction in Indian Trails to permit the performance of their duties, including but not limited to, school buses, mail vehicles, emergency vehicles and law enforcement vehicles.

### ARTICLE V

#### Property Rights Of Limited Common Properties

#### Owners Easement of Enjoyment

#### Section 1.

A parcel of land designated by a letter shall be devoted to the common use and enjoyment of Lots and Living Units specifically designated by the addition of the same letter suffix to their Lot or Living Unit number as shown of the Subdivision Plan to the exclusion of the common use and enjoyment of other owners of the specifically designated Lots and Living Units upon the Properties. The owners specifically designated Lots and Living Units, subject to Article X hereof, shall have a right of easement of enjoyment in and to the particular Limited Common Properties and such easement shall be appurtenant to and shall pass with every such specifically designated Lot or Living Unit.

Section 2. Title to Limited Common Properties.

The Developer may convey, assign, or set over the limited common properties to the Association at any time. All expenses of said conveyance to be borne by the Association.

Section 3. Maintenance Of Limited Common Properties.

The specifically designated Lots and Living Units entitled to the common use and enjoyment of the Limited Common Properties shall be assessed equally on a per lot basis for the actual cost of maintenance in accordance with Article VI, Sections 1, 2, 7, 8, 9, 10 and 11 in the same manner as though it was an annual assessment provided for in Article VI. This assessment, if any, is to be in addition to the annual assessment on the owner's individually owned Lots and Living Units.

ARTICLE VI  
Covenant For Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation.

Each owner of any Lot or Living Unit by acceptance of a deed therefore, or by entering into a contract of purchase with the Developer, whether or not is shall be so expressed in any such deed, contract of purchase, or other conveyance, shall be deemed to covenant and agree to pay the Association

(a) annual assessments or charges;

(b) special assessments for capital improvements,

Such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees also shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.

Section 2. Purpose of Annual Assessments.

The annual assessments levied hereunder by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in The Properties and in particular for the construction, improvement and maintenance of properties, service and facilities devoted to the purpose and related to the use and enjoyment of the Common Properties and the improvements situated upon The Properties, including, but not limited to, construction of the water system and sewer system, the payment of taxes and insurance on the Common Properties, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. The limitation aforesaid shall not preclude the use of assessments levied hereunder for maintenance of ways of access for vehicles and roads and streets within The properties, even though same may have been dedicated to the public.

Section 3. Basis and Maximum of Annual Assessments.

The initial annual assessment shall be \$75.00 per Lot or Living Unit. The annual assessment may be increased by vote of the Board of Directors. Unless the annual assessment shall be increased as aforesaid, it shall remain at \$75.00 per Lot or Living Unit.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment for any year at a lesser or larger amount. Likewise, the Board of Directors of the Association may, after consideration of lack of improvements



as to lots in certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

#### Section 4. Special Assessments for Capitol Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Board of Directors of the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the water system, the sewer system, and the ways of access for vehicles and roads and streets within The Properties, even though the roads and streets may have been dedicated to the public, and also other capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto. The Board of Directors of the Association may, after consideration of lack of improvements as to lots in a certain area, fix the actual assessment for any year as to these particular lots at a lesser amount.

#### Section 5. Change in Basis of Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the asset of 51% of the votes of each class of members at least 30 days in advance and shall set forth the purpose of the meeting.

#### Section 6. Quorum for Any Action Authorized Under Section 5.

The Quorum of any action authorized by Section 5 hereof shall be as follows: At the first meeting called as provided in Section 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast 50% of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 90 days following the preceding meeting.

#### Section 7. Date of Commencement of Annual Assessments\*: Due Date.

The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement; however, in no event shall the assessment commence as to any particular Lot or Living Unit until a contract of sale covering such Lot or Living Unit has been entered into with the Developer.

Initially, and until changed by the Board of Directors, an annual assessment of \$75.00 per Lot or Living Unit shall be paid to the Association on the first day of February, commencing in the year following the date of the initial contract of sale entered into for any Lot or Living Unit. The assessment for any year, after the first year, shall become due and payable on the first day of February or such other day as fixed by the Board of Directors of the Association. In the event the Board of Directors provides for monthly payments of the assessment, and there is a default in said payments, which is not remedied within 30 days, the Association shall have the option of declaring the assessment for the entire year due and payable.

