

REGISTER & RECORDER  
'80 MAY 21 A 9:03  
MONROE COUNTY, PA.

# This Indenture Made the

6th day of MAY in the year of our

Lord one thousand nine hundred and EIGHTY

Between ALL-AMERICAN REALTY COMPANY, INC., a corporation in the State of Pennsylvania having its principal place of business at 104 W. High Street, Millford, Pennsylvania,

Grantor

AND

VIRGIL DE HALT and ANITA DE HALT, his wife, as tenants by the entireties, of 62-27 108th Street, Forest Hills, New York, 11375

Grantees

WITNESSETH, That the said ALL-AMERICAN REALTY COMPANY, INC., for and in consideration of the sum of

SEVEN THOUSAND TWO HUNDRED and 00/100 (\$7,200.00) DOLLARS

the true, full and correct market value, lawful money of the United States of America, unto it well and truly paid by the said Grantees

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs

and assigns, all that certain piece, parcel and tract of land situate, lying and being in the Township of Coolbaugh County of Monroe and State of Pennsylvania, more particularly described as

follows, to wit: Lot 20, Block A-1503, As set forth on a map entitled Plan of Lots, Arrowhead North (Arrowhead Lake), Section Fifteen, Coolbaugh Township, Monroe County, Pennsylvania, dated June 1973, scale 1" to 100' by Joseph D. Sincavage, Monroe Engineering, Inc., Stroudsburg, Pennsylvania and filed in the Office for the Recording of Deeds in and for Monroe County, Pennsylvania in Plat Book 25, Page 19 on January 17, 1975.

Being part of the same premises which IKA HUSTON MARVIN et al. by its Deed dated DEC. 20, 1969 and recorded in the Office for the Recorder of Deeds at Stroudsburg, Pennsylvania in and for the County of Monroe in Deed Book Volume 381, Page 928 granted and conveyed unto All American Realty Company, Inc.

Subject to conditions, reservations and restrictions more particularly set forth on Schedule "A" annexed hereto and made part hereof.

In addition to the conditions, reservations and restrictions contained in this Deed, it is covenanted and agreed between the grantor, its successors and assigns, and the grantees, their heirs, executors, administrators, successors and assigns, that no part or portion of the above described premises shall be owned, used or occupied, directly or indirectly, by any person or persons unless such person or persons shall first be approved for membership in Arrowhead Lake Country Club, Inc. Nor will the grantees sell, convey, rent, lease or permit to be occupied, the premises hereby conveyed, to or by any person or persons, excepting those first approved for membership in Arrowhead Lake Country Club, Inc., and will submit the required application to said Club, and obtain approval thereof before any sale, conveyance, lease or rental is consummated, or occupancy is permitted. This paragraph shall also operate with respect to any devolution of title by operation of law or otherwise, and shall run with the land.

The following restrictions are covenants running with the land which are part of a general development scheme relating to the land heretofore described and shall run with and bind the land and the grantee, his heirs and assigns, to be conveyed hereunder subject to the right of the grantor, its successors and assigns, of the tract of which said premises are a part to waive any of the following restrictions for any plot or group of lots when in the opinion of the grantor, its successors and assigns, such waiver may be desirable or necessary.

Together with unto the Grantees, their heirs and assigns, in common, however, with the Grantors, its successors and assigns, the right of ingress, egress and regress over and across all private roadways and passageways as shown on map recorded in Plat Book 25, Page 19, in the Office of the Recording of Deeds of Monroe County, Pennsylvania, for the purpose of access to the premises heretofore described.

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1. All lots and parcels of land in the subdivision known as ARROWHEAD LAKE, MONROE COUNTY, PA., shall be reserved and used for single family residential purpose exclusively, excepting those specifically designated by the SELLER as multi-residence, condominium, business or commercial property.

2. a. No structure or building of any sort or swimming pool shall be moved to, erected or constructed on any plot until a complete set of plans and specifications has been submitted to and approved in writing by ALL-AMERICAN REALTY CO., INC., in accordance with the Arrowhead Lake Building Code. Disapproval of plans and specifications by ALL-AMERICAN REALTY CO., INC. may be based on any ground including purely aesthetic grounds. No tent, trailer, or other temporary structure of any kind may be erected on or moved to any lot or lots.

b. No lot shall be cleared of brush, trees or anything else of any inflammable nature except after having first obtained the approval of ALL-AMERICAN REALTY CO., INC. in writing, such approval to specify the time and manner in which such clearing shall be made.

c. No contractor or workman may enter the premises without first securing a work permit available at the property office.

