

DECLARATION OF PRIVATE RIGHT-OF-WAY AGREEMENT

This Declaration, made this 23<sup>rd</sup> day of May, 1991, by:

THOMAS TIMBERLAND ENTERPRISES, INC., a Pennsylvania Corporation having its principal office in the Village of Pleasant Gap, Spring Township, Centre County, Pennsylvania, and RICHARD L. SCHMIDT and MARGARET E. SCHMIDT, husband and wife of Mt. Pleasant Mills, Snyder County, Pennsylvania, hereinafter referred to as "Subdivider", hereby declares as follows:

W I T N E S S E T H

WHEREAS, Thomas Timberland Enterprises, Inc. is the owner of the legal title to a certain tract of land situate in Beech Creek Township, Clinton County, Pennsylvania, known as the Thomas Reese, Jr. Warrant, title to which became vested in it by a deed recorded in Clinton County Record Book Volume 443, Page 326, Tract No. — therein; and

WHEREAS, Thomas Timberland Enterprises, Inc. has entered into an Article of Agreement to convey said property unto Richard L. Schmidt and Margaret E. Schmidt which Article of Agreement is dated September 27, 1990 and recorded in Clinton County Record Book 444, Page 51; and

WHEREAS, Richard L. Schmidt and Margaret E. Schmidt, hereinafter referred to as Subdivider desires to subdivide said tract of land into various lots and has prepared a subdivision entitled "Subdivision of lands of Thomas Timberland Enterprises, Inc., in the Thomas Reese, Jr. Warrant - Phase I" which subdivision was duly approved and recorded in Clinton County Plat Book 7 Page 106; and

WHEREAS, the Subdivider is desirous of declaring that the roads on said plan be declared private roads for the use of the purchasers of Lots 1 through and including 4 on said plan and further desires that conditions be established for the use and maintenance of said roads.

NOW, THEREFORE, the Subdivider, intending to be legally bound hereby, for themselves, their heirs, successors and assigns, and all future lot owners of the various lots in the hereinafter referenced subdivision to be known as the "Subdivision of lands of Thomas Timberland Enterprises, Inc., in the Thomas Reese, Jr. Warrant - Phase I", does hereby covenant, agree and declare as follows:

1) All roads shown on said plan shall be private easements for the right of free ingress, egress, and regress to and for the use in common of all of the above contiguous lot owners, their heirs, and assigns; as well as to the future owners, their heirs, and assigns of the Hannah Reese and Peter DeHaven Warrants and Council Run Hunting Camp on State Forest Land. In addition, the road to Avery lands will be used by other parties owning land to the west of Beech Creek Road.

2) All lot owners in this subdivision shall have the right to repair and improve said roads as they deem necessary to assure adequate, safe access.

3) The quality of the road shall be maintained as a solid, mud free, stone base road.

4) It is suggested that all lot owners meet, at least annually, to discuss needed improvements to the road and suggest pro-ratio assessments for the cost. However, in any case, any lot owner has the right to improve said roads to his satisfaction.

5) It is hereby declared that these are private roads and in no case will the Township maintain any of these roads.

6) It is hereby declared that the holders of oil and gas leases and the timber rights have the right to use these roads. Both of these parties have the right to construct new roads they deem necessary.

7) It is hereby declared that the road to Avery Coal land to the west has been used, and will continue to be used by other parties.

8) All existing roads include 50' wide right of ways.

Thomas Timberland Enterprises, Inc. joins in the execution of this Declaration of Right-of-Way Agreement as the legal owner of the property subject thereto evidencing its consent to and agreement with all of the terms and conditions contained in this Agreement with the same effect as if it was the fee simple owner of the subject property free and clear of the equitable title thereto and therein of the subdivider pursuant to the Article of Agreement above-referenced.

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and all of the owners of the lots in the Thomas Reese Jr. Subdivision Phase I, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Subdivider has executed this Declaration the day and year first above written.

ATTEST:

THOMAS TIMBERLAND ENTERPRISES, INC.