In the event the Association or its Board of Directors would not be capable for any reason to make the annual or special assessment, collect said assessment and expend the funds for the purposes set forth in Article VI hereof, then all the rights, powers and duties of the Association and the Board of Directors as set forth herein are given to the Developer to enable it to execute and carry out the provisions and intent of this Article VI.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, and it may also be payable monthly with the same option on the part of the Association in the event of default.

#### Section 8. Duties of the Board of Directors.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment my thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

#### Section 9. Delegation of Collection of Assessment.

The Association may delegate the collection of the assessments herein provided to the Developer, its successors and assigns. Due to the common interest of the Developer and the Association the Association in the delegation of the collection of the assessments may agree that the failure on the part of an Owner to pay an assessment as herein provided shall be a reason or ground for which the Developer may rescind a contract of sale as to a Lot or Living Unit.

#### Section 10. Effect of Non-Payment of Assessment The Lien, The Personal Obligation; Remedies of Association.

If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall, upon the election of the Association to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becomes a continuing lien on the property which may be entered of record against said property and owner hereby gives a power of attorney to any attorney of record to appear and confess judgment against the Lot owner and his heirs and assigns, for the amount due, which shall bind such property in the hands of the owner, his heirs, devisees, personal representatives, and assigns. The personal obligation of the Owner to pay such assessment shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid as provided in Section 7 and the Association shall declare the entire assessment due and payable, the assessment shall bear interest from date of delinquency at the rate of 6% per annum, and the Association may foreclose the lien against said property, or may bring an action at law against the individual(s) or entity personally obligated to pay the same. Both actions shall be cumulative and neither shall preclude the other. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment if obtained, such judgment shall include interest on the assessment as above provided and attorney's fee of 25% but not less than \$25.00 together with the cost of action.

#### Section 11. Subordination of the Lien to Mortgages.

The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first deed of trust now or hereafter placed upon the properties subject to assessment. The ordinary sale

or transfer of the Properties subject to assessment shall not affect the assessment lien. However, the sale or transfer of any of The Properties which is subject to any first mortgage or deed of trust pursuant to a decree of foreclosure under such mortgage or deed of trust or any proceeding in lieu of foreclosure thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

#### Section 12. Exempt Property.

The following property to this Supplemental Declaration shall be exempted from the assessments, charges and lien created herein:

- (a) All properties to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Properties as defined in Article 1 hereof.
- (c) All properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption.
- (d) All limited Common Properties.
- (e) All Utility Easements and all other easements.
- (f) All Reserved Properties.
- (g) All Utilities.
- (h) All Property owned by Developer.

## ARTICLE VII Party Walls

#### Section 1. General Rules of Law to Apply.

Each wall, floor and ceiling which is built as part of the original construction of the homes upon the properties and place on the dividing line between the lots, shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto.

#### Section 2. Sharing of Repair and Maintenance.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

#### Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof, in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions.

#### Section 4. Weatherproofing.

Notwithstanding any other provision in this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

#### Section 5. Right to Contribution Runs With the Land.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration.

In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VIII  
Architectural Control Committee

Section 1. Review by Committee.

No building, excavation exterior remodeling or altering of any structure, wall or fence shall be commenced without obtaining written approval of the Developer or by an Architectural Committee composed of three (3) or more representatives appointed by the Board of Directors of the Association as to the location, elevation, set back from property lines, construction material, quality of workmanship and harmony of external design with existing structures.

Section 2. Submission of Plans.

Plans drawn to scale showing interior and exterior elevations. Exterior materials, color selections, and landscaping plans must be presented to the Committee in triplicate for their approval. These plans shall also include a lot plat showing the location of the structure on the lot, and must include measures for controlling soil erosion and sedimentation. The Developer or the Committee shall approve or disapprove the same plan within 45 days after the same has been submitted. The Developer or the Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these covenants or the rules and regulations promulgated by the Developer or said Association.

Section 3. Construction Time.

Once the construction of a building or any other structure commences upon any lot, the said structure shall be finally completed and ready for its intended use; and all exterior grading and planning completed within one year from the date of commencement of said construction.

ARTICLE IX  
Exterior Maintenance

Section 1. Exterior Maintenance.

