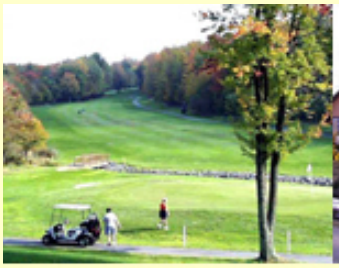
2005 Budget



The Hideout

2002 Community Association of the Year

2004 Firewise Silver Medal Award Winner

Protective Covenants

Declaration Of Protective Covenants
For The Hideout

Covenants

This declaration is made as of May 11, 1970
by Boise Cascade Recreation Communities ("Declarant").

Recitals

Declarant owns all of the real property known as The Hideout, a subdivision situated in the Townships of Lake and Salem, Wayne County, Pennsylvania, according to the plats thereof recorded April 9, 1970 and May 11, 1970 in the Office of the Recorder of Deeds of Wayne County, Pennsylvania in Plat Book 5, pages 26 through 68 (the "Development").

Declarant is about to sell and convey the lots and parcels situated within the Development and desires to impose upon them mutual and beneficial restrictions, covenants, conditions, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots in the Development.

NOW THEREFORE, Declarant declares that all of the lots and parcels located within the Development are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following declarations, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and each of said lots and parcels situated therein. All of the provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels therein and to create reciprocal rights between the respective owners of all of said

lots and parcels. All of such provisions shall, as to the owner of each such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in the Development and their respective owners.

1. Definitions. The following terms as used in this Declaration are defined as follows:

A."Association" means The Association of Property Owners of The Hideout, Inc., a Pennsylvania not-for-profit corporation.

B. "Board" means the Board of Directors of the Association.

C. "By-Laws" means the By-Laws of the Association.

D. "Committee" means the Environmental Control Committee.

E. "Common Areas" means:

i. all streets, lakes, parks, recreational and community facilities and all other areas in the Development not subdivided into Lots, except the areas designated as Tracts 1, 4, 5, 8, 13, 22, 22A, 25, 26, 26A and 33 on the Plat and all water and sewer lines, mains and equipment at any time installed in any street in the Development;

ii. all real property which may be designated by Declarant as Common Areas in any map or instrument (including any instrument of conveyance from Declarant to the Association) hereafter recorded; and

iii. all real property acquired by the Association, whether acquired from Declarant or otherwise.

F. "Declarant" means Boise Cascade Recreation Communities, or its successors.

G. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

H. "Improvements" means all buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls and other walls, docks, piers, hedges, poles, and any other structures of any type or kind.

I. "Lot" means any numbered lot shown on the Plat. "Residential Lot" means any Lot except a Utility Lot. "Utility Lot" means a Lot designated as Nos. 16, 17, 18, 107, 108, 575, 576, 811, 839, 840, 1155, 1156, 1157, 1320, 1321, 1551, 1723, 2028, 2052, 2053, 2309, 2310 or 2311 on the Plat so long as the Owner of such Lot is Declarant or a utility company serving the Development.

J. "Owner" means:

i. Any person, including Declarant, who holds fee title to a Lot or an undivided interest in fee title to a Lot; or

ii. Any person who has contracted to purchase fee title to a Lot or an undivided interest in fee title to a Lot, under a written agreement, in which case the seller under said agreement shall cease to be the "Owner" while said agreement is in effect; or

iii. Any lessee of a Lot under a recorded lease from the owner of fee title to said Lot for a term of not less than 50 years, in which case the lessor under said lease shall cease to be the "Owner" while said lease is in effect.

K. "Plat" means the maps of Sections 1 through 22 of the Development recorded April 9, 1970 and May

11, 1970 in the Office of the Recorder of Deeds of Wayne County, Pennsylvania in Plat Book 5, pages 26 through 68, and such revisions thereof as made from time to time to be filed in said office by Declarant as amended.

L. "Single-family Dwelling" means a residential dwelling for one or more persons, each related to the other by blood, marriage or legal adoption, or a group of not more than 3 persons not so related, together with his or her domestic servants, maintaining a common household in such dwelling.

2. General Application - Lots.

A. Accessory Outbuildings. No garage or shed shall be built on any Residential Lot before a dwelling is built on that Lot. No garage, shed, temporary building, or partially completed building shall be used for human habitation.

B. Fences. All property lines shall be kept free and open, and no fences, hedges or walls shall be constructed except as permitted by the Committee.