Secretary

By: Richard D. Thomas  
Richard D. Thomas - President

WITNESS:

Richard L. Schmidt  
Richard L. Schmidt - Subdivider

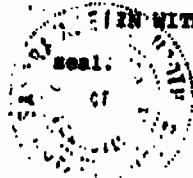
Margaret E. Schmidt  
Margaret E. Schmidt - Subdivider

STATE OF PENNSYLVANIA

COUNTY OF CENTRE

SS:

On this, the 23<sup>rd</sup> day of May, 1991, before me, a Notary Public, the undersigned officer, personally appeared RICHARD D. THOMAS, known to me (or satisfactorily proven) to be the President of Thomas Timberland Enterprises, Inc., whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.



IN WITNESS WHEREOF, I have hereunto set my hand and official

Sandra A. Benthien



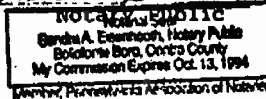
STATE OF PENNSYLVANIA  
COUNTY OF CENTRE

SS:

On this, the 23rd day of May, 1991, before me, a Notary Public, the undersigned officer, personally appeared RICHARD L. SCHMIDT and MARGARET E. SCHMIDT, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Barbara A. Eversbach*



Commonwealth of Pennsylvania  
County of Clinton

SS:

RECORDED in the Office for Recording of Deeds, etc. in and for said County, in Record Book No. 477, page 330.

WITNESS my Hand and Official Seal this 23rd day of May, 1991.

*Barbara G. Muthler*  
Recorder of Deeds

Instrument No. 01864  
Fee: 13.50

FILED  
CLINTON COUNTY, PA.

MAY 28 9 20 AM '91

RECORDED OF DEEDS  
BARBARA G. MUTHLER

BOOK 477 PAGE 330

For amendment recorded 1/4/92, see record book 547 page 296

**DECLARATION OF DEED RESTRICTIONS  
AND RESTRICTIVE COVENANTS FOR LANDS  
SUBDIVIDED FOR RICHARD L. AND MARGARET E. SCHMIDT  
IN THE PETER DEHAVEN, JR. WARRANT, AS  
RECORDED IN CLINTON COUNTY PLAT BOOK 7, PAGE 107.**

1. Unregistered vehicles are prohibited, unless kept within a garage type structure.
2. All lots are to be kept free of debris and in a good property management state.
3. No lot shall be used or maintained as a dumping ground for trash, rubbish, garbage or waste of any kind. Garbage etc. when lot is being utilized, shall be kept in tightly secured containers and removed as required.
4. All property owners in this subdivision and in adjoining subdivisions and/or warrants, as may be required, shall have the rights of ingress, egress and regress upon the existing private roads designated on the subdivision plan, to gain access to their property. All private roads shall have a legal right of way width of fifty feet.
5. No obnoxious or offensive activity shall be carried out upon any parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to other property owners.
6. No poultry of any kind shall be raised, bred, or kept on any parcel, unless it is strictly for hunting purposes. Dogs, as pets are permitted, provided they are not allowed to roam freely around the land parcels.
7. Farm animals are not permitted on any lot, except horses, if permitted by local town regulation and only during non hunting seasons.
8. No fences are allowed to make boundary lines, but are permitted only within the dwelling area and not farther away than 50 feet from said dwelling in any direction.
9. No disabled vehicles are permitted on any property for more than a 30 day period.
10. Only one residential single-family dwelling unit or one non-commercial dwelling unit for recreational purposes is allowed per lot.
11. No outside burning permitted on site.
12. All rights of way to the lodging areas are to be kept clear of fallen trees and/or branches, and rights of way are to be maintained in a vehicle passable condition at all times for emergency vehicles.

13. No future subdivision of parcels for a period of 20 years, unless approved otherwise by the governing office in place at that time, but no more than one split per lot is allowed hereafter and is applicable to all lots greater than 40 acres and no splits allowed on lots smaller than 40 acres.

14. Lot owners shall be responsible to meet the requirements of the Clinton County Conservation District and the Beech Creek Township Planning Commission and Supervisors regarding design, preparation, approval and implementation of an Erosion and Sedimentation Control Plan and/or a Storm Water Management Plan for earth moving or land development activities on the individual lots as related to construction of roads servicing the lots.

15. Existing mobile homes located on lots in this subdivision are permitted to remain under the grandfather clause. No other mobile homes are permitted; however, by special exception granted by the Beech Creek Township Supervisors at their meeting on January 24, 1991, the owners of Lot 4 will be allowed to locate one mobile home on said lot for use as a camp.

