

Lakeland Colony Corporation
1422 Lakeland Drive
Lake Ariel, Pennsylvania 18436

These Rules and Regulations of the Lakeland Colony Corporation were adopted on July 12, 2003, by the President and members of the Board of Directors of the Lakeland Colony Corporation and amended on June 17, 2017 by way of motion of the Board of Directors.

ARTICLE I, Adoption of Rules and Regulations of the Lakeland Colony Corporation by the President and officers of the Board of Directors.

Be it ordained and enacted by the President and members of the Board of Directors of the Lakeland Colony Corporation as follows:

§ 1-1. ADOPTION OF RULES AND REGULATIONS

In accordance with the by-laws of the Lakeland Colony Corporation, the rules and regulations of the Lakeland Colony Corporation, as revised and consolidated into articles and sections, are hereby approved, adopted, ordained and enacted as the “Rules and Regulations of the Lakeland Colony Corporation,” hereinafter known and referred to as the “Rules and Regulations.”

§ 1-2 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.

§ 1-3 WHEN EFFECTIVE

These Rules and Regulations shall take effect immediately upon adoption.

§ 1-4 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. LCC Rules and Regulations.

RULES AND REGULATIONS OF THE LAKELAND COLONY CORPORATION

As amended on June 17, 2017

§ 101: GENERAL PROVISIONS

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. It is the intention, by limiting the use, that the community will be safe from dangerous or unsafe activities or activities which will cause a burden on the residents of the community.

Raising of poultry and/or livestock shall not be permitted.

Owners 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 your and other's 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.

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

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 owners thereof. All property owners 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 back acreage and 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

§ 102 CONSTRUCTION

§ 102-1: Refer to LCC Building Code

§ 103: CONSTRUCTION AND ENFORCEMENT

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. All fines are due and payable to Lakeland Colony Corporation within thirty [30] days of levying such fines. Fines not paid within this time period shall be deemed uncollected, and may result in legal recourse being sought by the Treasurer, at his discretion. 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.

No Soliciting shall be permitted within the boundaries Of Lakeland Colony without the express permission of the Board of Directors.

§ 104: VEHICULAR

The speed limit on 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. The speed limit on 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.

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. LCC Rules and Regulations

§ 105: OPERATION AND USE OF OFF HIGHWAY VEHICLES

§ 105-1 DEFINITIONS: The following definitions apply to this section of LCC Rules and Regulations

- a. Off-Highway Vehicle [OHV]: Any vehicle that can be categorized under the definitions for All Terrain Vehicle, Dirt Bike, or Snowmobile found herein.
- b. All Terrain Vehicle ATV: Any Motorized vehicle with three [3] or more low pressure tires [ten pounds per square inch or less], a total weight of eight hundred [800] pounds or less and a width of fifty [50] inches or less.
- c. Dirt Bike: Any motorized two wheeled vehicle designed with primary use off road.
- d. Off Road: Any unimproved section of Lakeland Colony Corporation property.
- e. Road or Thoroughfare: The entire width between the boundary lines of every way maintained by Lakeland Colony Corporation for the purpose of vehicular travel.
- f. 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.
- g. Snowmobile: Any motorized vehicle with at least one [1] ski and one [1] track with its primary purpose being transportation over snow.
- h. Motor Vehicle: Any vehicle such as a car, truck or motorcycle that is registered with a state.
- i. Golf Cart: Any mean of conveyance consisting of three or more tires, powered by an electric motor or gasoline engine, with its original design purpose being use on a golf course as a means of conveyance.
- j. Renter: A person who rents or leases property in Lakeland Colony Corporation from a Lakeland Colony Corporate homeowner.
- k. 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.
- l. Recreational Use: The use of an OHV for sport, fun or frolic or to traverse undeveloped areas of the community property.
- m. LCC: Lakeland Colony Corporation

§ 105-2 PURPOSE AND APPLICATION:

The purpose of this section is to regulate the use of OHVs on all LCC property and to insure that the residents of the LCC shall be safe and secure from those who use OHV's and shall also protect the property of the residents and the LCC from damage from the use of OHV's.

- a. 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.
- b. This section does not apply to the use of any vehicle not listed in 105-3(c) herein below.

§ 105-3 REQUIREMENTS FOR THE USE ON LCC PROPERTY:

- a. One OHV may be operated pursuant to those Rules and Regulations for each 20 shares of LCC corporate property owned inclusive of property owners and guests.
- b. All OHVs that are used on LCC property are to be identified with LCC and must display LCC identification in the form of a mounted flag. The mounted flag may be obtained from the Board Member appointed to distribute them.
- c. No person [Guest] who is not a LCC member in good standing shall enter LCC property and

operate an OHV on said property without first signing and filing a Limited License and Release agreement with the appropriate person or agent of LCC. The Limited License and release form is attached hereto as *Exhibit A* and is available from the LCC Secretary.