C. Completion of Construction. Every improvement, once begun, shall be completed within 6 months. Improvements not completed within 6 months, improvements on which construction has been interrupted for 90 days, and improvements partially or totally destroyed and not rebuilt within 6 months shall be deemed a nuisance. Declarant may remove any such nuisance or repair or complete the same, at the cost of the Owner.

D. Prohibition Against Used Buildings. No used buildings shall be placed on any Lot.

E. Maintenance of Lots. Each Lot, whether occupied or unoccupied, and all improvements shall at all times be maintained in good and clean condition; grass shall be mowed; rubbish and debris removed; and weeds controlled. If any Lot or any improvement thereon is not so maintained, Declarant may maintain, restore or repair, the cost of which shall be added to and become a part of the annual charge to which such Lot is subject. Neither Declarant nor any of its agents or employees or contractors shall be liable for any damage which may result from any maintenance, restoration or repair work performed hereunder.

F. Sewage Disposal. The central sewage disposal system constructed or to be constructed by Declarant, as said system may at any time be improved or otherwise altered, shall be the sole sewage disposal system for the Development. No Owner shall install or use any alternative system or method of sewage disposal. All plumbing fixtures, washers, toilets and similar equipment on any Residential Lot shall be connected to the central system through the sewer main now or hereafter installed in the street abutting said Lot. No outside toilet shall be constructed on any Lot.

G. Water System. The central water system constructed or to be constructed by Declarant, as said system may at any time be improved, or otherwise altered, shall be the sole water system for the Development. No owner shall install or use any alternative system or method of water supply.

H. Sewer Charges. Each Owner shall pay to the public utility which shall own and operate the sewage facilities:

i. A minimum monthly availability charge, initially at the rate of $4.50 per month per unimproved Lot, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute, commencing upon the availability for use of a sewer main in front of, or adjacent to, such Lot, and continuing thereafter so long as a sewer main is available for use, irrespective of whether use is made thereof in connection with such unimproved Lot.

ii. A charge, initially at the rate of $6.50 per month for each Lot upon which a structure has been erected

which contains a wash stand, a flush toilet, a bath tub or shower or a kitchen faucet, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute.

I. Water Charges. Each Owner shall pay to the public utility which shall own and operate the water works facility:

i. A minimum monthly availability charge, initially at the rate of $4.50 per month per unimproved Lot, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute, commencing upon the availability for use of a water main in front of, or adjacent to such Lot, and continuing thereafter so long as a water main is available for use, irrespective of whether use is made thereof in connection with such unimproved Lot.

ii. A charge, initially at the rate of $6.50 per month for each Lot upon which a structure has been erected which contains a wash stand, a flush toilet, a bath tub or shower or a kitchen faucet, or at such other rate as shall be established from time to time in accordance with the Public Utility Law of the Commonwealth of Pennsylvania or any succeeding regulatory statute.

J. Nuisances. No noxious or offensive activities or nuisances shall be suffered on any Lot.

K. Signs. Except as permitted by the Committee, no person, except Declarant, shall erect or maintain upon any Lot or Improvement any sign or advertisement.

L. Animals. No animals shall be kept on any Lot except the usual household pets. Household pets shall be kept reasonably confined so as not to become a nuisance.

M. Vehicle Parking. No vehicle shall be parked on any street in the Development.

N. Garbage and Refuse Disposal. No Owner shall burn or permit the burning out-of-doors of garbage, trash or other household refuse.

O. Concealment of Fuel Storage Tanks and Trash Receptacles. Every fuel storage tank on any Lot shall be either buried below ground or screened to the satisfaction of the Committee. Every receptacle for rubbish shall be underground or shall be so placed and kept as not to be visible from any street or lake within the Development.

P. Restriction on Construction of Model Homes. No building that is to be used as a model home or exhibit house shall be built without the prior written permission of the Committee.

Q. Restrictions on Temporary Structures. No travel trailer or tent shall be placed or erected on any Lot, nor shall any overnight camping be permitted on any Lot. No mobile home shall be placed or erected on any Lot except as permitted by the Committee, provided, however, that prior to the conveyance of all the Common Areas to the Association, the Committee shall not permit any mobile home to be placed or erected on any Lot.

R. Removal of Trees. No tree over 3 inches in diameter may be cut down without the prior written consent of the Committee.

S. Limited Access. There shall be no access to any Lot on the perimeter of the Development except from designated roads within the Development.

