

Lakeland Colony Corporation

1422 Lakeland Drive

Lake Ariel, PA 18436

RULES AND REGULATIONS OF THE LAKELAND COLONY CORPORATION
(Amended, Restated and Effective as of June 30, 2020)

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ARTICLE I. ADOPTION OF RULES AND REGULATIONS.

§ 101. Adoption of Rules and Regulations. In accordance with the by-laws of the Lakeland Colony Corporation, these Amended and Restated Rules and Regulations of the Lakeland Colony Corporation (hereinafter known and referred to as the “Rules and Regulations”) were approved, adopted, ordained and enacted on June 30, 2020, by the Members of the Board of Directors of the Lakeland Colony Corporation by way of motion of the Board of Directors. Be it ordained and enacted by the Board of Directors of the Lakeland Colony Corporation as follows:

§ 102. Rules and Regulations Supersedes Prior Rules and Regulations. These Rules and Regulations shall supersede all other general and permanent Rules and Regulations adopted prior to the adoption of these Rules and Regulations.

§ 103. When Effective. These Rules and Regulations shall take effect immediately upon adoption.

§ 104. Amendments to the Rules and Regulations. Any and all additions, amendments or supplements to the Rules and Regulations, when adopted in accordance with the by-laws of the Lakeland Colony Corporation, shall be in writing and state the intent of the President and Members of the Board of Directors of the Lakeland Colony Corporation to add, amend or supplement these Rules and Regulations. Whenever such additions, amendments or supplements shall be adopted, they shall thereafter be printed and added to the Rules and Regulations.

ARTICLE II. RULES AND REGULATIONS.

§ 201. DEFINITIONS. The following definitions shall apply unless otherwise expressly stated:

- (a) “All Terrain Vehicle” or “ATV”: Any motorized vehicle with three 3 or more low pressure tires designed for off-road use (for example, 4-wheelers, side-by-sides, go-karts, etc.).
- (b) “Board of Directors”: Shareholders of Lakeland Colony Corporation that have been duly elected to the several officers' positions as described in the Corporate By-Laws.
- (c) “Boat Dock”: Any dock located on the shoreline of Lake Wallenpaupack fronting a Corporate Lakefront Lot that has one or more vessel or watercraft slips or Moorings.
- (d) “Brookfield Renewable”: Brookfield Renewable, or any subsidiary of Brookfield Renewable that has been charged with the shoreline use and permitting of Lake Wallenpaupack by Brookfield Renewable and/or any government entity, including but not limited to the Federal Energy Regulatory Commission.

- (e) “Brookfield Renewable Licenses”: Those revocable licenses issued to the Corporation by Brookfield Renewable for use of the Brookfield Renewable Licensed Property
- (f) “Brookfield Renewable Property”: Any lakefront property located below the Project Line owned or controlled by Brookfield Renewable.
- (g) “Brookfield Renewable Licensed Property”: The Licenses issued by Brookfield Renewable to the Corporation for the limited use of Brookfield Renewable Property fronting Lots #13, 29, 41, 53, 77, 78, 88, 101, 106
- (h) “Common Area Lakefront Lots”: Any lot wholly owned by the Corporation that fronts Lake Wallenpaupack. Common Area Lakefront Lots fall within the definition of “Community Access Area” as provided by the *Brookfield Renewable Lake Wallenpaupack Public Use and Shoreline Use Permitting Policy*, July 2015 Ed.
- (i) “Corporate”: Referring to Lakeland Colony Corporation and/or its assets
- (j) “Dock Member”: Any property Member and Member of Lakeland Colony Corporation who has a watercraft slip or interest in on any one of the Swim Docks, Boat Docks or Swim Floats fronting the Common Area Lots.
- (k) “Dock Captain”: A Dock Member elected or appointed by the other Dock Members of a respective Boat Dock, Swim Dock and/or Swim Float to administer, coordinate the installation, removal and maintenance of their respective dock, and to interface with the Board of Directors and Brookfield Renewable as necessary. The Dock Captain shall be the designated contact for their respective dock.
- (l) “Dirt Bike”: Any motorized two wheeled vehicle designed with primary use off road.
- (m) “Golf Cart”: Any mean of conveyance consisting of three or more tires, powered by an electric motor or gasoline engine, with its original designed purpose being use on a golf course as a means of conveyance as well as any “side-by-side” vehicle when used solely for transportation or other non-Recreational Use.
- (n) “Guest”: Any person other than a Tenant who has been invited by a Member into the LCC community.
- (o) “LCC”: Lakeland Colony Corporation.
- (p) “Member”: Any shareholder of LCC including such shareholder’s family Members.
- (q) “Mooring”: Any permanent or semi-permanent structure, including but not limited to a quay, dock or mooring buoy, to which a vessel or watercraft may be secured.
- (r) “Motor Vehicle”: Any vehicle such as a car, truck or motorcycle (other than a ATV, Dirt Bike, OHV, Snowmobile or Golf Cart) that is registered with a state.
- (s) “Off Road”: Any unimproved section of Lakeland Colony Corporation property.
- (t) “OHV”: Refers to any vehicle that can be categorized under the definitions for All Terrain Vehicle, Dirt Bike, or Snowmobile found herein.

- (u) “Recreational Use”: The use of an OHV for sport, fun or frolic or to traverse undeveloped areas of the community property.
- (v) “Road”: The entire width between the boundary lines of every way maintained by Lakeland Colony Corporation for the purpose of vehicular travel.
- (w) “Shoreline Policy”: *The Brookfield Renewable Lake Wallenpaupack Public Use and Shoreline Use Permitting Policy*, as adopted and updated by Brookfield Renewable.
- (x) “Snowmobile”: Any motorized vehicle with at least one 1 ski and one 1 track with its primary purpose being transportation over snow.
- (y) “Swim Dock”: Any dock located on the shoreline of Lake Wallenpaupack fronting a Corporate Lakefront Lot and has no provision for mooring a vessel or watercraft.
- (z) “Swim Float”: Any floating structure located off of the shoreline of Lake Wallenpaupack fronting Corporate Property and not tethered or affixed thereto and installed for the purpose of its utilization as a swim float.
- (aa) “Tenant”: A person, his family members and his guests who rents or leases property in Lakeland Colony Corporation from a Lakeland Colony Corporate Member.
- (bb) “Unimproved Lands”: Any section of Lakeland Colony Corporation property that has not been from graded, paved, graveled or otherwise altered by machine its natural state.