In the event the Owner of any Lot or Living Unit shall fail to promptly provide for exterior maintenance as to buildings or grounds, the Developer or the Association may, but shall not be obligated to do so, provide exterior maintenance as follows, but not limited to: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements, removal of accumulated rubbish, debris, abandoned derelict or incomplete structures and materials and abandoned vehicles.

Section 2. Assessment of Costs.

The cost of such exterior maintenance shall be assessed against the Lot or Living Unit upon which such maintenance is done and shall be added to and become a part of the annual assessment or charge to which such Lot or Living Unit is subject under Article VI hereof and, a part of such annual assessment or charge, it shall be a lien subject, however, to a lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in Article VI hereof. Upon

collection by the Association, the costs shall be paid to the Developer, if Developer has performed the work.

### Section 3. Access at Reasonable Hours.

For the purpose solely of performing the exterior maintenance authorized by this Article IX, the Developer or the Association, through its respective duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit at a reasonable hour on any day.

## ARTICLE X Utility Easements

### Section 1. Reservations of Utility Easements.

Developer, for itself, and its successors and assigns, hereby reserves and is given a perpetual, alienable and releasable easement, privilege and right on, over and under the ground as hereinafter designated of The Properties, Common Properties, Limited Common Properties (whether such easements are shown on said subdivision plat or not) and a 10 foot strip along the interior of all lot lines of each lot of The Properties, and said 10 foot strip aforesaid to be parallel to the interior lot lines of the respective lots, for the installation, maintenance, repair, replacement, transmission, and removal of utilities including but not limited to electricity, antenna, television transmissions and distribution systems, telephone poles, cables, conduits, water mains and lines, drainage lines and ditches or drainage structure, sewers and other suitable equipment for sewage collection and disposal, security systems, lighting, heating and gas. The Developer shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements, and rights referred to in this section, with the understanding, however, that the Developer will make sure utility easement available to the Association and such other suppliers of utilities as the Developer and Association shall agree upon in order that utilities may be installed. Such utility easements shall be made available to the Association without cost to it. The Association and the Owners of lots, other than the Developer, subject to the conduits, pipes, mains, lines, or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights, and easements except that the Association may own all pipes, mains, lines and other equipment or facilities which pertain to the sewer or water system if installed by it or granted to it. As such easements, including those designated on any plat of The Properties, not made available to the Association shall remain private easements and the sole and exclusive property of the Developer and its successors and assigns.

## ARTICLE XI Plan for Construction and Maintenance of Common Properties

### Section 1. Ways of Access for Vehicles.

The ways of access for vehicles shall be constructed by the Developer and those ways of access for vehicles which are not dedicated to the general public will be a part of the Common Properties. The Developer shall be obligated to construct all ways of access for vehicles in any subdivision of The Properties within a period of twenty-four (24) months after the lot is sold or contracted to be sold. The cost of maintenance, capital improvements, operation, taxes and other expenses incident to the ways of access for vehicles, regardless of whether dedicated to the public or as Common Properties, shall be paid for by assessments against each Lot or Living Unit as herein provided.

### Section 2. Lakes, Permanent Parks and Permanent Recreational Plots.

The Developer shall construct the Lakes, Permanent Parks and Permanent Recreational Plots and other recreational facilities set forth on the subdivision plan with the understanding, however, that the

Developer shall be the sole judge as to the time when such Lakes, Permanent Parks and Permanent Recreational Plots and recreational facilities shall be constructed and if the Developer shall decide that it is not economically feasible to construct any or a portion of such, it shall not be obligated to construct same. When such Lakes, Permanent Parks, Permanent Recreational Plots and other recreational facilities are dedicated or conveyed to the Association by the Developer, or used by the Association members the cost of maintenance, capital improvements, operation, taxes and other expenses incident to these Common Properties shall be the obligation of the Association and shall be paid from assessments against each Lot or Living Unit as herein provided, and also from fees for the use of the Common Properties.

### Section 3. Central Water System.

Some of the Lots and Living Units in the properties may be serviced by a central water system which will be constructed by the Developer or Association and owned by them or a public utility water company. The Lots or Living Units to be serviced by the central water system shall be chosen in the sole discretion of the Developer or the Association, and the Developer or the Association reserves the right to decide what Lots or Living Units shall be serviced based on considerations including but not limited to water supply, cost of construction, return on investment, existence of bedrock or other features increasing the cost of construction.