T. Docks, Piers, Etc. No pier, dock or other structure shall extend more than 15 feet into any lake. No pier, dock or other structure shall be built without the prior written permission of the Committee, which permission shall be a revocable license.

U. Ditches and Swales. Each Owner shall keep drainage ditches and swales located on his Lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his Lot as may be reasonably required by the Committee.

V. Re-subdivision. No Lot shall be subdivided.

W. Drilling and Mining. No drilling, refining, quarrying or mining operation of any kind shall be permitted on any Residential Lot.

3. General Application - Common Areas

A. Ownership. All Common Areas are private property and shall remain private property. Declarant's execution and recording of the Plat shall not be construed as a dedication to the public of any of the Common Areas. A license upon such terms and conditions as Declarant shall from time to time specify for the use or enjoyment of each of the Common Areas is granted to the persons who are from time to time members or associate members of the Association.
Declarant shall convey the Common Areas to the Association not later than December 31, 1976, and Declarant shall have the right to convey all or any part of the Common Areas to the Association at any time prior to said date. On the date of said conveyance, the Common Areas, or the part thereof conveyed, shall be subject to liens for taxes not then delinquent, such easements and rights-of-way as then appear of record and such other matters of record as Declarant may at the time of such conveyance deem appropriate and proper. Said conveyance shall be made by deed which shall be deemed delivered for all purposes upon Declarant's recording thereof in the Office of the Recorder of Deeds of Wayne County, Pennsylvania. Upon conveyance of all the Common Areas to the Association, all rights, powers, privileges and immunities of Declarant, as such, shall vest in the Association.

B. Maintenance. So long as Declarant owns any Common Area, Declarant shall maintain and repair that Common Area. After conveyance to the Association of any Common Area, the Association shall maintain and repair that Common Area.

C. Subsequent Dedication. At any time after conveyance to the Association of the streets in the Development, the Association, by affirmative vote of two-thirds of its members entitled to vote, may offer to dedicate said streets to public use. Said offer shall be subject to acceptance by the appropriate governmental body. Declarant does not warrant that the streets to be constructed by it within the Development will be built in such a manner that said governmental body will accept dedication thereof.

4.Land Use.

A. Residential Lots. No improvement except a Single-family Dwelling and such outbuildings as are usually accessory thereto shall be constructed, placed or permitted to remain on any Residential Lot. The following restrictions shall apply specifically to such Lots:

i. Minimum Area. Each dwelling constructed shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings) of not less than 750 square feet. In the case of single-story dwellings, all 750 square feet shall be situated on the first floor. In the case of split-level or two-story dwellings, not less than 550 square feet shall be situated on the first floor.

ii. Single-story Construction. Each such dwelling shall be single-story, unless split-level or two-story construction is approved by the Committee.

iii. Set Backs. Except as shown on the Plat, every dwelling shall be at Least:

a. 50 feet from the nearest lake.

b. 25 feet from the front Lot line.

c. 10 feet from each side Lot line.

d. 25 feet from the rear Lot line.

5.Provisions with Respect to Lakes and Lots Contiguous Thereto.

A. Ownership of Lake Front Lots. The boundary of any Lot which is shown on the Plat as contiguous to a lake shall be the shoreline of said lake as said shoreline would be if the water level in said lake were one vertical foot above the normal maximum water level of said lake.

B. Limitations on Water Rights. No Owner of a Lot which is shown on the Plat as contiguous to a lake shall have any right with respect to any stream that is a tributary of any such lake or with respect to such lake, the land thereunder, the water therein, or its or their elevation, use or condition, nor shall such Owner have any riparian rights or incidents appurtenant. No person shall acquire title to any land in the Development by accretion, reliction, submergence or changing water levels.

C. Right to Remove Accretions. Declarant shall have the right at any time to dredge or otherwise remove any accretion or deposit from any lake front Lot in order that the shoreline of the lake to which such Lot is contiguous may be moved inland toward or to the boundary of said Lot.

D. Declarant's Non-responsibility for Damages. Neither Declarant nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake.

E. Right to Change Level of Lake. Declarant shall have the right to raise and lower the water level of any lake in the Development; provided, however, that such right shall not permit raising the water level more than one vertical foot above the normal maximum water level indicated on the Plat.