3. No building shall be erected on any plot within 25 feet of the front line of said plot; nor within 10 feet from the side line of any adjoining owner or street. If a structure, or any part thereof, shall be built within the set back area, the same shall be removed unless a variance permitting the same to remain shall be granted in the sole discretion of the Developer.

4. Dwellings shall be single family type, only one to be erected on the premises. Private garages in harmony with the main buildings may be erected but must be at least 50 feet from the front line of plot, except when connected directly with main building.

5. No structure shall extend into the waters of the lakes, except a flat dock not higher than 2 feet above the average high water mark, nor extend more than 15 feet beyond the shore line.

6. Boats must be anchored no more than 15 feet from the shore lines when not in use, in order that navigation of lakes will not be impeded. The lakes shall be used by no one who is not an owner of a plot at ARROWHEAD LAKE, or a guest or member of the family of such owner, provided they shall first be approved for honorary membership in Arrowhead Lake Country Club, Inc. It is distinctly understood that the use of the lakes for navigation, or anchorage is to be at the risk of the owner of the vessel and ALL-AMERICAN REALTY CO., INC. shall not be liable for damages or injury resulting from submerged objects, collision or otherwise. No cutting of boat slips or other similar excavating within the lot line or building of bulkhead walls shall be done without the express written approval of ALL-AMERICAN REALTY CO., INC. The boundary line of the lake front shall be the high watermark of the lake.

7. The Developer for itself, its successors and assigns hereby reserves without further consent or permit from the lot owner, his, her, their or its successors in title, unto itself the right to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, ways on which the lot conveyed abuts, electric light, telegraph and telephone poles and wires, water, sewer, gas pipes and conduits, surface drains and such other customary or usual appurtenances as may from time to time, in the opinion of the Developer, or any utility company or municipality be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plan of the land to be conveyed hereunder.

Easements are reserved along and within ten feet of all lot lines of all the lots for the construction and perpetual maintenance of electric light, telegraph and telephone poles and wires, water, sewer, gas pipes and conduits, surface drains and other public and quasi public utilities catch basins drainage and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. Said easement to also extend along any owner's side and rear property lines in cases of fractional lots. The owner of more than one lot may build on a common lot line and the easement shall be inoperative as to said line provided that such building be placed thereon prior to the installation of use of such easement for one of the foregoing purposes.

All claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconvenience caused thereby against the Developer or any utility company or municipality, or any of its agents or servants is hereby waived by the owner. The Developer does further reserve the right to change, lay out anew or discontinue any street, avenue or way shown on the plan of development not necessary for ingress, or egress to and from the premises to be conveyed hereunder, so long as it does not do so in regard to any street, etc. on which the premises front or abut and permits BUYER to have access to all other roads in the subdivision section. No dedication of public use of roads, streets, avenues, ways or beaches is intended to be made by the conveyance hereunder.

8. No structure with an unfinished exterior shall be permitted to remain on any lot for a period exceeding six months from the date of the commencement of construction.

9. No noxious or offensive trade or entertainment, including the keeping of animals, other than commonly accepted domestic pets, shall be carried on upon any lot nor shall any nuisance be maintained thereon.

10. It is covenanted that ALL-AMERICAN REALTY CO., INC. shall have the right, after giving five (5) days' written notice to the lot owner to enter upon any lot or lots upon which any structures or nuisances have been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance, without liability for damage for such action, assessing the reasonable cost thereof against the owner.

11. No signs of any type, including for sale signs, shall be erected or maintained on the premises.

12. a. Each lot owner agrees to pay to Arrowhead Lake Country Club, Inc., a Pennsylvania Corporation or its successors and assigns commencing on the first day of May of the calendar year of his date of purchase and/or contracting for the purchase of said lot and on the first day of May of each year thereafter the sum of at least \$100.00 for each lot. Such charge is intended to cover the expense of maintaining, protecting and operating the recreational facilities and the roads in Arrowhead Lake. The Club reserves the right on thirty (30) days' prior written notice to a lot owner, to increase such charge. Any increase shall bear a reasonable relationship to the increase in costs or the increase of benefits to the lot owner of Arrowhead Lake provided thereby.

