

Restrictive Covenants

For

Pocono Mountain Lake Estates

Section Six

The following restrictive covenants are contained in an instrument recorded in the office of the Clerk of the County of Pike on April 13, 1973. 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 40 feet to the front lot line, or nearer than 15 feet to any side yard line, or nearer than 30 feet to any combined side yard, or nearer than 25 feet to any rear lot line.
3. Easements for installations and maintenance of utilities are reserved for a distance of five feet either side of the individual lot side and for drainage facilities over the ten feet along all lot lines.
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 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.
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 Five and Six 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 any signs to be erected or maintained on the premises, for advertising purposes.
14. The Purchaser agrees to join the Pocono Mountain Lake Estates, Section Five and Six Community Association if as and when same is formed 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 recreational facilities, if any. 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. Until such time as grantee joins the property owners association and begins paying its charges and dues, 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 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.
18. All sewage damage disposal systems shall be constructed in accordance with recommended standards of the public health authorities. Sewage disposal systems will not be installed within 30 feet of any body of water or water course, 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.
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.
21. These restrictive covenants shall bind the Seller, its successors and assigns, and shall bind the Purchaser, and the heirs, executors, administrators, successors and assigns of Purchaser.