6.The Environmental Control Committee

A. General Powers of the Committee

i. Power to Approve Plans. No improvement may be constructed on any lot without the prior written approval of the Committee. Such approval shall be granted only upon written application in the manner and form prescribed by the Committee, accompanied by two sets of plans and specifications for such improvement. The application shall show the location of all improvements existing upon said Lot, the location of the improvement proposed to be constructed, the color and composition of all exterior materials to be used, any proposed landscaping, and any other information which the Committee may require.

ii. Power of Disapproval. The Committee may disapprove any application:

a. which does not comply with this Declaration; or

b. because of reasonable dissatisfaction with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

c. if, in the judgment of the Committee reasonably exercised, the proposed improvement will be inharmonious with the Development, or with the improvements erected on other Lots.

iii. Power to Grant Variances. The Committee may allow reasonable variances from the provision of this Declaration if literal application thereof results in unnecessary hardship, if such variance is in conformity with the general intent of this Declaration, and if the granting of such variance will not be materially detrimental or injurious to the Owners of other Lots, provided that the Committee shall not permit any travel trailer or tent to be placed or erected on any Lot or permit any overnight camping on any Lot.

iv. Power to Charge Fees. The Committee may require a reasonable filing fee to accompany each submission of plans and specifications.

B. Committee Membership. The Committee shall be composed of three members appointed by Declarant. Committee members may be removed by Declarant. Vacancies shall be filled by Declarant, or if Declarant fails to do so within two months, by the Board. When 90% of the Lots have been sold by Declarant, the Board may thereafter appoint and remove Committee members.

C. Duties of the Committee. The Committee shall act within 30 days after all required information shall have been submitted. The Committee shall retain one copy of submitted material and return the other copy. All notices to applicants shall be in writing. Any disapproval shall specify the reason therefore. The approval of the Committee of plans and specifications shall not be a waiver by the Committee of its right to object to any of the features or elements contained in any subsequent plans or specifications submitted for approval. The Committee may inspect work being performed to assure compliance with this Declaration and the Committee's rules. Failure of the Committee to act upon an application within 30 days shall constitute approval of the application.
At any time prior to the completion of construction of an improvement, the Committee may require a certification of the contractor, the Owner, or a licensed surveyor, that such improvement does not violate any set back rule, ordinance or statute or encroach upon any easement or right-of-way of record. Such certification shall be delivered to the Committee within 10 days after completion of such improvement. The Committee shall adopt written rules governing its procedures.

D. Liability of Committee. Neither the Committee, the Declarant, the Association, nor any person acting on behalf of any of them shall be responsible in any way for any defects in plans or specifications or other material submitted to the Committee, nor for any defects in any work done.

E. Appeals. Any Owner shall have the right to appeal to the Board from any adverse decision of the Committee within 30 days after the giving of notice of disapproval, and the Board shall have authority to confirm, reverse or modify the decision of the Committee.

7. Easements.

A. Reservations. The following easements and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to Declarant:

i. Utilities. A 10-foot wide strip on each Lot along the line of such Lot abutting a street and a 5 foot strip on each Lot along the side and rear lines of such Lot for the installation, maintenance and operation of utilities including TV antenna cables and the accessory right to locate guy wires, braces or anchors.

ii. Lake and Shoreline Maintenance. A 15-foot wide strip along the line of any Lot abutting a lake for lake and shoreline maintenance.

iii. Slope and Drainage. A 30-foot wide easement on each Lot along the line of such Lot abutting a street for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

iv. Flooding Easement. A flowage and flooding easement on each lake front Lot equal to the lake front building set back line as provided in Section 4, iii.

v. Streets. An easement on, over and under all streets in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder, for purposes of drainage control; for access to any Lot; and for purposes of maintenance of said streets.

B. Use of Maintenance by Owners. No structure, planting or activity shall be permitted on said easement which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easements. No Owner shall have any claim against Declarant or its licensees arising out of the exercise or non-exercise of any easement reserved hereunder or on the Plat except in case of willful or wanton misconduct.

D. Joinder of Lots. For the purposes of Section 7A, if the Owner of two or more contiguous Lots uses said Lots as the site of one Single-family Dwelling, said Lots shall be treated as a single Lot for purposes of this Declaration so long as said Lots remain improved with one Single-family Dwelling.

8. Annexation of Subsequent Units or Parcels.

A. Property to be Annexed. Declarant may, from time to time and in its sole discretion, annex to the Development any other real property which from time to time may be owned by Declarant and which is adjacent to the Development.