§ 202. GENERAL PROVISIONS.

- (a) These Rules and Regulations are intended to promote and preserve the enjoyment of the Lakeland Colony community. It is the intention that the community will be safe from dangerous or unsafe activities or activities which will cause a burden on the Members of the community. The Board of Directors has the authority and responsibility for determining Rules and Regulations, for arranging for their enforcement, for determining and levying fines and for collecting them through legal recourse if necessary. Each Member is responsible for the proper conduct of his/her family, their Guests and service personnel, as well as for any damage caused by these persons. Loud and boisterous parties will not be tolerated. Excessive noise after the hours of 10:00 p.m. is prohibited.
- (b) Violations of these Rules and Regulations should be reported to the Board of Directors at LakelandColonyBOD@gmail.com. Violations of these Rules and Regulations shall subject the Member responsible for the violation to fines as per the fine schedule below:
 - 1st Violation: Letter Warning
 - 2nd Violation: \$100.00 Fine

- Each Subsequent Violation: Each violation will incur an additional \$100.00 up to \$500.00 and every violation thereafter will be \$500.00 until the violation is abated.

All fines are due and payable to Lakeland Colony Corporation within thirty 30 days of levying such fines unless otherwise stated by the Board of Directors. Fines not paid within this time period shall be deemed uncollected, and may result in legal recourse being sought by the Board of Directors. Failure to pay fines and assessments when due shall remove the Member from the status of "in good standing" as outlined in the By-Laws, Article XIV, Section 2.

- (c) All dwellings within Lakeland Colony must be posted with the Lot Identification Number [Member name optional] visible from the street by emergency personnel.

§ 203 CONSTRUCTION AND RENOVATIONS.

[Refer to LCC Building Code, which is available on LCC website]

§ 204: VEHICULAR.

- (a) With respect to ALL VEHICLES, the speed limit on (i) the main access road, Lakeland Drive, from its start at Goose Pond Road to the "Y" intersection with South Shore Drive is 20 Miles Per Hour and (ii) all other internal roads is 15 Miles Per Hour. Violators are subject to a fine and/or prosecution. The method of detection is left to the discretion of the Board of Directors as they see fit.
- (b) No parking is allowed in the turnaround areas at any time due to fire or other emergency needs. All parking should be off road. It is necessary to maintain an open roadway of 16 feet at all times to permit the passage of emergency or other vehicles. The width should be even wider in the winter to allow for snowplowing and safe passage of vehicles on slippery roads. Winter storage of boats, docks, vehicles or other obstructions on the right-of-way is prohibited.

§ 205: OPERATION OF OFF HIGHWAY VEHICLES.

§ 205-1 Purpose and Application:

- (a) The purpose of this section is to regulate the use of OHVs on all LCC property and to ensure that the Members of the LCC shall be safe and secure from those who use OHV's and shall also protect the property of the Members and the LCC from damage from the use of OHV's.
- (b) **LCC ASSUMES NO LIABILITY WHATSOEVER FOR ANY INJURIES**

RESULTING FROM AN INDIVIDUALS OPERATION OF AN OHV ON LCC PROPERTY, THE OPERATOR OF THE ABOVE VEHICLES ASSUMES ALL RISK ASSOCIATED WITH SUCH USE.

§ 205-2 Requirements for the Use on LCC Property:

- (a) Subject to these Rules and Regulations, one OHV may be operated by a Member or his/her Guest for every 20 shares of LCC owned by such Member.
- (b) All OHVs that are used on LCC property are to be registered with LCC and must display a LCC identification sticker. The identification sticker may be obtained by contacting the Board of Directors.
- (c) No Guest of a Member shall enter LCC property and operate an OHV on said property without first signing a Limited License and Release, the form of which is attached hereto as *Exhibit A*, and provided to the LCC Secretary.
- (d) No Guest shall enter LCC property on an OHV without a mounted identification sticker issued to the LCC Member.
- (e) Only OHVs that fully comply with the State of Pennsylvania's or a reciprocal state's regulations, including Registration and Proof of Insurance, on ATV's, Dirt Bikes and Snowmobiles may operate on LCC property.
- (f) Tenants are prohibited from using OHVs on LCC property.
- (g) No Guest of a Member shall be permitted to use LCC property for the operation of an OHV without the Member being present with the Guest while operating an OHV on LCC property.

§ 205-3 Operational Requirements:

- (a) All OHVs are to be operated in a safe and reasonable manner, and not create a nuisance which interferes with other Members and the enjoyment of their property.
- (b) All OHVs must bear a LCC issued identification sticker, which may be obtained from the Board.
- (c) OHVs may be operated year-round on LCC property, subject to the time limits set forth below.
- (d) When using LCC roads, OHV operators are to obey all posted speed limits. When no speed is posted, OHVs are not to exceed fifteen 15 miles per hour.
- (e) When the OHV is in use, **ALL OPERATORS ARE REQUIRED TO WEAR HELMETS DESIGNED FOR SUCH PURPOSE.**
- (f) OHV operators should restrict the operation of OHVs to off road use. OHV operators shall minimize the use of all paved LCC roads and must make best efforts to use the roads for the shortest possible distance.
- (g) When it is necessary to operate an OHV on the road, the operator must bring the OHV to a complete stop and yield to all traffic before entering or crossing the

road. If the operator is crossing the road, the operator should use his/her best efforts to cross the road at a ninety (90) degree angle. If the operator of the OHV is not crossing the road, but is forced to operate on the road for some distance, the operator is to operate the OHV at the far right side or shoulder of the road in the same direction as traffic.

