

Dear Property Owner,

Please be sure that you have this version of "Schedule A" with your Deed.

WLE Management

SCHEDULE "A"

In this Schedule A the following words shall have the following meanings:

"SELLER" means the Trustees for Wallenpaupack Lake Estates [including the successors and assigns of the Seller];

"PURCHASER" means the Grantee in and as defined in the Deed of which this Schedule A is a part [including the heirs, executors, administrators, successors and assigns of the Purchaser]; and

"LOT" means the premises being conveyed in and as defined in the Deed of which this Schedule A is a part.

- (1) The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed, or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling, of not more than two levels, containing a minimum of 800 square feet of floor space, with a minimum of 550 square feet of floor space on the first level of a multi-floor dwelling.
- (2) No building shall be located on any lot nearer than 60 feet to the center of the road on the front lot line, or nearer than 30 feet to the center of the road on any side street line, or nearer than 10 feet to an interior lot line. Exceptions may be made at the discretion of the seller.
- (3) A permanent easement for drainage and utilities is established 5 feet along side lot lines, 10 feet on rear lot lines and 10 feet along street right of way lines. A temporary construction easement for drainage and utilities is 15 feet along all lot lines.
- (4) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.
- (5) No animal, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- (6) No lot shall be kept in an unsightly manner. A lot will be considered unsightly when the following is kept on the property in an unsanitary or dangerous manner. This includes, but is not limited to, rubbish, trash, garbage, waste, junk cars, or debris. No open fires shall be started without a written permit from the Seller. No signs for advertising purposes shall be erected or maintained on the premises or on or in any buildings on the premises. If the owner of said lot refuses to comply with this restrictive covenant, the developer and/or the Property Owners Association shall have the right to

enter upon the premises and take such actions as are necessary to rectify the unsightly condition and further, the developer and/or the Property Owners Association shall have the right to charge the owner of said lot a reasonable cost for these services.

(7) No individual water supply or sewage disposal system shall be permitted on any lot or building site. Exceptions may be granted by the Seller. Every owner will be required to pay annual charge for water and sewer when available, according to the rates established for these services. The systems will be owned and operated by the Property Owners Association or by a utility company approved by the Public Utility Commission. These rates may be subject to Public Utility Laws and could be increased or decreased.

(8) No building, structure or basement shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to locations, elevation, plans, exterior finish and design. The Seller shall approve or disapprove the above plans and design within 30 days after the same shall have been submitted

(9) No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without written consent of the Seller. The building or structure must be completed within 6 months after building operations commence.

(10) Purchaser shall not clear the lot of brush or trees or do any burning of any nature whatever, except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing or burning shall be done.

(11) An association of all property owners is to be formed by the Seller and when formed, the Purchaser covenants and agrees that he, his executors, heirs, administrators, successors and assigns, shall be bound by the by-laws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same. It being understood that the Seller, being a member of the association by virtue of the lands owned by the Seller will not be liable for such annual fees and assessments. Upon conveyance of all the common areas, all rights and powers of the Seller, as such, will vest in the Association. It is agreed that until such time as the Association is formed each lot shall be assessed and shall pay to Seller, an annual maintenance charge of \$72.00 per year in January of each year. The fixed charge of \$72.00 per lot if purchased from the sub-divider, or the payment of the property owner dues to the Property Owners Association shall first be payable on January 31st following the purchase of the lot or lots, and on the first day of February in each year thereafter. If the annual charge as to any lot is not paid when due, it shall then become a lien on such lot, subject only to matters of record on such due date. In addition, failure to pay a charge when due on any lot may result in the suspension of all or any of the rights and privileges of the member owning any interest in such lot.

(12) The portion of the lands in Wallenpaupack Lake Estates laid down on the recorded plat plan as streets shall remain available to the Seller, the Property Owners Association, and the lot owners for the purpose of ingress and egress to and from the public road and shall be made subject to the right of the Seller to install or maintain or grant the right to install or maintain water mains, sewer mains, street drains, fixtures for street lighting, telephone and electric poles, or other utilities, within the lines of such roadways.

(13) Purchaser agrees that any time in the future the Seller, its successors or assigns, shall have the right to purchase said premises if the Purchaser desires to sell. If at any time the Purchaser, his heirs, executors, administrators, successors, and assigns receive a bona fide offer for the premises and the Purchaser, his heirs, executors, administrators, successors and assigns decide to accept such offer, he shall first give notice to the Seller and Seller shall have the right within thirty [30] days from the receipt of such written notice of purchasing said premises at the price offered by such other party. Should the Seller not exercise such option, the new Purchaser shall be required to sign and be bound by a like agreement.