Where such water system is made available to the Lots or Living Unit the owners thereof in consideration of the central water system to be constructed by Developer or Association, their successors or assigns, within The Properties, shall pay to Developer or Association, their successors or assigns, an amount of \$60.00 annually beginning with the month immediately following the date when water distribution facilities have been constructed which are available for use in connection with said lot or living unit and payable annually there after on the first day of May each year, provided however, that at irrespective of the fact that at other general improvements shall have been constructed by the Developer or Association the foregoing charge of \$60.00 annually shall not be imposed so long as the Lots or Living Unit purchaser shall be a customer of the public utility water company or the association owning and operating said water facilities, respectively, and shall pay the rates filed with the Pennsylvania Public Utility Commission or set by regulations promulgated by the Association for the use of the central water system and the water supplied thereby. Said annual charge shall constitute a lien against each Lot or Living unit as heretofore stated, and in the event that the Lot or Living Unit purchaser shall fail to pay said annual charge within 60 days after the first day of May of each and every year, the Lot or Living Unit purchaser herewith for himself, his heirs and assigns, hereby authorizes and empowers any attorney of any court of record to appear for and confess judgment against the Lot or Living Unit owner, heirs and assigns, for the amount due, said judgment not to be entered until 10 days written notice of default has been given to the Lot or Living Unit purchaser, his heirs and assigns, by United States certified mail. The Lot or Living Unit purchaser for himself, his heirs and assigns, agrees that the entry of judgment by the Developer or Association against the lot owner shall not exhaust the said authority; but that the Developer or Association on the Lot or Living Unit purchaser's future defaults shall have the right to successive entries of judgment. At the time owners of the lots or living units shall connect to the water system, they shall pay a connection and/or inspection fee for not less than \$250.00 per connection.

## ARTICLE XII Protective Covenants

Attached hereto as "Exhibit 1" and made a part thereof as fully as though contained herein word for word are the protective covenants relative to The Properties as well as other lands which may be added as provided in Article II hereof. Every provision of this Supplemental Declaration shall apply as fully as to the protective covenants as if same were set forth herein word for word.

ARTICLE XIII  
General Provisions

Section 1. Duration.

The covenants and restrictions of the Supplemental Declaration shall run with and bind the land and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Supplemental Declaration, their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least 90 days in advance of any action taken.

Section 2. Notices.

Any notice given or required to be sent to any member or Owner under the provisions of this Supplemental Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member, Associate Member or Owner on the records of the Association at the time of such mailing

Section 3. Enforcement.

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violation or attempting to violate any covenant or restriction, either to restrain violations or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Assignment, Transfer of Conveyance by Developer.

The Developer reserves and shall have the right to assign, transfer, or convey any reservations, rights or obligation of the Developer hereunder, and upon such assignment, transfer or conveyance the Developer shall immediately be released and discharged as to any and all liability incident to such reservations, right or obligation.

Section 5. Sever ability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions, which shall remain in full force and effect.

PROTECTIVE COVENANTS

1. Application.

These Protective Covenants shall apply to all of the existing Properties. Same shall also apply to additions to existing properties unless the Developer shall specifically except from these Protective Covenants such additions or a portion thereof in the Supplemental Declaration.

2. Architectural Control Committee.

When the Architectural Control Committee hereinafter referred to as A.C.C., is alluded to in these Protective Covenants, it shall mean either the Developer or the A.C.C. appointed by the Board of Directors pursuant to ARTICLE VIII of the Supplemental Declaration. The provisions of ARTICLE VIII of the Supplemental Declaration shall prevail in all respects as to these Protective Covenants, in the event of conflict between these Protective Covenants and ARTICLE VIII of the Supplemental Declaration.

### 3. Amendment, Rescission or Additions.

The Board of Directors of the Developer, its successors and assigns, may amend, rescind or add to the Protective Covenants from time to time, but unless the Lots are specifically exempted for the Protective Covenants by this Supplemental Declaration, or a future Supplemental Declaration at the time the Lots are subject to the plan of the Supplemental Declaration, such Amendment, Rescission or Additions shall not make the Protective Covenants as to those Lots zoned as Residential less restrictive for the construction of residential buildings than as provided in the Federal Housing Administrations then current edition of "Minimum Property Standards for One and Two Living Units".