- d. No Guest shall enter LCC property on an OHV without a mounted identification flag 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. RENTERS do not have authorization to use LCC property for the operation of OHVs.
- g. No Guest of a LCC member shall be permitted to use LCC property for the operation of an OHV without the LCC member being present in the community.

§ 105-4 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 of the LCC community and the enjoyment of their property.
- b. OHVs may be operated year-round on LCC property, subject to the time limits set forth below.
- c. When using LCC thoroughfares, OHV operators are to obey all posted speed limits. When no speed is posted, OHVs are not to exceed fifteen [15] miles per hour.
- d. When the OHV is in use, all operators are required to wear helmets designed for such purpose.
- e. OHVs operators should restrict the operation of OHVs to off road use. OHVs shall avoid the use of all paved LCC roads. If the use of a road is necessary, the OHV operator must make best efforts to use the roads for the shortest possible distance.
- f. 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.
- g. OHVs shall always give way to all other vehicles using LCC roadways, including, but not limited to motor vehicles, bicycles and golf carts.
- h. OHVs shall give way to all pedestrians utilizing LCC property, be it on road or off road.
- i. All ATV operators must be aware, obey and follow all the State of Pennsylvania Laws and Regulations regarding the use and operation of OHVs.
- j. 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.

§ 105-5 PROHIBITED USES

- a. OHVs may operate at any time on LCC property from November first to April thirtieth.
- b. OHVs may only be operated between the hours of ten (10) am and six (6) pm from May first through October thirty-first,

- c. Restriction on the operation of OHVs within one-thousand (1000) feet of residential structures:
 - 1. No person shall use or operate an OHV within one-thousand (1000) feet of any residential structure for a recreational use. A person may be permitted to operate an OHV for the purposes 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.
- e. OHV's without a mounted LCC issued identification flag may not be used at any time
- f. The Board of Directors has the authority to open and close portions of LCC property to OHV use by resolution. The decision of the board members must be sound in reason.

§ 105-6 CREATION OF AN OHV COMMITTEE:

- a. The board of Directors shall create and appoint members to a committee designed to advise the Board on OHV use. The members of this committee shall be taken from members of LCC who are in good standing.

§ 106: GOLF CART USE

§ 106-1 DEFINITIONS

- a. Golf Cart: Any mean of conveyance consisting of three or more tires, powered by an electric motor or gasoline engine, with its original design purpose being use on a golf course as a means of conveyance.

§ 106-2 USE

- 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 PM..
- d. If a Golf Cart is not being used for transportation purposes not needed for transportation should only be used during regular OHV hours of 10AM to 6PM 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.

§ 107: 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 residents and guests 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 shareholder and guests shall register with the Board member appointed to

manage corporate property. Guest must register each year. All hunting activities must comply with the game laws of the State of Pennsylvania at all times.

- 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 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 appropriate person or agent of the corporation. A form of the agreement is attached to these Rules and Regulations as *Exhibit B*.
- e. 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.
- f. 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.

§ 108: 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 LCC 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 Secretary will issue a new certificate. New LCC Property Owners must be LCC shareholders to be members in good standing. Questions concerning this matter should be directed to the LCC 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 owner's control at all times and NOT left to run free. For health and neighborhood relations please 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.

109.1.2 Purpose

In the interest of ensuring that:

- 1) owners and their tenants are familiar with and are in compliance with all LCC Rules and Regulations;
- 2) LCC has adequate information with which to communicate with owners and their tenants about LCC Issues;
- 3) to provide security for the community by obtaining information on all rental arrangements; and,
- 4) to enhance the ability to communicate regarding occupants/tenants compliance with the provisions of the LCC Rules and Regulations.

109.1.3 Applicability

All owners who rent their home, for any period of time are subject to these Rules, including rentals, lease-purchase agreements, and/or lease-option agreements.

109.1.4 Disclosure of LCC Rules to Tenants

At or before the time a rental or lease agreement is signed between owner and a tenant or tenants, owner or owner's agent will provide copies of the **Governing Documents** (Rental Rules at §109.1.5 below, and LCC Rules and Regulations and any amendments thereto), to the tenant requiring the tenant to acknowledge that the tenant has received and read them, as set forth in §109.1.6 below.