- (h) OHVs shall always give way to all other vehicles using LCC roadways, including, but not limited to motor vehicles, bicycles and golf carts.
- (i) OHVs shall give way to all pedestrians utilizing LCC property, be it on road or off road.
- (j) All OHV operators must be aware, obey and follow all the State of Pennsylvania Laws and Regulations regarding the use and operation of OHVs.
- (k) All children under the age of ten (10) must attend and successfully complete the applicable state recognized safety awareness course regarding the operation of OHVs in order to operate OHVs on LCC property. A course completion certificate is required.

§ 205-4 Prohibited Uses:

- (a) OHVs may be operated at any time on LCC property from November first to April thirtieth.
- (b) OHVs may only be operated for Recreational Use between the hours of ten (10) am and dusk from May first through October thirty-first.
- (c) No person shall use or operate an OHV within one-thousand (1000) feet of any residential structure for Recreational Use, provided, however, an OHV may be operated for the purpose of transit between or to his/her own residential structure and an area where Recreational Use is permitted.
- (d) OHVs must obey all closed trail signs. **Riding the trails in Lacawac Sanctuary is strictly prohibited.**
- (e) The Board of Directors has the authority to open and close portions of LCC property to OHV use by resolution.

§ 205-5 Creation of an OHV Committee: The Board of Directors may create and appoint Members to a committee designed to advise the Board on OHV use and assist the Board with implementation of these Rules and Regulations. The Members of this committee shall be taken from Members of LCC who are in good standing.

§ 206: GOLF CART USE

All golf carts are to be operated in a safe and reasonable manner, and not create a nuisance which interferes with other Members and the enjoyment of their property as follows:

- (a) Golf Carts should only be operated by responsible drivers.
- (b) Golf Carts, when being used for transportation must be used during reasonable hours.
- (c) If operated by individuals under the age of sixteen, Golf Carts are not to be used after 11 p.m.
- (d) A Golf Cart not being used for transportation should only be used during regular OHV hours of 10 a.m. to dusk from May 1st through October 31st.
- (e) **LCC ASSUMES NO LIABILITY WHATSOEVER FOR ANY INJURIES RESULTING FROM AN INDIVIDUALS' OPERATION OF A GOLF CART ON LCC PROPERTY, THE OPERATOR OF A GOLF CART ASSUMES ALL RISKS ASSOCIATED WITH SUCH USE.**

§ 207: HUNTING

All hunting activities conducted on LCC property shall be done in a safe, lawful manner and all users shall protect the corporate property from damage and shall at all times protect the Members, Guests and Tenants while hunting. Deer hunting only, during the Archery: *Antlered*

and Antlerless Statewide and the Antlered and Antlerless Deer – Rifle (not flintlock or gun powder) Hunting Seasons, as defined by the State of Pennsylvania, is permitted by LCC Members in good standing on LCC community property, subject to the following conditions:

- (a) A limit of one hunter per each 20 shares of corporate property owned shall be permitted provided that the Member(s) and Guest(s) shall register with the Board member appointed to manage corporate property. Guest(s) must register each year. All hunting activities must comply with the game laws of the State of Pennsylvania at all times. Tenants are prohibited from hunting on LCC community property.
- (b) All individuals hunting on LCC property must be licensed in the Commonwealth of Pennsylvania.
- (c) All hunting activities on LCC property must be conducted in strict conformity with the Laws of the Commonwealth of Pennsylvania, including, but not limited to the Game Code and the regulations of the Pennsylvania Game Commission.
- (d) No Member (including Guests) may erect and maintain permanently affixed stands or blinds on LCC property.
- (e) All stands and blinds must be clearly marked with such Member's LCC address and a current phone number. Any stand or blind found to omit the required identification and contact information is subject to immediate removal.
- (f) No Guest hunter shall enter LCC property and hunt without the LCC Member actively hunting as well and thereupon without first signing and filing a Limited License and Release agreement with the Board Secretary. A form of the agreement is attached to these Rules and Regulations as *Exhibit B*.
- (g) LCC Members or Guests found to be hunting in violation of these Rules and Regulations and/or Pennsylvania Law are subject to having their privilege of hunting on LCC property revoked.
- (h) **LCC ASSUMES NO LIABILITY WHATSOEVER FOR ANY INJURIES RESULTING FROM ANY INDIVIDUAL'S HUNTING ACTIVITIES ON LCC PROPERTY, THE HUNTER ASSUMES ALL RISKS ASSOCIATED WITH SUCH ACTIVITY.**

§ 208: RENTAL PROPERTIES.

§ 208-1 Purpose. In the interest of maintaining and ensuring that:

- (a) Members and their Tenants are familiar with and are in compliance with all LCC Rules and Regulations;
- (b) LCC has adequate information with which to communicate with Members and their Tenants about LCC Issues;
- (c) to provide security for LCC by obtaining information on all rental arrangements; and,

- (d) to enhance the ability to communicate regarding Tenants' compliance with the provisions of the LCC Rules and Regulations.

§ 208-2 Applicability. All Members who rent their home, for any period of time are subject to these Rules and Regulations, including daily, weekly or seasonal rental agreements, lease-purchase agreements, and/or lease-option agreements.

§ 208-3 Disclosure of LCC Rules to Tenants. At or before the time a rental or lease agreement is signed between Member and a Tenant or Tenants, Member will cause a copy of the Rules and Regulations to be provided to the Tenant.

