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THIS AGREEMENT

MADE this 1st day of MAY, 1977,

Between the owners of lots in Deer Lake Corporation's Deer Lake Plan No. 1, and Deer Lake Plan No. 2, (see Plan Book 6, page 149 recorded in the Recorder's Office of Fayette County, Pennsylvania) situate in Wharton Township, Fayette County, Pennsylvania, hereinafter referred to as "OWNERS",

A  
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D

DEER LAKE IMPROVEMENT ASSOCIATION, a Non-Profit Corporation existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business at Deer Lake, Wharton Township, Fayette County, Pennsylvania, hereinafter referred to as "ASSOCIATION".

WITNESSETH:

WHEREAS, deeds held by the Owners to lots in the Deer Lake Corporation, Deer Lake Plan No. 1 and Deer Lake Plan No. 2, contain restrictions and limitations on the use of the aforementioned lots and on the use of Deer Lake itself, the restrictions being designated "Building Restrictions" in said deeds;

WHEREAS, the said Building Restrictions (see Deed Book Volume 947, page 631, and Deed Book Volume 877, page 476, recorded in the Recorder's Office of Fayette County, Pennsylvania) as of January 1, 1975, are no longer in full force and effect;

SOLOMON & DAVIS  
ATTORNEYS AT LAW  
UNIONTOWN, PA. 18401

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WHEREAS, the Owners have deemed it advisable to revive and extend the aforementioned Building Restrictions so that lots in Deer Lake Plan No. 1 and Deer Lake Plan No. 2 will be from this date forward until January 1, 2050, the subject of similar restrictions and limitations hereinafter set forth;

WHEREAS, the Association has acquired from Deer Lake Corporation record title to Deer Lake, Deer Lake Park and certain road areas shown in Deer Lake Plans No. 1 and No. 2, and has succeeded to the rights, privileges and interest reserved by Deer Lake Corporation in said Building Restrictions of record in the chain of title to each of the respective lots in the aforementioned Plans; and

WHEREAS, the Association is hereby willing to accept the interest transferred and to undertake the duties and obligations herein imposed.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in consideration of the mutual covenants herein contained and with the intent to be legally bound thereby the parties hereto mutually agree to revive and extend until January 1, 2050, the following restrictions and limitations designated as "Building Restrictions" which shall be covenants running with the land and shall apply to each of the lots in Deer Lake Plan No. 1 and Plan No. 2 held by the Owners, who hereby grant, transfer and convey to the Association the rights, privileges and authority specified to be exercised by Association in the following Building Restrictions:

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BUILDING RESTRICTIONS

(a) No building or structure of any kind shall be built or maintained upon any lot except one dwelling house, designed for the use and occupancy of a single family; and one garage and tool shed may be erected, the design and exterior finish of which shall harmonize with the exterior of the dwelling house.

(b) The front main wall of any dwelling house shall in no case be erected nearer to the front line of any lot than the building line relating to said lot as shown on Deer Lake Plan No. 1. No part of said dwelling house or its appurtenances shall be erected nearer the side lines of any lot than ten (10) feet; subject, however, to the building lines of both streets as they affect corner lots.

(c) No dwelling shall be erected on any lot which shall contain less than nine hundred (900) square feet on the first floor. No portion of any lot from the building line as herein above fixed to the road upon which it fronts shall be used for any purpose other than for lawns; nothing herein contained, however, shall be construed to prevent the use of such portion for walks and drives, trees, shrubbery, flowers or other ornamental plants having the purpose of beautifying the premises.

(d) There shall be no such buildings commonly known as "out houses" erected or maintained. If sewer is not available, all dwelling houses must be provided with a septic tank properly installed. No such septic tank shall be within two hundred (200) feet of Deer Lake, nor within such distance of any well providing drinking water as is specified under the laws of the Commonwealth of Pennsylvania.

(e) No building shall be erected or maintained for use as a factory, or for mechanical, mercantile, business or trade purpose; or for a hospital, or asylum, or for amusement purposes. No nuisance, such as gas or oil derrick, or sign, billboard or other advertising device shall be erected or maintained upon any said lot; nor shall livestock, chickens or other fowl be kept upon the premises.

(f) No fence or wall or sidewalk shall be erected upon any lot or along the lines thereof, without the written approval and consent of the Deer Lake Improvement Association.

(g) All plans and specifications for the construction of any and all buildings to be erected on any lot as well as the locations of said buildings upon any lot and the grade at which any dwelling house and its appurtenant garage shall be hereafter erected or placed thereon shall be approved by Deer Lake Improvement Association or its designated architect or agent. No such dwelling house or garage or any building shall be constructed on any lot without the written approval of the Deer Lake Improvement Association, or its designated architect or agent, with respect to the plans and specifications of the building and the proposed grades and slopes of the lots. However, exercise of the rights and authority in respect to approval of plans, specifications, slopes and grades shall be fairly exercised and approval shall not be captiously or unreasonably withheld.