b. The title to all land designated as Beach or recreational areas is expressly reserved and retained by the Developer, its successors and assigns. The lot owner for himself, his heirs, successors, administrators, executors, assigns, guests, or members of his family, agrees that the use of said beach or recreational areas are subject to the approval of Arrowhead Lake Country Club, Inc., and subject to compliance with the rules and regulations from time to time promulgated by the Arrowhead Lake Country Club, Inc., its successors and assigns. It being understood that the annual charge made for beach privileges shall constitute a lien against each lot as heretofore stated, and in the event that the lot owner shall fail to pay said annual charge within sixty days after the first day of May of each and every year, the lot owner herewith for himself, his heirs and assigns, hereby authorizes and empowers any attorney of any Court of record to appear for and confess judgment against the lot owner, his heirs and assigns, for the amount due, said judgment not to be entered until ten (10) days' written notice of said default has been given to the lot owner, his heirs and assigns, by United States Certified Mail. The lot owner, for himself, his heirs, and assigns, agrees that the entry of judgment by the Developer against the lot owner shall not exhaust the said authority but that the Developer on the lot owner's future defaults shall have the right to successive entries of judgment. In no event, however, shall the annual lien and charge for beach privileges and recreational areas as heretofore stated, be less than \$100.00 per annum, or such reasonable additional monies as may be determined in the discretion of Arrowhead Lake Country Club, Inc., its successors and assigns. In addition to the remedies heretofore stated, Arrowhead Lake Country Club, Inc. shall have the option on failure to pay the said assessment, as heretofore stated, to prevent the access and use of the aforementioned facilities by the lot owner; his heirs, successors, assigns, guests and family until payment of the same and this option shall be enforceable by mandatory injunction.

c. The Arrowhead Lake Country Club, Inc., its successors and assigns shall maintain beaches and perform maintenance in such manner as the Arrowhead Lake Country Club, Inc., in its sole discretion may deem advisable and the lot owner, for himself, herself, or their administrators and assigns does hereby expressly recognize in the Arrowhead Lake Country Club, Inc., its successors and assigns, the right to deny the use of said beaches and other common use facilities for violation of such rules and regulations without impairing the obligation to pay the charge for the same as herein provided.

13. a. All-American Realty Co., Inc. (Developer) will construct a central sewage system providing sewer service to lots in Sections 14 through 21. At or after such time as such service is made available to any lot, Developer will give written notice to lot purchasers that such service is available. After such notice, the lot purchaser of a lot to which such services are available shall pay an annual sewer charge whether or not such services are utilized, as established by Developer, or an annual sewer rate when such services are utilized, at such rates, charges and installation costs as may be, from time to time, established by Developer or a public utility company and approved by the Pennsylvania Public Utility Commission. Such charges may be billed periodically. Lot purchaser will bear the costs of connection to sewer facilities at his lot and, in addition, a hook-up or connection fee of \$95 or the actual cost thereof at the time of such hook-up, if greater, shall be charged for each sewer hook-up made. Developer reserves the right to transfer the sewage system and all rights thereto to a public utility company.

b. No storm or surface water or waters from any source may be connected or drained into the central sewer system.

c. Purchaser shall not be permitted to build until central sewage is available to his lot. No individual sewage disposal systems shall be permitted on any residential lots and no approval for construction of any structure shall be granted until central sewage is available to purchaser's lot(s).

14. a. All-American Realty Co., Inc. (Developer) reserves the right to construct a central water system providing water service to lots in Sections 14 through 21 but does not represent or warrant to do so. At or after such time as such service is made available to any lot, Developer will give written notice to lot purchasers that such service is available. After such notice, the lot purchaser of a lot to which such services are available shall pay an annual water charge whether or not such services are utilized, as established by Developer, or an annual water rate when such services are utilized, at such rates, charges and installation costs as may be, from time to time, established by Developer or a public utility company and approved by the Pennsylvania Public Utility Commission. Such charges may be billed periodically. Lot purchaser will bear the costs of connection to water facilities at his lot and, in addition, a hook-up or connection fee of \$95 or the actual cost thereof at the time of such hook-up, if greater, shall be charged for each water hook-up made. Developer reserves the right to transfer the water system and all rights thereto to a public utility company.

b. All buildings shall be connected at the lot purchaser's expense to central water facilities within ninety (90) days after notice that such facility has been made available. After the connection date aforesaid, no alternate system or method of water supply shall be installed or permitted to be used on any lot.