§ 208-4 Rental Rules:

- (a) Limit on vehicles and parking: Tenants are permitted to have no more than three (3) private vehicles (e.g. car) within LCC at any time. All vehicles must be parked at the property being rented and sufficiently off of the roadway so as to not block traffic.
- (b) Limit on occupancy: Under no circumstances shall any properties be leased or rented by any entity other than a single family unit.
- (c) Tenants are prohibited from use of any of the community owned boat ramps for purposes of launching motorized watercraft, and boat docks.
- (d) Tenants are prohibited from use of any off-road vehicles, including OHVs, Golf Carts, Snowmobiles, or any other motorized vehicle other than a private passenger vehicle.
- (e) Tenants are prohibited from hunting or shooting firearms within the Lakeland Colony Development.

§ 208-5 Required Lease Agreement/Provisions. Members intending to rent out their home will specifically include written provisions in the lease or rental agreement to be signed by Tenant, binding on Tenant, providing for the following:

- (a) Tenant acknowledges having received and read a copy of these Rules and Regulations;
- (b) Tenant understands and acknowledges that Tenant is fully subject to the Rules and Regulations and must comply with them in all respects; and
- (c) In consideration for permission to have access to the property of Lakeland Colony, the Tenant, both for him/her self, together with Tenant's family and guests, do forever indemnify LLC, its officers, directors, Members, shareholders and agents, and hold each and all of them harmless, from all actions, causes of action, claims, judgments, and any liabilities, including injuries, death, losses, and/or property damage, stemming from use of LCC property. Tenant shall further be responsible for all costs, including reasonable attorney fees, incurred in defending any action, cause of action, claim or judgment arising therefrom.

§ 208-6 Disclosure by Property Member. After any lease agreement is signed and prior to the Tenant occupying Member's property, Member shall provide to the Board Secretary (1) a completed and executed copy of the written lease agreement between Member and Tenant and (2) the LCC Member/Tenant Informational Form attached hereto as *Exhibit C* or the following information:

- (a) Member's correct primary residence address, current home telephone number and current mobile telephone number;
- (b) the name, address, telephone number and point of contact for Member's rental agent, if applicable;
- (c) name and contact information for the Tenant(s) signing the lease agreement, including a current e-mail address and mobile telephone number(s) for the Tenant(s);
- (d) the term of the lease; and
- (e) a description of the property being rented.

§ 208-7 Enforcement. If Tenant fails to comply with any provisions of the Rules and Regulation:

- (a) it will be considered a material breach or default of the lease agreement and be reason for eviction, and
- (b) the Member/landlord shall be responsible for all damages caused by Tenant together with such fine as may be levied in accordance with these Rules and Regulations.

§ 209: WATERFRONT COMMON AREAS AND COMMON AREA DOCKS

The property by which the Members of LCC gain access to Lake Wallenpaupack is owned by Brookfield Renewable (the Brookfield Renewable Licensed Property) and is only accessible to LCC and its Members by way of the various revocable licenses (the Brookfield Renewable Licenses) issued to LCC by Brookfield Renewable for the Brookfield Renewable Properties abutting the Common Area Lakefront Lots. The Brookfield Renewable Licenses require LCC and its Members to abide by certain conditions and policies as implemented by Brookfield Renewable in using the Brookfield Renewable Licensed Property. Failure to abide by the conditions and policies of Brookfield Renewable can result in revocation of the Brookfield Renewable Licenses and possible fines and penalties. Without the Brookfield Renewable licenses, LCC and its Members cannot utilize the Brookfield Renewable Licensed Property needed for access to the lake, the installation of Boat and Swim Docks, Swim Floats, or for launching boats. Therefore, the purpose and intent of this section is to ensure that the docks, installations and alterations to the lands located on the Brookfield Renewable Property fronting Common Area Lakefront Lots as licensed to LCC for access to the Lake and the installation of floating docks is in compliance with the Brookfield Renewable Licenses, Shoreline Policy and

any applicable rules, regulations or policies enacted by Brookfield Renewable or a governing authority so as to ensure continued use of the Brookfield Renewable Property for the benefit of the Dock Members and Members of LCC.

Any docks in a common use area shall be for common use. Individually owned and used docks will not be permitted except in front of lakefront properties by the Members thereof. All property Members using such common-use facilities [docks] shall share a proportionate amount of the cost, including maintenance, upgrade/improvement, installation and removal from the lake, etc.

Brookfield Renewable Dock, Mooring, and Land Use permits are required for all docks, ramps, etc. whether private or Lakeland Colony Corp. property. Said permits for all common-use lake accesses will be held by Lakeland Colony Corp., but available to Dock Captains, and will be paid for proportionately by the users thereof.

The Board of Directors is to manage and regulate for proper use the Corporate community property, including the following designated areas:

Lot adjacent to 15	Boating & Swimming
Lot 29	Swimming
Lot 41	Swimming
Lot adjacent to 52	Boating & Swimming
Lot adjacent to 76	Boating & Swimming
Lot adjacent to 79	Boating & Swimming
Lot 88	Swimming
Lot 101	Swimming
Lot 106	Boating & Swimming

§ 209-1 Statement of Duties of the Board of Directors, Dock Captains, Dock Members and Members

It is to the benefit of LCC and its Members to ensure continued use of the Brookfield Renewable Licensed Property licensed to LCC pursuant to the Brookfield Renewable Licenses and, in turn, its Members for the purpose of providing access to Lake Wallenpaupack, the installation of Boat Docks and Swim Docks as well as the general benefit to the community. The continued use of the Brookfield Renewable Property is vital to LCC, its Members and the value of the properties located therein. To that end, the Board of Directors shall endeavor to make best faith efforts to ensure the use and continued use of the Brookfield Renewable Licensed Property.

(a) **Duties of the Board of Directors and Corporation:** The Board of Directors shall endeavor to ensure that all Dock Members and Members are permitted continued and uninterrupted use of both Corporate Lakefront Lots as well as the Brookfield Renewable Property necessary to gain access to Lake Wallenpaupack, install and maintain both Swim and Boat Docks, as well as enjoy the shoreline and wet shoreline areas fronting the Corporate Lakefront Lots. The Board of Directors shall enforce these Rules and Regulations as well as those policies of Brookfield Renewable as they relate to the Brookfield Renewable Property and the conditions placed upon the use of the Brookfield Renewable Licensed Property and protect said privileges.