(h) Internal-combustion powered boats of any kind shall not be permitted to operate on Deer Lake. Hunting and fishing, boating, swimming and all other activities shall be under the direction of Deer Lake Improvement Association which may promulgate rules and supervise such activities.

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(i) Owners of lots shall have the right to use all land marked "Private Park" and "Deer Lake (Private)" as shown on the recorded plats of Deer Lake Plan No. 1 and Deer Lake Plan No. 2, subject to all restrictions and regulations established by Deer Lake Improvement Association.

RESERVATION FOR UTILITIES

The Deer Lake Improvement Association hereby reserves all pipe line rights-of-way, and the right of ingress, egress and regress over, along and under such portions of the recorded plans of Deer Lake Plan Nos. 1 and 2 as are designated on said plans "Easement for Utilities and Roads", for the purpose of installing, maintaining and repairing sewer, gas, water lines and roads, or such other utilities as may now or hereafter be placed thereon or thereunder.

GENERAL

(a) The above recited reservations, restrictions, easements and exceptions are and shall be covenants running with the land, and are hereby incorporated as a part of said Deer Lake Plans of Lots Nos. 1 and 2, and all deeds conveying title to any of said lots in said plans, or parts thereof, are to be made, delivered and accepted under and subject to the same, even though said reservations, restrictions, easements and exceptions are contained in said deed or deeds only by reference to this Declaration as recorded.

(b) If the said Deer Lake Corporation, its successors or assigns or any other person or persons, shall violate or attempt to violate any of the covenants, etc., herein contained,

it shall be lawful for any other person or persons owning any land in the said plans of lots, or the "Private Park" and park areas defined therein, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, to either prevent such violation, or to recover damages or other relief for the same.

(c) The invalidation of any one of these covenants by judgment or Court Order shall not affect any of the other provisions, which shall remain in full force and effect.

TOGETHER with all and singular the rights and privileges thereunto belonging or in any way appertaining.

TO HAVE AND TO HOLD the said rights and privileges hereby granted and intended so to be unto said Association, its successors and assigns to and for a term expiring January 1, 2050.

THIS AGREEMENT will be executed for convenience in multiple counter-parts, each of which, when executed, shall be an original, and all such duly executed counter-parts taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

Signed, sealed and delivered in the presence of:

Leila Van Sickle

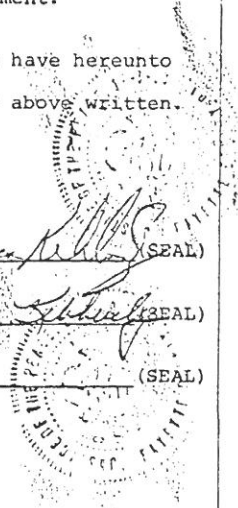
Farmington, Ct.

My Commission expires Jan 4, 1992

J. Thomas Kelly (SEAL)

C. Linda Schreff (SEAL)

[Signature] (SEAL)



**MULTIPLE MEMBER  
SIGNATURE PAGES OMITTED**

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WILLIAM BRANE, Notary Public  
Pleasant Hills, Allegheny County, Pa.  
My Commission Expires January 9, 1978

✓ Charles Beech

William K. Kiser

Virginia Beech

William Kiser

✓ Weldon Rembo

(SEAL)

✓ Vera Rembo

(SEAL)

(SEAL)

✓ Paul A. Weston, by  
Paul H. McCall, M.D.  
attorney-in-fact (SEAL)

✓ Cecarj Search

(SEAL)

✓ Helen K. Orzech

(SEAL)

Witnessed by:-  
ala Abbadini

✓ Ralph B. Christopher (SEAL)

ala Abbadini

✓ Edith A. Christopher (SEAL)

OWNERS

DEER LAKE IMPROVEMENT ASSOCIATION

ATTEST:

Linda J. Weiland

BY James R. Fritz

ASSOCIATION




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COMMONWEALTH OF PENNSYLVANIA  
SS:  
COUNTY OF FAYETTE

ON THIS, the 31 day of OCTOBER, 1977, before  
me, the undersigned authority, personally appeared JAMES R.  
FOUTZ, President of DEER LAKE IMPROVEMENT ASSOCIATION, INC.,  
known to me (or satisfactorily proven) to be the person whose  
name is subscribed to the within instrument, and acknowledged  
that he executed the same for the purposes therein contained.

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

 Christine N. Jenko  
Notary Public

My Commission Expires:

CHRISTINE N. JENKO, Notary Public  
UNIONTOWN, FAYETTE COUNTY, PA.  
MY COMMISSION EXPIRES JULY 24, 1978

**MULTIPLE MEMBER  
SIGNATURE PAGES OMITTED**