B. Manner of Annexation. Declarant shall effect such annexation by filing or recording a map or plat of the annexed area and by signing and recording a supplement to this Declaration which shall:

i. Amend the description of the Development to include the annexed area;

ii. Amend the definition of the term "Plat" to include such map or plat;

iii. Set forth any additional covenants, restrictions or easements specifically applicable to the annexed area; and

iv. Contain such provisions as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate the annexed area into the Development and to extend the provisions of this Declaration to the annexed area.

Upon the filing or recording of such map or plat and the recording of such supplement, the annexed area shall be part of the Development and subject to this Declaration, as supplemented as fully and with the same force and effect as if the annexed area were part of the Development on the date of the recording of this Declaration.

C. Limitations. Declarant shall not have the right or power to annex to the Development any area which has been subdivided into lots if, after annexation, the aggregate number of lots in the Development would exceed 4,100.

9. Additional Lots within Development.

A. Right to Create Additional Lots. Declarant reserves the right to
subdivide into not more than 75 lots the area designated on the Plat as Tracts 5, 18, 13, 22A, 26, 26A and 33.

B. Manner of Exercise. If Declarant shall elect to exercise such right, Declarant shall file or record a map or plat of said area and shall sign and record a supplement to this Declaration which shall:

i. Amend the definition of the term "Plat" to include such map or plat; and

ii. Contain such provisions as, in the opinion of counsel for Declarant, shall be necessary or appropriate to integrate said additional lots into the Development.

Upon the filing or recording of such map or plat and the recording of such supplement, said additional lots shall be included within the term "Lots" as fully and with the same force and effect as if such area had been subdivided into lots on the date of the recording of this Declaration.

10. The Association.

A. General. The Association has been created as a not-for-profit corporation. Every Owner of a Residential Lot shall be a member of the Association.

B. Membership. The Board may create one or more classes of associate memberships in the Association, as provided in the By-Laws.

C. Purposes. The purposes of the Association are to promote the common interests of its members, to operate, maintain, repair and replace the Common Areas and to promulgate and enforce rules and regulations governing the use and enjoyment of the Common Areas.

D. Powers. In addition to all of its other powers, the Association may levy a uniform annual charge of at least $75.00 against each Residential Lot, other than a Lot of which Declarant is Owner, to pay the cost of operating, maintaining, repairing and replacing the Common Areas and other costs and expenses incurred by the Association in achieving its purposes. The Board may increase the annual charge.

i. Collection of Annual Charges. The charges levied by the Association shall be paid to it, on or before the date fixed by resolution of the Board. Written notice of the charge and the date of payment shall be sent to each Owner at the address last given by the Owner to the Association. If any charge levied against any Lot shall not be paid when due, it shall become a lien upon said Lot, subject only to matters of record on such due date and shall remain a lien until paid in full. The Board may bring such actions as it shall deem appropriate at law or in equity, by way of foreclosure of such lien or otherwise, to collect the amount of said charge, including interest, costs of collection and attorneys' fees.

ii. Binding Nature of Charge. Sale or transfer of any Lot shall not affect any lien for charges provided for herein.

iii. Proof of Payment. The Association shall on request furnish a statement certifying that the charges against a specified Lot have been paid or that certain charges remain unpaid, as the case may be.

iv. Suspension of Privileges of Membership. The Board may suspend the voting privilege of any member and the license of any member or associate member to use the Common Areas for:

a. Any period during which any Association charge on any member's Lot remains unpaid; and

b. The period of any continuing violation by such member or associate member of the provisions of this Declaration after the existence thereof shall have been declared by the Board; and

c. A period to be determined by the Board, not to exceed 3 months, for repeated violations of the By-Laws of the Association or its rules and regulations.

11. Remedies.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures may proceed at law of in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in any such action may award the successful party reasonable expenses in prosecuting such

action, including attorneys' fees.

B. Cumulative Remedies. The remedies herein specified are cumulative, and the specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

12. Grantee's Acceptance Subject to Declaration. Each grantee or purchaser of a Lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, shall accept such deed or contract upon and subject to all provisions of this Declaration and subject to the jurisdiction, rights, powers, privileges and immunities of Declarant, the Committee, and the Association and shall agree to pay the charges levied against his Lot by the Association. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other Lot to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration.

13. Severability. Every provision of this Declaration is hereby declared to be independent of, and severable from, every other provision of this Declaration. If any such provision shall be held to be invalid or unenforceable, or not to run with the land, that holding shall be without effect upon the validity, enforceability or running of any other provision of this Declaration.

