

Pocono Mountain Lake Forest  
Community Association Inc.

**RESTRICTIVE COVENANTS**  
and  
**SCHEDULE A**  
for  
**SECTIONS 1 and 2**

## Restrictive Covenants and Schedule A for Sections 1 and 2

### DECLARATION of RESTRICTIVE COVENANTS Sections 1 & 2

#### Imposed Upon

**ALL THAT CERTAIN**, piece, parcel and tract of land situated in Delaware Township, Pike County, Pennsylvania, as more particularly described in a certain deed from **Eckman Lumber Company to Pocono Mountain Lake Forest Corporation**, dated the 12th day of May, 1972, and recorded in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania, in Deed Book Volume 266, at page 56. The same being incorporated herein by reference as if the same were fully set fourth.

**KNOW ALL MEN BY THESE PRESENTS**, that Pocono Mountain Lake Forest Corporation, a Pennsylvania Corporation (hereinafter referred to as "Developer") with its principal offices at 560 Sylvan Avenue, Englewood Cliffs, New Jersey, wherein it is duly authorized to transact business at Delaware Township, Pike County, Pennsylvania, being the owner of the real property herein above referred to, and other contiguous lands, desires to create thereon a desirable residential-recreational community with permanent facilities for the common private use and enjoyment of owners of home sites platted and to be platted to form such community and to assure the preservation of property values and amenities therein and the proper maintenance thereof, does hereby impress upon the said land herein above referred to each of the property reservations, covenants, conditions, easements, and restrictions hereinafter enumerated and set forth (and hereinafter collectively referred to as "Covenants"), which shall run with the following described land to be and remain in force and effect thereon:

#### SCHEDULE "A"

In this schedule A the following words shall have the following meanings:

**"Seller"** means the Grantor in and as defined in the deed of which this schedule is a part (including the successors and assigns of the Seller);

**"Purchaser"** means the Grantee in and as defined in the deed of which this Schedule A is a part (including the heirs, executors, administrators, successors and assigns of the Purchaser); and

**"lot"** means the premises referred to in the annexed document, and if used for the erection of more than one private dwelling house, shall, where the context so requires, mean that portion of the premises upon which the erection of one private dwelling is permitted by these restrictions.

## **Restrictive Covenants and Schedule A for Sections 1 and 2**

- 1.** The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single family dwelling, not to exceed one and one half stories in height, and a private garage for not more than two cars.
- 2.** No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 10 feet to any side yard line, or nearer than 25 feet to any rear lot line.
- 3.** Easements for installations and maintenance of utilities and drainage facilities are reserved over the front ten feet of each lot and side and rear 5 feet of each lot.
- 4.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporally or permanently.
- 5.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred or maintained for any commercial purpose.
- 6.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No motor vehicle or any substantial part of one shall be kept on the lot unless then currently licensed for operation on public highways.
- 7.** No individual water supply system shall be permitted on any lot or building site.
- 8.** No individual sewage disposal system shall be permitted on any lot or building site unless such system is designated, located and constructed in accordance with the requirements, standards and recommendation of the state and/or local public health authorities.
- 9.** No building or structure, including water system and sewage disposal system shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to location, elevation, plan and design. The Seller shall approve or disapprove the said location, elevation, plan and design within 15 days after the same have been submitted. Such approval will not be unreasonably withheld and is subject to the requirements, standards and recommendations of the State and/or local public health authorities.
- 10.** No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Seller, which shall not be unreasonably withheld.
- 11.** Purchaser shall not clear the lot of brush or trees or do any burning of any nature whatever except after having first obtained the approval of the Seller, in writing, such approval to specify the time and manner in which such clearing or burning shall be done.