### 4. Zoning.

The notes upon the recorded subdivision plats shall control as to the use of the Lots reflected thereon. Structures upon Lots designated as commercial upon a recorded subdivision plat shall be entirely controlled as to kind, shape, height, materials, and etcetera by the A.C.C. As to Lots designated as Residential Lots upon recorded subdivision plat, the notes upon the recorded subdivision plat shall control regarding the residential structure types (Single Family Detached, Single Family Attached and Multifamily Structure), which shall be permitted. The notes upon the recorded subdivision plat shall also control as to minimum square footage of each Single Family Detached structure, Single Family Attached Structure as well as each Living Unit in a Multifamily structure. Provision of Article VIII shall control as to kind, shape, height, materials, etcetera in regard to all structures erected upon or moved upon Residential Lots.

### 5. Re subdivision.

No Lot so designated shall be re subdivided except upon written approve of the A.C.C.

### 6. Temporary Structures.

No structure of a temporary character, trailer, basement, tent, shack, garage or outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently.

### 7. Setbacks.

No building or attachment thereto shall be located on any Lot nearer than forty (40) feet to the front Lot line or nearer than ten (10) feet to any side street line or nearer than ten (10) feet to an interior Lot line, except where such requirement creates an undue hardship on the Owner, such setback may be modified as necessary to prevent the hardship by the A.C.C.

### 8. Side Yards.

Where Lots are zoned as Residential the following shall apply:

(a) A Single Family Detached Structure or any building incident thereto shall not be closer to a side lot line than ten (10) feet, except where such restriction creates an undue hardship upon the Owner. The A.C.C. may modify this restriction so as to alleviate the hardship.

(b) A Single Family Attached structure shall not be required to have a side yard, and a common or party wall may be constructed upon the dividing lines between Lots so that the wall by be partially upon one Lot and partially upon the other, or said common wall may be entirely upon one of the two lots involved.



(c) There shall be no requirement as to a side yard where Multi-family structures are involved, and subject to approval by the A.C.C., Multi-family structures may be constructed up to or upon the dividing lines between Lots. The A.C.C. shall decide all questions relative to location of Commercial structures upon Lots Where such structures are permitted subject to paragraph numbered 4 and 7 hereof.

9. Land Near Lakes, Water Courses, Permanent Parks, Permanent Recreational Plots. No building may be placed nor shall any material or refuse be placed or stored upon any Lot or other parcel of land within twenty (20) feet of the shore line of any Lake or within 20 feet of the edge of any open Water course, Permanent Park, Permanent Recreational Plot, or Recreational Facility.

#### 10. Time for Completion of Buildings.

Commercial structures, Single Family Attached structures, and Multi-family structures shall be completed according to plans and specifications both as to exterior and interior within such time as shall be fixed by the A.C.C. when the plans and specifications for the particular structures are approved by the A.C.C. The following shall apply to the construction of a Single Family Detached structure as well as garage and outbuildings permitted:

(a) The exterior of any Single Family Detached structure, garage, or outbuildings permitted which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

(b) The interior of any Single Family Detached structure, garage or outbuildings permitted, which shall be erected upon or moved upon a Lot of The Properties covered by these Protective Covenants shall be completely finished within six months of the date of the start of construction.

The contractor, builder or Owner will submit all structures to inspection by the A.C.C. as required to determine compliance with completion dates herein provided or as may be provided by the A.C.C. In the event of noncompliance with completion dates as herein provided the Developer and/or the Association shall have the right, but not the obligation, to hire a contractor and/or co-contractors to perform the work and furnish the materials necessary for compliance and the particular party acting shall bill the owner for the amount expended plus 10% for administration. In the event the Owner does not pay same, the Developer and/or the Association, as the case may be, shall have the legal right to file statutory lien against the property involved and proceed in law or equity to sell the property to obtain said charges. All money received over and above said charges and court costs shall be paid over to the Owner.

#### 11. Sewage Disposal.

No individual sewage disposal system shall be permitted on any Lot or Parcel of Land of The Properties covered by these Protective Covenants unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or Local public health authorities and approval is given by the A.C.C. When onsite outside sewage is permitted, all Lot Owners having same shall hook up to the central sewage system within six months after collecting lines pass their lot.