109.1.5 Rental Rules

- 1) Limit on vehicles and parking: Renters 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 may not be parked on setback areas (15 feet from roads and 10 feet from adjacent properties).
- 2) Limit on occupancy: Under no circumstances shall any properties be leased or rented by any entity other than a single family unit.
- 3) Renters are prohibited from use of any of the community owned boat ramps.
- 4) Renters are prohibited from use of any off-road vehicles, including ATV's, golf carts, snowmobiles, or any other motorized vehicle other than a private passenger vehicle.
- 5) Renters are prohibited from possessing or discharging firearms within the Lakeland Colony Development.
- 6) Renters are prohibited from hunting or shooting firearms within the Lakeland Colony Development.

109.1.6 Required Lease Agreement/Provisions

Owners 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, his family members and his guests (hereinafter collectively referred to as "Tenant") providing for the following:

- 1) tenant acknowledges being aware of the **Governing Documents**;
- 2) tenant understands and acknowledges that tenant is fully subject to the **Governing Documents** and must comply with them in all respects; and
- 3) if tenant fails to comply with any provisions of the **Governing Documents**, it will be considered a material breach or default of the lease agreement and be reason for eviction.
- 4) In the event that tenant does not comply with these regulations or the **Governing Documents**, the owner/landlord shall be responsible for all damages caused by tenant together with a fine in the amount of \$600.00 for each violation of the **Governing Documents**.

109.1.7 Disclosure by Property Owner

After any lease agreement is signed, owner or owner's property managing agent will provide to the Board Secretary a completed and execute copy of the written lease agreement between owner and tenant. The lease agreement will include:

- 1) owner's correct residence address and home telephone number;
- 2) the name, address, telephone number and point of contact for Rental Agent, if applicable; and
- 3) name and contact information for the tenant(s) signing the lease agreement, as well as e-mail address and wireless telephone number for the tenant(s).
- 4) The term of the lease.
- 5) A description of the property being rented.

109.1.8 Indemnification

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, owners, 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 LCC Rules and Regulations responsible for all costs, including reasonable attorney fees, incurred in defending any action, cause of action, claim or judgment arising therefrom.

109.1.9 Effective Date of This Rule

The provisions of this Rule shall immediately become effective for all owners on July 1, 2011, including renewals of any existing tenancies that become effective on or after this date.

§ 110: Waterfront Common Area and Common Area Dock Rules and Regulations

110-1 Short Title

This section may be cited as the "Common Area Dock Rules and Regulations"

110-2 Definitions

- a. Board of Directors: Shareholders of Lakeland Colony Corporation that have been duly elected to the several directors' positions as described in the Corporate By-Laws.
- b. LCC: Lakeland Colony Corporation
- c. Corporate: Referring to Lakeland Colony Corporation and/or its assets
- d. 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 Wallenpaupck Public Use and Shoreline Use Permitting Policy*, July 2015 Ed.
- e. 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.
- f. 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.
- g. 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.
- h. 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.

- i. Member: Any shareholder of LCC
- j. Dock Member: Any property owner 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. 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
- m. Brookfield Renewable Property: Any lakefront property located below the Project Line owned or controlled by Brookfield Renewable.
- n. 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
- o. Shoreline Policy: The *Brookfield Renewable Lake Wallenpaupck Public Use and Shoreline Use Permitting Policy*, as adopted and updated by Brookfield Renewable.
- p. Brookfield Renewable Licenses: Those revocable licenses issued to the Corporation by Brookfield Renewable for use of the Brookfield Renewable Licensed Property

110-3 Purpose

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 the Corporation 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.

110-4 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.

110-5 Dock Ownership

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.

110-6 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 in the form attached to these rules and regulations as **Exhibit C**.
- 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.

110-7 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 ownership/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 owners 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 or their guest.
- 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 owner 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. 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.

110-8 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.

110-9 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.

EXHIBIT A

**LIMITED LICENSE AND RELEASE AGREEMENT FOR THE OPERATION OF AN OHV ON LCC
PROPERTY BY A GUEST OF AN LCC HOMEOWNER**

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

In consideration for permission to have access to the undeveloped property of Lakeland Colony for the purpose of recreational enjoyment, I hereby, do 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. I further acknowledge the operation of an OHV carries with it certain risks, I fully assume those risks.

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:

Director, Lakeland Colony Corporation.

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

In consideration for permission to have access to the undeveloped property of Lakeland Colony for the purpose of recreational enjoyment, I hereby, do 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. I further acknowledge that hunting carries with it certain risks, I fully assume those risks.

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:

Director, Lakeland Colony Corporation

Exhibit C

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") owner(s) of the property located at

WITNESSETH:

WHEREAS, Licensor is the owner 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 A** 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**, Licensor 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 B**.
4. **Member's Interest**, In accordance with Lakeland's By-Laws and rules and regulations, Licensee is entitled to maintain an ownership 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, Licensor 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 Licensor 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 Licensor, its agents or employees. Licensee releases Licensor 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