15. In consideration for general improvements including central sewer facilities, to be constructed by Developer, its successors or assigns, within the area known as Arrowhead Lake, the lot purchaser shall pay to Developer, its successors or assigns, an amount of \$40 annually, beginning with the month immediately following the date when sewage collection facilities have been constructed which are available for use in connection with said lot and payable annually thereafter on the first day of May each year; provided, however, that, irrespective of the fact that other general improvements shall have been constructed by Developer, the foregoing charge of \$40 annually shall not be imposed so long as the lot purchaser shall be a customer of the public utility sewage company, owning and operating said sewage facilities and shall pay the rates filed with the Pennsylvania Public Utility Commission. Said annual charge shall constitute a lien against each lot as heretofore stated, and in the event that the lot purchaser shall fail to pay said annual charge within sixty days after the first day of May of each and every year, the lot purchaser herewith for himself, his heirs and assigns, hereby authorizes and empowers any attorney of any Court of record to appear for and confess judgment against the lot owner, his heirs and assigns, for the amount due, said judgment not to be entered until ten (10) days' written notice of said default has been given to the lot purchaser, his heirs and assigns, by United States Certified Mail. The lot purchaser, for himself, his heirs, and assigns, agrees that the entry of judgment by the Developer against the lot owner shall not exhaust the said authority but that the Developer on the lot purchaser's future defaults shall have the right to successive entries of judgment.

16. Failure to promptly enforce any of the above restrictions, conditions or covenants shall not be deemed a waiver of the right to do so thereafter and the invalidation of any of the above covenants or restrictions by judgment of any competent Court shall in no wise affect any of the other provisions which shall remain in full force and effect.

032084 COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER TAX MAY 21 '80  
72.00  
PB.1:208

School District of Pacrus Mt.  
Monroe County, Pa.  
Real Estate Transfer Tax  
Amt \$ 36.00 Date Paid MAY 21 1980  
By Myrtle S. Butz Collector

Board of Supervisors of Chalbaugh Township  
Monroe County, Pa.  
Real Estate Transfer Tax  
Amt \$ 36.00 Date Paid MAY 21 1980  
By Myrtle S. Butz Collector

TOGETHER with all and singular the buildings

ways, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever, of the said grantor

in law, equity, or otherwise howsoever, of, in and to the same and every part thereof,

TO HAVE AND TO HOLD the said lot or piece of land above described

hereditaments and premises hereby granted

or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs

and assigns, to and for the only

proper use and behoof of the said Grantees, their heirs

and assigns, forever.

AND the said Grantor for itself, its successors and assigns

DOES by

these presents, covenant, grant and agree, to and with the said Grantees, their heirs

and assigns, that if the said Grantor for itself, its successors and assigns

all and singular

the hereditaments and premises herein above described and granted, or mentioned and intended so to be with the appurtenances, unto the said Grantees, their heirs

and assigns, against if the said Grantor for itself, its successors and assigns and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

shall and will  
GENERALLY

WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be executed and its common or corporate seal hereto affixed.

ALL-AMERICAN REALTY COMPANY, INC.



*[Signature]*  
Secretary

*[Signature]*  
By.....  
Vice-President

EVOL1034 PAGE 180

Received, the day of the date of the above Indenture, of the above-named

State of New Jersey }  
County of Passaic } ss.

On the 6th day of May Anno Domini 1980, before me, the subscriber Carol A. Graham, a Notary Public in the State of New Jersey

personally appeared Joseph J. Marone, Vice-President of the said All-American Realty Co., Inc. who being duly sworn according to law, says that he was personally present at the execution of the above Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said Corporation; that the above Indenture was duly sealed and delivered by the Vice-President of the said Corporation, as and for the act and deed of the said Corporation, for the uses and purposes therein mentioned.

and that the names of this deponent as Vice-President and of Jeffrey Goldberg as Secretary of the said Corporation, subscribed to the above Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

*Carol A. Graham*  
Sworn and subscribed before me, the day and year aforesaid. Witness my hand and seal.  
CAROL A. GRAHAM  
A Notary Public of New Jersey  
My Commission Expires April 29, 1984  
My Commission expires

The address of the within named Grantee is 62-27 108th St., Forest Hills, N.Y. 11375

On behalf of said Grantee



ALL-AMERICAN REALTY CO., INC.

VIRGIL DE HALT and ANITA DE HALT, his wife

RETURN TO:  
Mr. & Mrs. Virgil De Halt  
62-27 108th Street  
Forest Hills, N. Y. 11375

Recorded in the Office for Recording of Deeds in and for

Monroe County in Deed Book No. 1034

page 176 &c.

Witness my hand and seal of Office this 21st

day of May Anno Domini 19 80

Recorder *Myrtle S. Butz*

Deputy Recorder