#### 12. Water Supply.

No privately owned water system shall be permitted upon any Lot or Parcel of Land of The Properties covered by these Protective Covenants, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Developer or the Association.

13. Sight Distance at Intersections.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. Signs.

No signs of any kind shall be displayed to the public view on any lot except for the Developer without the written permission of the A.C.C.

15. Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved in the Supplemental Declaration and will be reserved in any future Supplemental Declaration and also will be reserved as indicated upon any recorded subdivision plat of The Properties. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of water through drainage channels within the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Association, a public authority or utility company is responsible.

16. Nuisances.

No obnoxious or offensive activity shall be carried on upon any Lot or Parcel of Land of The Properties.

17. Livestock and Poultry.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel of Land of The Properties except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor are offensive or dangerous to others.

18. Garbage and Refuse Disposal.

No Lot or Parcel of Land of The Properties shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a clean and sanitary container, and disposition of same shall be prompt.

19. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or Parcel of Land of The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot or Parcel of Land. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot or Parcel of Land.

20. Vehicles.

No vehicles, trailers or campers shall be abandoned or stored on any Lot or Parcel of Land of The Properties, nor shall any vehicles over ten tons in gross weight be driven over the public streets or private pathways. All vehicles, trailers and campers belonging to Owners of Single Family Detached dwellings are to be garaged and the garage doors are to be kept in a closed position except for ingress and egress.

21. Trees.

No trees, which exceed three inches in diameter, shall be removed or cut without written approval of the A.C.C.

22. Boat Docks.

No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the A.C.C.

23. Firearms.

No fire arms, bows and arrows, slings or explosive shall be discharged or shot, nor shall any hunting be conducted on lots or on The Properties in the areas not reserved for said purposes.

24. Clearing Lots.

No Owner shall clear his Lot of brush, trees, or anything else of an inflammable nature except after having first obtained the written approval of the A.C.C. which approval shall specify the time and manner in which such clearing shall be made. No fires are to be started in the street at any time. All expense for clearing and removal of debris including stumpage from the premises shall be for the account and risk of the Owner.

25. Fences.

No fence of any type shall be installed on any Lot without the written permission of the A.C.C.

26. Boating.

The use of boats on the lake will be regulated by rules promulgated by the Indian Trails Property Owners Association, Inc. and Pennsylvania Power and Light Company. All Other uses are prohibited.

27. These Protective Covenants shall be enforced in this Supplemental Declaration of which the Protective Covenants are a part.

INDIAN ROCKS, INC.  
RESTRICTIONS

WHEREAS said Indian Rocks, Inc. is desirous of selling, conveying and transferring certain lots to individual grantees for the development of said Tanners Point Development, and

WHEREAS Indian Rocks, Inc. is desirous of placing certain restrictions against the properties about to be conveyed, which said restrictions shall be considered as Covenants running with the land and shall be binding on all the parties and all persons claiming under conveyance from Indian Rocks, Inc. their successors or assignees.

NOW, THEREFORE: Indian Rocks, Inc., acknowledges and declares that it holds title to all the certain property situated in Salem Township, Wayne County, Pennsylvania, known as Tanners Point Development and that is desirous of certain Covenants running with the land of record which shall be binding on all grantees, their heirs, successors and assigns and on all of the premises more fully described in the plan of Tanners Point and shall be considered as covenants running with the land.

All property owners in this development are required to be members of a property owner's association known or to be known as "INDIAN ROCKS CLUB" or similar name and to faithfully abide by its rules. No sale, resale or rental of any property in Indian Rocks shall be made to any person or group of

persons who are, have been, or would be disapproved for membership by the said club. Being a private club the INDIAN ROCKS CLUB shall have the right to make such rules and regulation, as it deems necessary from time to time. The INDIAN ROCKS CLUB shall each year collect and assess any dues they see fit from their members, but they shall specifically collect each year from their bona fide members, lot owners or lot lessees the sum of twenty five (25) dollars for lot owned or leased by each member, which yearly collections thus made are to be paid to INDIAN ROCKS, INC. as the yearly consideration and payment for the use of the said recreational facilities and improvements appurtenant to the premises, leased to INDIAN ROCKS CLUB.