(b) **Duties of the Members:** The Members shall do nothing to inhibit, alter, or jeopardize the continued and unimpeded use of the Brookfield Renewable Licensed Property. Members shall not dump trash, debris, brush, firewood or any other material for the purpose of disposal at any of the Corporate Lakefront Lots or upon any of the Brookfield Renewable Licensed Property. Members shall not store boats, watercraft, trailers, docks or any personal property on the Corporate Lakefront Lots or the Brookfield Renewable Licensed Property unless permitted to do so in writing by the Board of Directors and/or Brookfield Renewable. No Member shall make, alter or reconfigure any facility and/or improvement to the Brookfield Renewable Licensed Property that deviates from the terms of the Brookfield Renewable Licenses. No Member shall jeopardize or endanger any Boat Dock, Swim Dock or Swim Float located on or offshore of the Brookfield Renewable Licensed Property or any property, including but not limited to Dock Member's boats moored thereto and property located thereon. The Members shall further recognize that the Boat Docks, Swim Docks and Swim Floats are the private property of the Dock Members.

(c) **Duties of the Dock Members:** Dock Members shall endeavor to protect all other Dock Members' interests in the Brookfield Renewable Licensed Property by assuring and maintaining compliance with the Brookfield Renewable Licenses. No Dock Member shall add to or alter any dock's permitted configuration, dimensions, use, and number of designated watercraft slips or deviate from the terms of the Brookfield Renewable Licenses in any way.

(d) **Appointment of A Dock Captain:** A Dock Captain shall be appointed by the Members of their respective dock/Common Area Lakefront Lot in a method and manner determined by the Members of that particular dock. In the event that a dispute arises between Dock Members over the appointment of a Dock Captain, the matter shall be submitted to the Board of Directors and the Board of Directors shall arbitrate the dispute.

(e) **Duties of the Dock Captain:** Dock Captains shall endeavor to protect all other Dock Members' interests in the Brookfield Renewable Licensed Property by

assuring and maintaining compliance with the Brookfield Renewable Licenses and these Rules and Regulations. The Dock Captains shall report any suspected or known deviation from the Brookfield Renewable Licenses to the Board of Directors. Dock Captains are also responsible for interfacing with the Board of Directors on behalf of the Dock Members and vice-versa.

§ 209-2 Dock Membership. The Boat Docks, Swim Docks and Swim Floats are the private property of the Dock Members who paid for, created, and/or maintained the Boat Dock, Swim Dock, Swim Float and improvement and are listed on the respective rosters maintained by the Dock Captains. However, each Dock Member, as a condition of LCC obtaining and maintaining the Brookfield Renewable Licenses on their behalf, authorizes LCC to administer and enforce these Rules and Regulations, including making any necessary alterations, repairs and/or modifications, in accordance with these Rules and Regulations.

§ 209-3 Licensure, Maintenance and Proposed Alterations/Additions.

- (a) Proof of Dock Interest: Lakeland Colony shall provide proof of a dock Member's interest in any given dock by providing a revocable license agreement for each Member's interest(s) in a dock or docks. It shall be substantially in the form attached to these Rules and Regulations as *Exhibit D*.
- (b) Maintenance: The put-in, take-out and maintenance of a Boat Dock, Swim Dock or Swim Float is the sole responsibility of the Dock Members who have an interest in said dock or float. Any fees or costs associated with the licensure, put-in, take-out and/or maintenance of a Boat Dock, Swim Dock and/or Swim Float shall be apportioned, collected, maintained, distributed and accounted for by the dock's respective Dock Captain in a manner acceptable to the Dock Members of said dock or float.
- (c) Common Area Lakefront Lot Maintenance and Licensure Fees: As all Common Area Lakefront Lots are for the benefit and enjoyment of all Members of LCC, all fees and costs associated with the application for, modification of and maintenance of applicable Brookfield Renewable licenses for same shall be advanced by LCC and equally assessed to all Members of LCC.
- (d) Boat Dock and Swim Dock/Float Licensure Fees: All fees and costs associated with the application for, modification of and maintenance of applicable Brookfield Renewable licenses for Boat Docks, Swim Docks or Swim Floats shall be advanced by LCC and equally assessed to all Dock Members for each respective dock.
- (e) Arrears: In the event that any Dock Member fails to pay the fees or costs associated with the licensure, put-in, take-out and/or maintenance of a Boat Dock, Swim Dock or Swim Float for two (2) years, the Dock Captain shall notify the dock's Dock Members and, if the Dock Members agree by consensus, the Dock Captain shall notify the Board of Directors of the arrears and provide an

accounting of the fees and costs past due. The Board of Directors shall then notify the Dock Member in arrears of the arrearages and provide the Dock Member with ninety (90) days in which to submit payment or otherwise resolve the outstanding balance in such a way that is acceptable to the other Dock Members. In the event that the arrearages are not paid or otherwise resolved, LCC shall purchase the interest of the Dock Member in arrears in the dock by paying the reasonable “buy in” amount determined by the Dock Members of said dock and shall then offer the purchased interest in the Boat Dock to the next Member listed on the Waiting List. The “buy in” amount shall not exceed the replacement value of the Dock Member’s interest.