16. Camping units with self-contained holding tanks, such as mobile type campers, are allowed for a maximum period of sixty days. This time period of sixty days may be extended, but only by a special exception permit granted by the Zoning Enforcement Officer of Beech Creek Township or his designee, to ensure connection to a permitted sewerage system.

17. All new dwelling units shall be located a minimum of one hundred feet from any or all property lines.

18. A wetlands buffer zone shall be established around areas designated on the subdivision plan as the approximate wetlands boundary per NWI mapping. This buffer zone shall consist of an area one hundred feet wide around the perimeter of the designated wetlands boundaries. No earth moving activities or structures are permitted within this buffer zone. All areas designated as wetlands are to be protected according to applicable laws.

19. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

20. SEVERABILITY. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

21. If the owners of such parcels or any of them or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from

doing so or to recover damages for such violation, or both. Invalidation of any covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. All other laws, rules, regulations presently in force within the township are applicable and binding, including, but not limited to, building permits and septic permits.

23. **CONDITION OF PREMISES.** Buyers acknowledge that they have made a careful inspection of the above described premises and the improvements thereon and that, upon the basis of this inspection, are purchasing the property in "as is" condition.

24. **EXCEPTING AND RESERVING** thereout and therefrom all oil and gas rights which were reserved to third parties in prior deeds of conveyance.

25. Excepting and reserving thereout and therefrom, for a period of twenty-three (23) years from the date of the execution of this Agreement, the timber of every species standing on the property which is now or shall become during the next said twenty-three year period twelve inches or more in diameter at the stump, measured approximately six inches above the ground. Together with the full rights of ingress, egress and regress upon the property for the owner of said timber rights, its employees, agents, contractors, licensees, invitees, successors or assigns. Also excepting and reserving unto the owner of said timber rights, its employees, agents, contractors, licensees, invitees, successors or assigns, the right to build roads, drainage ditches and bridges upon the property and to dig and use fill material on the property free of charge with the understanding that such right shall apply solely to the use of fill material in conjunction with the construction of roads and bridges on the property, and any digging and use of such fill material shall be conducted in a reasonable manner so that erosion will be minimized; and also reserving the right to maintain, at its expense, all logging roads useful in timber harvesting on the property so that such roads remain passable to logging traffic.

26. **EXCEPTING AND RESERVING** thereout and therefrom unto the Seller, his heirs, successors and assigns, a fifty-foot right of way across the above described premises to provide ingress, egress and regress to the William McPherson Warrant, the exact location of said fifty-foot right of way to be as designated by the Seller without any compensation or damages being paid to the Buyers for the construction, maintenance and repair of said right of way.

27. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants and

Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument as hereinafter provided has been recorded for the purpose of changing said Covenants and Restrictions in whole or in part. The Covenants and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than all of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners.

IN WITNESS WHEREOF, RICHARD L. SCHMIDT and MARGARET E. SCHMIDT, have caused these presents to be executed this 12<sup>th</sup> day of March, 1991.

ATTEST:

*[Signature]*  
RICHARD L. SCHMIDT  
*[Signature]*  
MARGARET E. SCHMIDT

STATE OF PENNSYLVANIA

SS:

COUNTY OF CENTRE

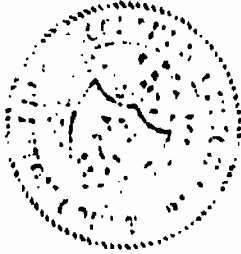
On this, the 12<sup>th</sup> day of March, 1991, before me, a Notary Public, the undersigned officer, personally appeared *Richard L. and Margaret E. Schmidt*, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official



*[Signature]*  
Notary Public  
Sandra A. Ehrenreich, Notary Public  
Centre County, PA  
My Commission Expires Oct. 13, 1994  
Member, Pennsylvania Association of Notaries





Entered for Record and recorded in the  
Recorder's Office of Clinton County, PA  
in Record Book 467 Page  
054 the 13<sup>th</sup> day of March  
A.D. 19 91  
Witness my hand and official seal:  
Barbara S. Kuthler  
Recorder

FILED  
CLINTON COUNTY, PA.  
MAR 13 10 41 AM '91  
RECORDS DEEDS  
BARBARA S. KUTHLER

Instrument No. 00847  
Fee: 13.50

BOOK 467 PAGE 058