

# Restrictive Covenants

## For

# Pocono Mountain Lake Estates

### Section Five

The following restrictive covenants are contained in an instrument recorded in the office of the Clerk of the County of Pike on March 15, 1972. They shall be perpetual unless otherwise specified and apply to the entire subdivision.

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 50 feet to the front line, or nearer than 20 feet to any side street line, or nearer than 15 feet to any interior lot line. Exception may be made at the discretion of seller.
3. Easements for installations and maintenance of utility and drainage facilities are reserved over the front 10 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 temporarily 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 purposes.
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 unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.
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 recommendations of the State and/or local public health authorities.
9. No building or structure, including water system and sewage disposal system shall be erected on 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.
12. Until dedicated to public use, title to the portion of the lands of the seller laid down on 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 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 lines of such roadways. The seller hereby reserves the right to vest maintenance and control of the said private streets, roadways and right of way or some of them in the Pocono Mountain Lake Estates, Section V Community Associations 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 Estates Community Association and to maintain such membership and pay (i) such annual fees or 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 or 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. The restrictions as herein provided shall apply only to the premises hereby conveyed and may be changed by the seller when desired by it or its successors, said restrictions being imposed for the benefit of the remaining lands of the seller and lands which may be hereafter acquired.
16. Anyone making a nuisance of himself or herself, shall be, at the discretion of the seller, denied the privileges at the recreational facilities for a limited period of time.
17. The purchaser is hereby granted the privilege of boating, bathing, fishing and ice skating in the Lake of the seller. None of the foregoing activities are to be engaged in for and commercial purpose whatsoever.
18. Only boats, canoes or water crafts propelled by either oars or paddles shall be permitted upon the water of said lake. No motor boats, outboard motors or kickers of any description shall be permitted on the waters of said Lake.
19. 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 structures or nuisances have been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the owner.
20. Failure to promptly enforce any of the 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.