

6 229

exceed the total of the amount by which taxes on the land covered by the Master Lease exceeds such taxes for 1962, plus the amount by which taxes on the improvements in the area shown in green on Exhibit "A" exceed such taxes for 1962, divided by the number of improved cabin sites on said anniversary date.

3. Lessee understands that the level of Swift Creek Reservoir may fluctuate from time to time and lessee agrees that lessor has no responsibility whatsoever to lessee or other persons with regard to the level of the lake.

4. The premises shall be used only as a cabin site, and shall be maintained in a clean and sanitary condition. All cabins or other structures constructed or erected on the site must have a pleasing rustic appearance and be constructed and located on the site, and altered, modified and improved, according to plans approved in writing by lessor prior to commencement of any construction, alteration, modification or improvement. Lessee will keep the premises free and clear from all liens for labor and materials and supplies on account of work performed on the premises by the lessee, his agents, employees, contractors or any other parties, and agrees to indemnify and save harmless the lessor from any loss, cost, suit or expense resulting from the filing of any such lien against the premises. Lessee covenants to complete construction of a cabin upon the leased site within twelve (12) months from date hereof.

5. Without limiting the generality of paragraph 4, all structures shall be set back on the cabin site as follows:

- a. Not less than twenty (20) feet from the north and west perimeter boundaries of the development area;
- b. Not less than ten (10) feet from each cabin site side line and rear line, which are not on the north or west perimeter boundary of the development area;
- c. Not less than thirty (30) feet from the cabin site front line. Any line abutting on a road or lane shall be deemed a front line.

6. The lessee will not cut or remove any timber, shrubs, or other vegetation from or on the premises, except for cabin location and driveway, and in any event without the prior permission in writing from the lessor, and will take all proper, and necessary steps to protect the premises from unauthorized occupancy, trespass and damage by fire and assumes all responsibility for the spread of fire in or from the premises and for all damage to property on the land and adjoining land, including the timber thereof and on adjoining lands. Lessee will not make any plantings except in the area immediately adjacent to any cabin placed on the site.

7. No improvements shall be constructed or placed upon any area covered by the Master Lease without lessor's prior written consent. The lessee will pay all taxes and assessments that may become chargeable against the improvements placed upon the cabin site, commencing with the taxes and assessments first becoming due and payable after the date hereof.

8. Lessor has no obligation to furnish to lessee any services or facilities, such as, but not limited to, water, sanitary, garbage, road maintenance, electricity, fire protection, and community beach and dock. This lease is intended to be a bare-land lease. Lessor does not attest to the suitability of any water found on or off the cabin site for domestic use. If lessee desires to develop lessee's own water supply, it