

Restrictive Covenants

For

Pocono Mountain Lake Estates

SECTION SEVEN

The following restrictive covenants are contained in an instrument recorded in the office of the Clerk of The County of Pike on May 29, 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 120 feet to the front 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, with the exceptions of the following lots: 3 and 4, Lots 10 thru 22, Lots 40 thru 44, Lots 50 thru 52, lots 54 thru 61. The following restrictions apply to these lots. No building shall be located on any side yard line or nearer than 30 feet to any combined side yard or nearer than 50 feet to any rear lot line.

Lots 62 thru 81 which lay within Lehman Township shall have the following restrictions. No building shall be located on any lot nearer than 120 feet to the front line, or nearer than 50 feet to any side or rear line.

3. Easements for installations and maintenance of utilities for a distance of five feet either side of the individual lot side and drainage facilities are reserved over the front 10 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 or some of them in the Pocono Mountain Lake Estates, Section Five and Six Community Associations 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 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 be, 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 disposal systems shall be constructed in accordance with recommended standards of the public health authorities.