§ 209-4 Dock Membership, Transfer of Interests, Existing, Vacant, Proposed and New Watercraft Moorings:

- (a) Dock Membership Generally: Membership in a Boat Dock, Swim Dock, Swim Float or Common Area Lakefront Lot is limited to those Members in good standing, who own a second-tier lot subject to the terms and conditions set forth in these Rules and Regulations.
- (b) Dock Roster: Dock Captains shall maintain a roster of Dock Members. If the roster is for a Boat Dock, the roster shall identify each Dock Member’s slip assignment and shall identify any vacant watercraft slip. The Rosters shall be provided to the Board of Directors annually at the annual meeting held in accordance with the By-Laws. In the event that there is any change to a Dock Roster, the Dock Captain shall promptly notify the Board of Directors by providing an updated roster.
- (c) Swim Docks and Swim Float Members: All second tier Members shall be entitled to Membership in a Swim Dock, Swim Float and/or Common Area Lakefront Lot, subject to their participation in the purchase and maintenance of the applicable swim dock and/or swim float subject to the terms and conditions set forth in these Rules and Regulations.
- (d) Common Area Lakefront Lots: Common Area Lake Front Lots are for the enjoyment and benefit of all Members of Lakeland Colony.
- (e) Boat Docks: Membership in a Boat Dock is limited to the number of watercraft slips/Moorings that are permitted under the Brookfield Renewable Licenses. Boat Dock Membership is assigned to the Dock Member’s lot within Lakeland Colony on a first come, first served basis. Membership in a Boat Dock can be transferred with a Member’s property, or independently to a Member in the following manner:

1. The Dock Member desiring to sell or transfer his/her Membership in a Boat Dock, if not transferring their Membership with the sale or conveyance of their property, must surrender their Membership/Membership in a Boat Dock to

LCC in accordance with these Rules and Regulations for a reasonable fee that does not exceed the replacement value of the Dock Member's interest in the dock.

- (f) Waiting List: The Board of Directors shall maintain a list of those second tier lot Members who are desirous of a position on a Boat Dock, Swim Dock or Swim Float.
- (g) Boat Dock Rental: Except as expressly provided herein, the rental of any Boat Dock is prohibited. A Dock Member may rent, lease or loan his/her Boat Dock only to any other Member of LCC, but not a Tenant.
- (h) New Moorings: LCC shall endeavor to obtain as many moorings as possible in order to obtain a 1:1 ratio of moorings to second tier lots.
- (i) Swim Docks/Floats: LCC shall apply for and undertake any necessary steps to obtain a license for a new swim dock/float or to alter or modify any existing swim dock/float only upon request from a Member. The costs and fees associated with the effort to do so shall be paid by LCC as the swim float is for the enjoyment of all Members of LCC.
- (j) Vacancies: In the event that a position on a Boat Dock becomes vacant due to non-payment of maintenance fees and costs or a Dock Member surrenders their Membership in the Boat Dock the Board of Directors shall assign that position to the Member next on the Waiting List.
- (k) Mooring Rental:

1. *Rental of Vacant Mooring in LCC's Possession*: In the event that there are no Members on the waiting list or there is a surplus of moorings, LCC may lease or rent the dock as stated above and only to a Member in good standing, except that in the case of LCC renting a mooring to a Member who is the Member of a lakefront lot. In the event that LCC rents a surplus mooring in its possession, that rental shall be voidable upon sixty (60) days notice if a Member who owns a second tier lot that does not have a Membership in a Boat Dock or mooring becomes desirous of obtaining same and makes such a request by adding their name to the Waiting List. Upon expiration of the sixty (60) days notice, LCC shall convey/transfer Membership in said mooring to the next Member on the Waiting List.

2. *Rental of Member's Mooring*: A Dock Member may rent or lease its interest in a Mooring to any Member of LCC or a Member's Guest but not a Tenant. In the event that a mooring is rented or leased to a Member's Guest, the Dock Member renting or leasing their Mooring shall, before the Member's Guest occupies the Mooring: 1) notify the respective Dock's Dock Captain and LCC in writing of same, 2) provide a fully executed Guest waiver and release form which shall be obtained from LCC, 3) shall provide LCC with a fully executed copy of the renter's indemnification and hold harmless agreement which shall be obtained from LCC. In the event that the Member renting the Mooring fails to fulfill the

obligations above, their Guest shall be deemed a trespasser and treated accordingly. Any fees and costs associated with the removal of a trespasser's boat or watercraft from a Mooring and/or for any claim associated with said trespasser's occupancy and use of a Mooring will be assessed against the Member who allowed said use/rental without satisfying the forgoing conditions along with any fine levied in accordance with these Rules and Regulations.

§ 209-5 Non-Compliance and Corrective Actions. In the event that LCC is notified of a condition of the Brookfield Renewable Licensed Property, a Boat Dock, Swim Dock and/or Swim Float that potentially deviates from the Brookfield Renewable Licenses, it shall investigate the potential deviation. If the Board of Directors determines that said condition does deviate from the Brookfield Renewable Licenses or if the Board of Directors receives notice from Brookfield Renewable that there is a non-conforming condition, the Board of Directors shall promptly notify the Dock Captain of the non-conforming Boat Dock, Swim Dock, Swim Float or Brookfield Renewable Licensed Property. The Notice shall state, in detail, the item complained of/deviation and specify the corrective action that should be taken. The Dock Captain and the Dock Members shall bring the Boat Dock, Swim Dock, Swim Float and/or Brookfield Renewable Licensed Property into compliance with the Brookfield Renewable License within fourteen (14) days of receipt of the notice. In the event that the Dock Captain and Dock Members do not bring the non-complying Boat Dock, Swim Dock, Swim Float and/or Brookfield Renewable Licensed Property into compliance timely, the Board of Directors shall undertake the necessary corrective efforts to bring the Boat Dock, Swim Dock, Swim Float and/or Brookfield Renewable Licensed Property to compliance with the Brookfield Renewable License and shall assess the Dock Members of the non-conforming Boat Dock, Swim Dock, Swim Float and/or Brookfield Renewable Licensed Property the actual costs, inclusive of legal fees and design professional fees, of the corrective work on an equal per Member basis.

§ 209-6 Insurance and Safety. LCC shall provide liability insurance for the Common Area Lakefront Lots, Boat Docks, Swim Docks and Swim Floats. To ensure that these remain insurable, LCC shall conduct appropriate safety inspections of these docks, floats and swim floats and any issue of concern will be presented to the appropriate Dock Captain along with a request to remedy same.