14. Captions. All captions in this Declaration are for convenience only and do not in any way limit or amplify the provisions hereof.

15. Term and Amendment. The provisions of this Declaration affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until April 30, 2000, after which time the same shall be deemed extended for successive periods of 10 years each unless, prior to the expiration of the then current term, an instrument signed by a majority of the then record Owners of all Lots agreeing to change the provisions hereof in whole or in part, effective upon expiration of the then current term, shall be duly recorded in the Office of the Recorder of Deeds of Wayne County, Pennsylvania. Except as provided in the immediately preceding sentence, this Declaration may be amended or supplemented only by Declarant, to the extent specifically authorized in this Declaration, or by the vote of the then record Owners of two-thirds of all Lots.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of May 11, 1970.

BOISE CASCADE RECREATION COMMUNITIES
By Joseph A. Therrien, Vice President

This Declaration was recorded June 25, 1970 in Wayne County Deed Book 258 page 51.

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Boise Cascade Recreation Communities hereby makes the following amendment to the Declaration of Protective Covenants for The Hideout dated May 11, 1970 and recorded in the Office of the Recorder of Deeds of Wayne County, Pennsylvania, in Deed Book Volume 258, page 51, et seq. The amendment is made pursuant to Paragraph 15 of the Declaration, and with reference to the provisions of said Paragraph 15. Boise Cascade Recreation Communities specifically warrants and declares that as of the date hereof, it is the Owner of record of more than two-thirds of all lots in the Development.

The definition of "Plat" as set forth in Paragraph 1-K of the Declaration is hereby amended to read as follows:

K. "Plat" means the maps of Sections 1 through 22 of the Development recorded April 9, 1970 and May 11, 1970, in the Office of the Recorder of Deeds of Wayne County, Pennsylvania, in Plat Book 5, pages 26 through 50, and such revisions thereof as may from time to time be filed in said office by Declarant."

IN WITNESS WHEREOF, Boise Cascade Recreation Communities has caused this Amendment to be executed by its duly authorized agent this 15th day of April, 1971.

BOISE CASCADE RECREATION COMMUNITIES
By Roger P. Hussey, Authorized Agent

This amendment was recorded April 22, 1971 in Wayne County,
Deed Book 265, Page 739.

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of March 14, 1972, by Boise Cascade Home and Land Corporation successor by merger to Boise Cascade Recreation Communities, ("Declarant") and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258, at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development, which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited, and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be known and designated as "NorthWood Estates, a division of The Hideout".

2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also, the real estate described and platted on the maps attached hereto and intended to be herewith recorded.

3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended is hereby amended to include the maps and plats filed herewith, as such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.

4. It is the intent of Declarant that upon the filing of the maps attached hereto and the recording of this Supplemental Declaration that the annexed area shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed area were part of the original Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of March 14, 1972.

BOISE CASCADE HOME & LAND CORP.
By Roger P. Hussey, Authorized Agent

This supplement was recorded March 14, 1972, in Wayne County, Deed Book 277. Page 1202.

ASSIGNMENT OF DECLARATION OF PROTECTIVE COVENANTS

By instrument dated September 28, 1972, and recorded October 24, 1972, in Wayne County, Deed Book 286, page 1056, Boise Cascade Home & Land Corporation assigned to Larwin Developments, Inc. all of its right, title and interest as Declarant in and to the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended and supplemented.

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of March 9, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258, at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania, which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited, and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be known and designated as "Cherry Hill, a division of The Hideout".

2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Section 41 of the Hideout according to the Plat thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, March 9, 1973, in Plat Book 5, Page 106.

3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended as hereby amended to include the maps and plats of the above described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.

4. The above described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above described property were part of the original Development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of March 9, 1973.
Herbert Grossman, Secretary
LARWIN DEVELOPMENTS, INC
By M. J. Romeo, Vice President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On March 9, 1973, before me, a Notary Public, the undersigned officer, personally appeared M.J. Romeo who acknowledged himself to be the Vice President of LARWIN DEVELOPMENTS, INC., and that he as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.
Susan Wilcox
NOTARY PUBLIC

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of April 3, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout dated May 11, 1970, recorded in Wayne County Deed Book No. 258 at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants hereinbefore cited and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be divided into three sections (Sections 42, 43 and 44) and shall be known and designed as "Castle Rock, a division of The Hideout", "Terrance Hill, a division of The Hideout" and "Rolling Hills, a division of The Hideout" respectively.