## **Restrictive Covenants and Schedule A for Sections 1 and 2**

**12.** Until dedicated to public use, title to the portion of the lands of the Seller laid down on the maps as streets shall remain in the Seller subject to the right of the Purchaser and others and those claiming under them to use the same for ingress and egress to and from the public roads, and subject to the right of the Seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures, for street lighting, telephones and electric poles, within the inlet roadways. The Seller hereby reserves the right to vest maintenance and control of the said private streets, roadways and rights of way or some of them in Pocono Mountain Lake Forest Community Association which may be formed in the future or in any other group, company or corporation designated by the Seller.

**13.** The Purchaser agrees not to permit signs for advertising purposes be erected or maintained on the premises.

**14.** The Purchaser agrees to join the Pocono Mountain Lake Forest Community Association, if, as and when same is formed, and to maintain such membership and pay; (i) such annual fees and dues as the Association may by its by-laws prescribe. (ii) such assessments as the Association may charge for the repair and maintenance of the streets and roads and (iii) such assessments as the Association may charge for control, maintenance and administration of the beach, trout streams and parks along the same, and other recreational facilities. It is understood and agreed that the Seller being a member of the Association by virtue of the lands owned by the Seller, will not be liable for such annual fees and dues, assessments and charges. The Purchaser hereby agrees to require as a condition precedent to the sale of the premises hereby conveyed that any subsequent Purchaser shall join the aforesaid Association.

**15.** Until such time as grantee joins the Property Owners Association and begins paying its charges and uses, each lot owner shall pay to the Seller the sum of \$90.00 per year for road maintenance, snow removal, etc.

**16.** Anyone making a nuisance of himself or herself, shall, at the discretion of the Seller, be denied the privileges at the recreational facilities for a limited period of time.

**17.** It is covenanted that the Seller shall have the right after giving five days written notice to the Purchaser, to enter upon the premises upon which any structure or nuisances have been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the owner.

**18.** All sewage disposal systems shall be constructed in accordance with recommended standards of public health authorities. Sewage disposal systems will not be installed within 30 feet of any body of water or watercourse, or within 10 feet of any lot line.

**19.** All corner lots shall be subject to a sight easement over a triangle, the legs of which are 30 feet measured along the street right of way lines from their point of intersection.

## Restrictive Covenants and Schedule A for Sections 1 and 2

20. Upon completion of the central water system to be installed in the subdivision, Purchaser agrees that when service is made available to his lot he will pay an availability charge of \$3.00 per month. When homeowner ties into the system, there will be a fee, a one-time only charge of \$500.00. After tying into the system, the monthly fee will be \$7.00. The charges herein are subject to the regulatory jurisdiction of the Pennsylvania Public Utility Commission as to rates and tariffs.

21. Failure to promptly enforce any of these foregoing restrictions, conditions or covenants shall not be deemed a waiver of the right to do so thereafter as to any continuing subsequent or other violation.

22. This Schedule A shall bind the Seller, its successors and assigns, and shall bind the Purchaser, and the heirs, executors, administrators, successors and assigns of Purchaser.

## **Restrictive Covenants and Schedule A for Sections 1 and 2**

**POCONO MOUNTAIN LAKE FOREST CORPORATION** does hereby declare that a declaration of restrictive covenants heretofore recorded in the Pike County Recorders Office on June 15, 1972 in Deed Book Volume 272 at page 37 & C is hereby declared null and void and of no effect.

**IN WITNESS WHEREOF**, the said corporation has caused their presents to be executed and its common or corporate seal hereto affixed, this 26 day of June, 1972.

**POCONO MOUNTAIN LAKE FOREST CORPORATION**

John J Fiume  
President

Steven A Fiume  
Secretary

### **STATE OF NEW JERSEY COUNTY OF BERGEN**

On this, the 26 day of June, 1972, before me, a Notary Public in and for said County and State, the undersigned officer, personally appeared John J. Fiume, who acknowledged himself to be the President of Pocono Mountain Lake Forest Corporation, a corporation and that he as such President, being authorized to do so, executed the forgoing Memorandum for the purposes therein contained, and desired the same to be recorded, by signing the name of the corporation, by himself as such President.

In Witness whereof. I have hereunto set my hand and official seal.

Jane O'Brien  
Notary Public