§ 210: PERMITTED AND PROHIBITED USES OF LCC PROPERTY

Lots within Lakeland Colony are for residential and strictly private recreational purposes. No lot shall at any time be used for the purpose of any trade, manufacture or business of any kind, nor for a school, hospital or other charitable institution, nor for a store, hotel or place of resort, nor may any lot or property within Lakeland Colony be used by any group, unincorporated association or incorporated entity that would use the lot or property for purposes of ATV, hunting or paintball use. No Soliciting shall be permitted within the boundaries of Lakeland Colony without the express permission of the Board of Directors.

Raising of poultry and/or livestock is prohibited.

Members of property within Lakeland Colony obtain the right to use common-use areas for ingress to and egress from the lake, the right to use the common-use roads, storm-water drainage and potable water facilities maintained by the Association, as well as the obligation to help pay for such facilities, their upgrade and maintenance as required on an equitable basis as herein described. Failure to pay such assessments and any fines levied for any purpose, in a timely manner as determined by the Treasurer, shall result in a lien being placed on such defaulter's property.

The observance of common-use area restrictions must be strictly adhered to by all. These restrictions are for Members' and their Guests' safety and convenience, and would be an imposition upon your neighbor's good will and a threat to his safety, if not adhered to for any reason. It is suggested that all users of common-use lake accesses and the neighbors thereof become familiar with the property lines of said accesses.

NO LIVE TREES MAY BE CUT OR HARVESTED FROM LCC PROPERTY.

Members may obtain, cut and process fallen trees from LCC property for firewood. Members must use reasonable efforts to minimize the disruption to the community and nature and leave the property tidy.

No Member or contractor hired by a Member may dump or deposit any natural waste (branches, leaves, grass, etc.) or building materials on LCC property.

§ 211: MISCELLANEOUS

Lakeland Colony is owned by LCC for the exclusive use of its stockholders. Members in good standing and their invited Guests are permitted to use common-use facilities, to include the roads, access areas and potable water facilities, provided by LCC. Violators are subject to a fine and/or prosecution.

When a LCC property is sold, the seller should inform the Board Secretary of the sale and transfer/sell their LCC stock certificate to the new buyer. Upon this transfer/sale from seller or purchase by buyer from LCC the Board Secretary will issue a new certificate. New LCC Property Members must be LCC shareholders to be Members in good standing. Questions concerning this matter should be directed to the Board Secretary and/or refer to the LCC By-Laws, Article II for Membership information.

NO shooting of firearms within LCC is permitted at any time, with the exception of the above mentioned regular FIREARMS ONLY hunting season.

Pets must be under the Member's control at all times and NOT left to run free. For health and neighborhood relations pet owners **must** clean up after your pets. Pooper Scooper rules are

in effect.

Open burning should be strictly limited and done only when under adequate supervision at all times, in accordance with township, county and state regulations as may be in effect at the time.

Members are responsible for ensuring their trash and trash containers are sufficiently protected from wildlife. Any cost incurred by LCC to clean up trash left insufficiently protected from wildlife will be charged to such Member.

EXHIBIT A

LIMITED LICENSE, RELEASE AND INDEMNITY AGREEMENT FOR THE OPERATION OF AN OHV ON LCC PROPERTY BY A GUEST OF AN LCC MEMBER

I have received a copy of the Rules and Regulations for the Operation and Use of Off Highway Vehicles on Lakeland Colony Corporation Property. I fully understand the Rules and Regulations and how they apply to me. I agree to operate my OHV strictly in accordance with those Rules and Regulations and to abide by them at all times.

This license may be revoked at any time for the breach of the aforementioned Rules and Regulations.

RELEASE AND INDEMNITY

In consideration for permission to have access to the property of Lakeland Colony for the purpose of recreational enjoyment, I hereby do:

- (a) forever discharge and release LCC its agents, shareholders, assigns, and agents from all liabilities stemming from my use of LCC's property for the purpose of operating an OHV;
- (b) acknowledge the operation of an OHV carries with it certain risks, I fully assume those risks; and
- (c) forever indemnify LLC, its officers, directors, Members, shareholders and agents, and hold each and all of them harmless, from all actions, causes of action, claims, judgments, and any liabilities, including injuries, death, losses, and/or property damage, stemming from my use of LCC's property.

I am bound by this Release, as is anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as the heirs to or executor of your estate.

Dated:

Name:
Address:
Phone:

Director, Lakeland Colony Corporation.

Member of who you are a Guest:
Name:
LCC Address:
Phone:

EXHIBIT B

**LIMITED LICENSE AND RELEASE AGREEMENT FOR HUNTING ON LCC
PROPERTY BY A GUEST OF AN LCC MEMBER IN GOOD STANDING**

I have received a copy of the Rules and Regulations for hunting on Lakeland Colony Corporation Property. I fully understand the Rules and Regulations and how they apply to me. I agree to hunt in strict accordance with those Rules and Regulations and to abide by them at all times.

This license may be revoked at any time for the breach of the aforementioned Rules and Regulations.

RELEASE AND INDEMNITY

In consideration for permission to have access to the undeveloped property of Lakeland Colony for the purpose of recreational enjoyment, I hereby do:

- (a) forever discharge and release LCC its agents, shareholders, assigns, and agents from all liabilities stemming from my use of LCC's property for the purpose of hunting thereupon;
- (b) acknowledge that hunting carries with it certain risks, I fully assume those risks; and
- (c) forever indemnify LLC, its officers, directors, Members, shareholders and agents, and hold each and all of them harmless, from all actions, causes of action, claims, judgments, and any liabilities, including injuries, death, losses, and/or property damage, stemming from my use of LCC's property.

I am bound by this Release, as is anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as the heirs to or executor of your estate.

Dated:

Name:

Address:

Phone:

Director, Lakeland Colony Corporation.