2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Sections 42, 43 and 44 of The Hideout according to the Plats thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, on April 3, 1973, in Plat Book 5, pages 108, 109 and 110, respectively.

3. The definition of the term "Plat" as set forth in the Declaration of Protective Covenants for The Hideout dated May 11, 1970, as amended is hereby amended to include the maps and plats of the above described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.

4. The above described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above described property were part of the original development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of May 7th, 1973.
Herbert Grossman, Secretary

LARWIN DEVELOPMENTS, INC.
By Charles W. Horne, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On May 7th, 1973, before me, a Notary Public, personally appeared CHARLES W. HORNE, known to me to be the President, and HERBERT GROSSMAN, known to me to be the Secretary of LARWIN DEVELOPMENTS, INC., the corporation which executed the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal.

Thomas E. Gibbs
Notary Public in and for said County and State

SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS

This Supplemental Declaration is made as of May 18, 1973, by Larwin Developments, Inc., ("Declarant"), and is made by Declarant pursuant to the provisions of Paragraph 8 of Declarant's Declaration of Protective Covenants for The Hideout, dated May 11, 1970, recorded in Wayne County Deed Book No. 258 at page 51.

Declarant is the owner of certain real estate in Lake Township, Wayne County, Pennsylvania, which is adjacent to the development known as The Hideout, plats of which have previously been recorded in Wayne County, Pennsylvania. Declarant is now desirous of annexing said adjacent real estate to the Development which it is entitled to do pursuant to the Declaration of Protective Covenants, hereinbefore cited and makes this Supplemental Declaration in order to effect said annexation.

1. The annexed area shall be divided into six sections (Sections 45, 46, 47, 48, 49 and 50) and shall be known and designated as "Fairway Green, a division of The Hideout", "Big Spring Pond, a division of The Hideout", "Sand Trap, a division of The Hideout", "Indian Hills, a division of The Hideout", "Geronimo Hills, a division of The Hideout", and "Golf View, a division of The Hideout" respectively.

2. The description of the Development as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, is hereby amended to include not only the real estate therein described, but also the real estate described as Sections 45, 46, 47, 48, 49 and 50 of The Hideout according to the Plats thereof recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, on May 18, 1973, in Plat Book 5, pages 114, 115, 116, 117, 118 and 119, respectively.

3. The definition of the term "plat" as set forth in the Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, is hereby amended to include the maps and plats of the above-described property and such revisions thereof as Declarant may file from time to time with the Recorder of Deeds of Wayne County, Pennsylvania.

4. The above-described property shall be a part of the Development and subject to the provisions of the original Declaration of Protective Covenants for The Hideout, dated May 11, 1970, as amended, as fully and with the same effect as if the annexed above-described property were part of the original development.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of June 11, 1973.

Herbert Grossman, Secretary

LARWIN DEVELOPMENTS, INC.
Charles W. Horne, President

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On June 11, 1973, before me, a Notary Public, personally appeared CHARLES W. HORNE, known to me to be the President and HERBERT GROSSMAN, known to me to be the Secretary of LARWIN DEVELOPMENTS, INC., the corporation which executed the within instrument and acknowledged to me that they executed the same on behalf of said corporation.

WITNESS my hand and official seal.
Thomas E. Gibbs, Jr.
Notary Public in and for said County and State

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

Boise Cascade Home and Land Corporation and Larwin Developments, Inc., being the owners of record of more than two-thirds of all lots in the Development hereby amend the Declaration of Protective Covenants for The Hideout dated May 11, 1970, and recorded in the office of the Recorder of Deeds of Wayne County, Pennsylvania, in Deed book Volume 258, page 51, et seq. as follows:

The definition of "Utility Lot" as set forth in Paragraph 1. I. of said Declaration is hereby amended to read as follows:

"'Utility Lot' means a lot designated as 17, 1156, 1224, 2310, 2986, 3049, 3636, and 4309 on the Plat so long as the Owner of such Lot is Declarant or a utility company serving the Development."

IN WITNESS WHEREOF, Boise Cascade Home and Land Corporation and Larwin Developments, Inc., have executed this Amendment this 15th day of January, 1974.

BOISE CASCADE HOME AND LAND CORPORATION
By Its Vice President

LARWIN DEVELOPMENTS, INC.
By Charles W. Horne, Its President

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