The use of The Recreational Facilities, and Improvements and common use of the facilities is for the exclusive use of members in good standing and/or guests and/or tenants of such members. The INDIAN ROCKS CLUB shall lease on a long-term lease as defined herein the aforesaid common use facilities from the owners. Construction on the said premises shall be limited to one single family dwelling with or without a one or two car private garage and/or boat house, as required by the buyers and their heirs and further, all building plans and location of buildings on lot and type of construction shall require the approval, in writing of the sellers, their successors, and assigns.

It is not recommended, but it is permissible, upon special approval by Indian Rocks, Inc. to have the front of buildings as viewed from the road, (including porches, garages, etc.) to total over 30 feet. A blueprint shall be submitted to the Board of Directors of Indian Rocks Inc. and before approval is given, the same shall be received in writing from said Board. There shall be a front yard on each lot which shall not be less than 25 feet setback from the edge of the road, and a rear on each lot the depth of which shall not be less than 25 feet from the rear property line. All buildings shall be erected on the left side of the lot as viewed from the road unless approval is obtained from the Board of Directors of Indian Rocks, Inc. Vacant space on the right side of the lot when viewed from the road is for private parking and/or open patio and/or terrace.

All toilets and plumbing shall be modern and sanitary. No cesspools are permitted, septic tanks shall be used, and all electric wiring shall be approved first by inspectors of the fire underwriter. No building, alteration, fence or addition shall be made without the approval of Indian Rocks, Inc. The said premises and/or buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture of any description, or as a school, hospital, or other charitable institution or institutions of any kind whatsoever, or as a hotel, club camp colony, tourist camp or place of resort and shall be used for dwelling purposes only and no other purposes. No tent and or temporary structure shall be erected, and no trailers and/or mobile homes place without the written approval of the Sellers, it successors and assigns. It is the intention of Indian Rocks, Inc. to make it mandatory that each property owner does not permit his buildings or grounds around the same to become shabby, unpainted, or in a state of disrepair that would injure the general neat, well kept appearance of the development.

The use of any part of the premises for harboring animals such as horses, cows, pigs, goats, sheep, pigeons, ducks, chicken, geese, etc. shall be prohibited, and nothing in the way of a nuisance will be permitted.

That portion of land which no buildings are erected shall be kept clean, free of trash, junk, lumber, building materials, food stuffs, garbage, and/or any other articles detrimental to the general neat appearance of the neighborhood. The use of the above-mentioned vacant land is intended for automobile parking and/or terrace and/or garden. Utility Companies shall not be prevented from using the extreme boundary lines of an property in this Development for the purpose of installing facilities necessary to furnish gas, water, electric, light or telephone service in said Development. Telephone

and/or electric lights and power wiring shall be permitted to cross over property when necessary, but not to interfere with any building erected thereon. The use of any type of signs whatsoever on any part of the property is not permitted without the written permission of Indian Rocks, Inc. These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000 at which time said covenant shall automatically extend for an additional period of fifty (50) years, unless vote of the majority of the members of the Indian Rock Club and the mutual agreement of the Board of Directors of Indian Rocks, Inc. It is agreed to change said covenants in whole or in part.

It is hereby agreed that the use and the maintenance of roads and common use facilities shall be the Grantees and users responsibility and the Grantor herein, shall in no way be held responsible for any accidents, damages, maintenance, or repairs, or other costs arising from or in the course of using such common use facilities or rights of way, and the Buyers will indemnify and save harmless, the Seller from any and all claim, loss, damage or injury growing out of such exercise. That said Buyers, for themselves and their heirs accept this conveyance subject to the easements, and restrictions set forth herein, for themselves, their heirs and covenant with the Sellers, its successors and that the said buyers will forever faithfully observe and perform the said several restrictions and conditions, and each of them and if said Buyers or any person claiming under them shall at any time violate or attempt to violate or shall omit to perform or observe any one of the restrictions and conditions set forth in this deed, it shall be lawful for any person owning a lot and deriving title through the Seller, 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 inequity for the wrong done or attempted.

No noxious or offensive activity shall be carried on upon any lot nor shall anything be done therein which may be or may become an annoyance or nuisance to the neighborhood. Enforcement shall be by proceedings of law or inequity against any person or persons violating or attempting to violate any covenant to restrain, violate, or recover damages. Invalidation of any one of these covenants by Judgment or Court order shall in nowise effect any of the other provisions, which shall remain in full force and effect. These conditions are binding upon the heirs and successors of the parties hereto.

