

COVENANTS FOR MILLBROOK

BEING a PART of the same property which the Pennsylvania Power and Light Company, by its certain deed dated November 21, 1952, duly recorded in Pike County Deed Book No. 118 at pag 176, granted and conveyed to George Gumble, et ux, et al, the grantors herein, and part of the same property which Wallace Gumble, et ux, by their certain deed dated the 12th day of August , 1967 and duly recorded in Pike County Deed Book 208 at page 962 , granted and conveyed to George Gumble, et ux, et al, the grantors herein.

TOGETHER with the right unto the Grantees, their heirs and assigns, to the use of any and all roads as laid out in Mill Brook Section 8.

ALSO, the right unto the Grantees, their heirs and assigns, to use two ten (10) foot walking paths located between Lots No. 73 and No. 74 and Lots No. 67 and No. 68 leading ~~from Timber Trail~~ to Mill Brook.

TOGETHER with the right to walk along both banks of Mill Brook from the project line of Lake Wallenpaupack to the Wallenpaupack Manor Line and the right to fish in said Brook, in accordance with the rules and regulations of the Fish Commission of the Commonwealth of Pennsylvania.

ALSO, including the right unto the Grantees, their heirs and assigns, in common with others, to the use of the Community Landing located between State Highway Route 507 and the Project Line of the Pennsylvania Power and Light Company, designated as Lot No. 1, and the use of a strip of land approximately twenty-five (25) feet in width lying between Lots No. 2 and No. 3 and the Project Line of Lake Wallenpaupack, all of which are clearly shown on a map of Mill Brook, Section 2, formerly M. N. B. Killam property, surveyed January 22, 1954, by Fred C. Schoenagel, R. S.

ALSO, including the right unto the Grantees, their heirs and assigns, in common with others, to the use of the Community Landing located between State Highway Route 507 and the Project Line of the Pennsylvania Power and Light Company, and designated on the herein-before mentioned map as Lot No. 3, and the use of a strip of land five (5) feet in width lying between Lot No. 3A and the Project Line of Lake Wallenpaupack, said strip being three hundred seventy-six and ten hundredths (376.10) feet in length, all of which are clearly shown on a "Map Millbrook Development, Section eight, Gumble Brothers, Inc., Palmyra Township, Pike County, Pennsylvania". Reserving unto the Grantors, their heirs and assigns, the unlimited right to grant additional rights-of-way over the aforesaid Lot No. 3 and the five (5) foot wide strip of land, said rights to be exercised at the sole discretion of the Grantors, their heirs and assigns.

TOGETHER with the right-of-way unto the Grantees, their heirs and assigns, in common with others, over the land lying between the above described Community Landings and the waters of Lake Wallenpaupack and the use of Lake Wallenpaupack for lawful recreational purposes, as set forth in an agreement between Pennsylvania Power and Light Company and the grantors herein dated November 21, 1952, and duly recorded in Pike County Deed Book No. 118 at page 175.

AND the Grantees, for themselves, their heirs and assigns, agree to and with the Grantors, their heirs and assigns, that the following restrictions and conditions shall be covenants running with the land and binding upon the heirs and assigns of the parties hereto.

1. Construction shall be limited to one summer home or residence and a private garage on the lot herein conveyed. No tents or trailers or other portable means of abode shall be permitted on said premises.

2. Building plans and location of buildings on said lot and type of construction shall require the approval of the grantors herein, their heirs and assigns.

3. That all sewage must be disposed of by septic tank.

4. That the said lot or any buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture or business of any description or as a school, hospital or other charitable institution or as a hotel or place of resort.

5. No building, garage or kitchen shall be erected on the lot herein conveyed, unless there is first erected thereon a main front residence or summer home subject to restriction No. 1.

6. Raising poultry and livestock will not be permitted.

7. Any docks constructed in front of the Community Landing Areas must be for common usage of the grantees, their heirs and assigns, and the Grantors, their heirs and assigns.

8. The costs of maintenance of roads, paths and Community Landing Areas as well as the cost and construction of docks shall be shared by those using same.

9. All property owners using such facilities shall share their proportionate amount of the cost of maintenance, to be ascertained by a majority of the property owners using same.

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

11. And the Grantees accept this conveyance SUBJECT to the easements, restrictions and conditions above set forth and for themselves, their heirs and assigns, covenant to and with the Grantors, their heirs and assigns that the said Grantees, will, and their heirs and assigns shall forever faithfully observe and perform said several restrictions and conditions and each of them; and if the Grantees or any person claiming under them shall at any time violate or attempt to violate or shall omit to perform or observe any one to the foregoing restrictions and conditions, it shall be lawful for the Grantees, their heirs and assigns, and the Grantors, their heirs and assigns, to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.