

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
EXCEPTIONS, RESERVATIONS AND CONDITIONS

The Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions recorded by Bear Creek Lake, Inc. for Penn Forest Streams are as follows:

1. The premises herein conveyed except for those lots on Route 903 in the southern end of the development which shall be commercial lots, shall not be used for any other purposes than as a site for one private cottage or residence and attached garage; no building or part of building of any kind shall be erected within Fifty (50) feet of the street line or lines, within Twenty (20) feet of the remaining side line or rear line of said lot. Except for those lots designated as commercial lots, the premises shall not be used for any commercial or business purposes, or manufacture thereon. The manufacture or sale of any vinous, spirituous or malt liquors shall not be permitted on any of the premises.
2. No building, part of building, or any addition, alteration or improvement to an existing building shall be erected on said lot, without first obtaining, in writing, the approval of the grantor herein, its successors and assigns, as to location, elevation, plan and design, and the plot plan shall show the location of the house to be constructed, septic tank and well, all in relation to each other and the lot boundaries. Grantor herein, its successors or assigns, shall approve or disapprove said location, elevation, plan and design, within Fifteen (15) days of receipt of same at its main office, or elsewhere, as specified by grantor, its successors and assigns. No property owner may construct, excavate or in any way build or cause to be built any structure of any type in an area within 100 feet of the centerline of Yellow Run. This means to say that there shall be no wells, septic tanks, parts of wells or parts of septic tanks, drainage fields of the like within that 100 feet area.
3. Easements upon, under, over and across the lot hereinabove described are reserved by grantor, its successors and assigns, for the right and privilege of locating, constructing, operating and maintaining telephone and electric transmission line or lines, water and sewage, and drainage facilities, and other utilities with necessary wires, pipes, lines, fixtures and other apparatus and appliances, together with the right of ingress, egress, and regress along said line or lines for the purpose of operation and maintenance as required by grantor, its successors and assigns.
4. All roads, streets, lanes and pathways upon which any lot abuts in the subdivision, are reserved to grantor, its successors and assigns, subject to the use of said roads, streets, lanes and pathways for the purpose of ingress, egress and regress by the grantee and grantee's heirs, representatives and assigns, and the invitees thereof, and available for such use as the grantor, its successors or assigns, may desire, suffer or permit.

5. Grantees, or grantees' heirs, representatives, successors or assigns, shall install and maintain in a safe and sanitary manner within the confines of the said lot, a septic tank and drain tile field for the disposal of sewage and household wastes, and shall dispose of said sewage and household wastes therein. It being distinctly understood by the said grantees, their heirs, representatives, successors and assigns, that only sewage and liquid household wastes shall be admitted or allowed to be drained to the said sewage disposal plant when the same is available, and that all roof, rain and other waste waters shall not be admitted or allowed to be drained therein. No individual sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of the State or local public health authorities.
6. No structure of a temporary character, trailer, basement, tent or shack shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any outhouse of any nature whatsoever be constructed or located upon the premises. Any construction initiated on any lot must have the shell and exterior finish completed within Nine (9) months of the date of such initial construction. Unlicensed or abandoned vehicles may not be kept on any lot.
7. No animals, 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.
8. Grantees agree not to clear brush, trees or anything else of an inflammable nature, without first obtaining written permission of grantor to do so. Grantees agree not to burn brush on the herein described premises on the Penn Forest Streams Development, without having first obtained written approval from the grantor for each day brush is to be burned.
9. The use of firearms and explosives of any kind and bows and arrows, shall be prohibited within the confines of Penn Forest Streams subdivision.
10. Grantees, their heirs and assigns, shall conduct themselves at all times in an orderly manner, so as not to disturb the peace and quiet of others.
11. This conveyance is made subject to all applicable rules of the Public Utility Commission, the Water Power Resources Board, the Department of Forests and Waters, or any other governmental body having regulatory powers over the premises of Penn Forest Streams.
12. An association of property owners in the Penn Forest Streams Development, known as PENN FOREST STREAMS CIVIC ASSOCIATION, is to be formed by the Grantors and to be run, managed and maintained by the Grantors for a period of five (5) years from the date of the first conveyance of land from the subdivision. The maximum annual charge that may be made to a property owner during that five (5) year period shall be \$100.00 per lot and this money shall be used exclusively for security in the development, road maintenance, and road repair. At the

end of five (5) years the control of this association shall be turned over to the lot owners to be governed by the lot owners in accordance with their own by-laws, rules and regulations.

IN WITNESS WHEREOF, Declarant has executed this declaration as of the 26th day of Feb, 1983.

Bear Creek Lakes, Inc.
T/A Penn Forest Streams

By Joseph Behrens, Jr.
President

Commonwealth of Pennsylvania)
County of Carbon) ss.

On this 28 day of February 1983 before me the undersigned Office, personally appeared Josiah W.H. Behrens, Jr., who acknowledged himself to be the President of Bear Creek Lakes, inc., trading as Penn Forest Streams, a corporation, and that he as such being President, being authorized to do so, executed the foregoing instrument for the purposes herein contained, and desired the same might be recorded as such.

Anthony Roberti
Notary Public



ANTHONY ROBERTI
Notary Public, Jim Thorpe Boro, Carbon Co.
My Commission Expires April 2, 1993

STATE OF PENNSYLVANIA)
CARBON COUNTY.) ss.

Recorded in the Office for Recording of Deeds at
Jim Thorpe, in and for the said County and State,
in Book of Miscellaneous 123 Page 847

Witness my hand and seal of Office this

28th Day of Feb, 1983

James F. Walker Recorder

58982
FILED

FEB 28 1983
2:40 P.M.
JAMES F. WALKER
RECORDER OF DEEDS

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