#### INDIAN ROCK - BEAR TRACT DEVELOPMENT

TOGETHER with, unto the grantees, their heirs and assigns, in common, however, with the grantors, their heirs and assigns, the following:

- (a) The right of egress, regress and ingress over all roadways as shown on map of Grantor.
- (b) The right to the use of a common dock and land to be provided for the common use of the grantor, his heirs and assigns.
- (c) The right to use the aforesaid roadways and facilities as is hereby granted, upon the condition and subject to the restrictions that the Grantees, their heirs and assigns, contribute a proportionate amount for the maintenance and repair of the said roadways and common dock by those using same.
- (d) The aforementioned rights and privileges are granted upon the condition and subject to the restrictions, as to the grantees, their heirs and assigns, that no docks for boating shall be allowed in areas set aside for swimming and that any dock in a common use area shall be for common use (as the term common use is hereinafter defined), and individually owned and used docks are not permitted as to the Grantees, their heirs and assigns.

(e) The Grantees, their heirs and assigns shall have the right to the use of the waters of Lake Wallenpaupack for recreation and other purposes to the same extent as is now enjoyed by the Grantors, subject, however, to the manner, form and restrictions set for the in an agreement from the Pennsylvania Power and Light Company to the Grantor.

(f) That the term common use, as hereinbefore used shall be construed to mean the exclusive use by owners and other guests of the property developed by the Grantor and land described in and conveyed to the Grantor by deed from the Pennsylvania Realty and Investment Company. The Grantees, for themselves, their heirs and assigns, agree to and with the Grantors, their heirs and assigns, as follows:

1. The said premises and/or buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture or business of said description, or as a school, hospital, or other charitable institution or institutions, of any kind whatsoever, or as a hotel, club, camp colony, tourist camp, or place of resort, and shall be used for dwelling purposes only and no other purposes.
2. That construction on the said premises shall be limited to one single family dwelling with or without a one or two car private garage and/or boat house, as required by the Grantees, their heirs and assigns and further, all building plans and location of buildings on lot and type of construction shall require the approval, in writing, of the Grantors, their heirs and assigns.
3. That no building, garage or kitchen shall be erected unless there is first erected thereon a main front bungalow.
4. That no sewage and waste water shall be disposed of, except by approval of septic tank. Any other manner of disposal of sewage and wastewater shall constitute a public nuisance.
5. That no toilets, outhouses, fences or any kind or height or other unsightly structures shall be erected.
6. That no tents and/or temporary structures shall be erected, and no trailers and/or Mobile Homes placed without the written approval of the Grantors, their heirs and assigns.
7. That no poultry, farm animals and live stock of any kind whatsoever shall be raised or kept upon the premises. Only one dog and/or cat shall be permitted each property holder.
8. It is the intention of the Developers to make it mandatory that each property owner does not permit his buildings or grounds around the same to become shabby, unpainted, or in a state of disrepair that would injure the general neat, well kept appearance of the development.
9. That portion of land which no buildings are erected shall be kept clean, free of trash, junk, lumber, building materials, food stuffs, garbage, and/or any other articles detrimental to the general neat appearance of the neighborhood. The use of the above-mentioned vacant land is intended for automobile parking and/or terrace and/or garden.
10. Utility Companies shall not be prevented from using the extreme boundary lines of any property in this Development for the purposes of installing facilities necessary to furnish gas, water, electric, light or telephone service in said Development. Telephone and/or electric lights and power wiring shall be permitted to cross over property when necessary.
11. The use of any type or kind of sign whatsoever on any part of the property is not permitted without the written permission of Indian Rocks, Inc.

That said Grantees, for themselves and their heirs and assigns, accept this conveyance subject to the easements and restrictions set forth herein, for themselves, their heirs and assigns, and covenant to and with the grantors, their heirs and assigns, shall forever faithfully observe and perform the said several restrictions and conditions, and each of them and if said grantees, or any person claiming them shall at any time violate or attempt to violate or shall omit to perform or observe any one of the restrictions and conditions set forth in this deed. It shall be lawful for any person owning a lot and deriving title through the grantors, 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.

IN WITNESS WHEREOF the corporation has hereunto affixed its corporate seal and attested the signature of its officers, dated this 1st day of June, A.D. 1956.