Member of who you are a Guest:

Name:

LCC Address:

Phone:

EXHIBIT C

**Lakeland Colony Corporation
Member/Tenant Informational Form
(required for any rented or leased LCC property)**

Lakeland Colony Member's Name: _____

Property (address) to be rented/leased: _____

Rental/Lease dates: _____ to _____ Year: _____

* * * * *

LCC Member's contact information:

Primary Address: _____

Cell Phone #: _____ Email address: _____

* * * * *

Tenant's contact information:

Name(s) of Tenant: _____ # in family: _____

Cell Phone #: _____ Email address: _____

* * * * *

On-line or Rental Agency's contact information:

Name of On-line service/Agency: _____

Agent's Name: _____ Cell Phone #: _____

* * * * *

LCC Member has provided Tenant with the LCC's Rules & Regulations and Tenant has agreed to abide by them. YES NO (Circle one)

PRIOR TO RENTING OR LEASING,
send the Lakeland Colony Secretary (at lakelandcolonysecretary@gmail.com) the following:

1. A completed & signed rental/lease agreement
2. A completed Member/Tenant Informational Form

EXHIBIT D

**REVOCABLE DERIVATIVE LICENSE AGREEMENT FOR COMMON AREA BOAT
SLIP**

Boat Dock, Swim Dock or Float Lot No.:

Slip No.:

Member's Lot No.:

This Revocable License Agreement ("License") is entered into as of this ____ day of _____, 20__, ("Effective Date"), by and between **LAKELAND COLONY CORPORATION** ("Lakeland" or "Licensor"), _____, ("Licensee") Member(s) of the property located at _____

WITNESSETH:

WHEREAS, Licensor is the Member of that certain real property know as _____ + County Control #, on the tax map of Paupack Township, County of Wayne, State of Pennsylvania, more commonly known as South Shore Drive West Community Dock, Lakeland Colony (the "Property") and is the licensee of a limited license (the "Brookfield License") from Brookfield, or any of its current, former and future subsidiaries, affiliates, related entities, which permits Lakeland to install and maintain removable, floating boat/swim docks in the configuration and use as set forth in the Brookfield Renewable License. The Brookfield license is annexed hereto as **Exhibit 1** and the terms and conditions thereof are hereby incorporated and made part of this License.

WHEREAS, Brookfield Renewable, or any of its current, former and future subsidiaries, affiliates, related entities, has adopted and may amend various Rules and Regulations for the use of the shoreline of Lake Wallenpaupack and those Rules and Regulations, sometimes referred to as "Brookfield Renewable's Public Lake Use and Shoreline Use Permitting Policy" is hereby incorporated and made part of this License.

WHEREAS, The Lakeland Rules and Regulations entitled "Waterfront Common Area and Common Area Dock Rules and Regulations" and contained as Section 110 of the Rules and Regulations are hereby incorporated and made part of this License.

NOW, THEREFORE, for and in consideration of the License, and for good and valuable consideration, the receipt of which are hereby acknowledged, the parties agree as follows:

1. **Recitals**, the recitals set forth above are true and correct and are hereby incorporated into this License as if set forth at length herein.

2. **License**, Licensors grants to Licensee, subject to the conditions and covenants of this License, a revocable license ("License") for the purposes of constructing, repairing, maintaining, and using the Mooring, as hereinafter defined, together with necessary rights of ingress and egress over Property. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens, and claims of title which may affect Property. The word "grant" shall not be construed as a covenant against the existence of any of these.
3. **Brookfield Renewable Licensure**, Pursuant to the Brookfield Renewable License a total of ___ boat/watercraft slips, moorings, berths or tie-ups are permitted on the subject dock and in the configuration set forth on the dock diagram/slip assignment listing attached hereto on **Exhibit 2**.
4. **Member's Interest**, In accordance with Lakeland's By-Laws and Rules and Regulations, Licensee is entitled to maintain an Membership interest in and have access to the subject dock and therefore desires to obtain a license from Lakeland to enter upon Property for the purposes of constructing/installing and/or maintaining a boat/watercraft slip, mooring, berth or tie-up (the "Mooring") in the compliance with the Brookfield Renewable License and the Lakeland Rules and Regulations subject to the Licensee's good standing in Lakeland, the Rules and Regulations and the Brookfield Renewable License.
5. **Maintenance**, Licensee, is willing to assume maintenance and repair of the Mooring and their proportionate share of any applicable licensure fees and fees and costs associated with the put-in, take-out and/or maintenance of the Boat Dock of which the Mooring is a part.
6. **Term of License**, The term of this License shall commence upon the date of this Agreement and shall continue so long as the Licensee is a shareholder/Member of Lakeland, subject to the Rules and Regulations, the Brookfield Renewable License and the future granting of Brookfield Renewable licenses for the Property.
7. **Default**, If Licensee defaults with respect to any obligation, covenant or condition of this License and fails to correct the default within the time afforded by the Rules and Regulation, Licensors may terminate this License in accordance with the Rules and Regulations.
8. **Assumption of Risk**, Licensee shall assume all risk of damage to the Slip and appurtenances and to any other property of Licensee, or any property under the control or custody of Licensee while upon or near Property of Licensors incident to the construction or maintenance of the Mooring; provided, however, such assumption by Licensee shall not include any damage caused by the active negligence and/or willful misconduct of Licensors, its agents or employees. Licensee releases Licensors from any liability, including

claims for damages or extra compensation, arising from construction delays due to Licensor's transportation operations

9. **Notices** All notices required or permitted to be given under this License shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either Licensor or Licensee may, from time to time, respectively, designate in a written notice given to the other.
 - a. To Licensee:
 - b. To Licensor:
10. **No Waiver.** No waiver of any default or breach of any covenant of this License by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term, or condition by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.
11. **Severability.** Each provision of this License is intended to be severable. If any term of provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this License and shall not affect the validity of the remainder of this License.

IN WITNESS WHEREOF, the parties have executed this License as of the Effective Date by their duly authorized representatives.

LAKELAND COLONY CORPORATION

By: _____

Date:

President

LICENSEE
