

COVENANTS & RESTRICTIONS

This deed is subject to following restrictive covenants, easements, reservations, charges and conditions which are part of a general development scheme of the land and shall run with and bind the land conveyed hereunder, subject to the right of the owner of the tract of which said premises are a part, to waive any of the following restrictions for any plot or group of lots when in the opinion of the owner such waiver may be desirable or necessary.

1. ALL lots and parcels of land in the subdivision known as POCONO FOREST DEVELOPMENTS, INC., Monroe County, Pennsylvania, shall be reserved and used for family residential purposes exclusively, excepting those specifically designated by the Grantor as business or commercial property.

2. Said premises, in addition to the restrictions and conditions herein contained, are to be conveyed subject to all rules, regulations and ordinances and zoning regulations of the Township of Coolbaugh, where the same apply, if any, relative to the construction and erection of structures on the property.

3. It is covenanted that POCONO FOREST DEVELOPMENTS, INC. shall have the right, after giving five (5) days written notice to the lot owner to enter upon any lot or lots upon which any structure or nuisance has 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.

4. No part or portion of said premises shall be used or occupied by any person or persons unless such person or persons shall first be approved for membership in the POCONO FOREST SPORTSMAN CLUB and shall continue his membership in good standing by payment of all club dues and obligations.

5. No lot shall be used as a dumping ground for refuse. All trash or other waste shall be kept in approved sanitary containers and such containers shall not be placed more than three feet from the dwelling.

6. Failure to promptly enforce any of the above restrictions or covenants shall not be deemed a waiver of the right to do so thereafter and the invalidation of any of the covenants or restrictions by judgment of any competent Court shall in no wise affect any of the provisions which shall remain in full force and effect.

7. No unsightly, unattractive, dilapidated buildings, structures, trailers, campers, tents, fences, pens or objects will be permitted on the said premises. POCONO FOREST DEVELOPMENTS, INC. or its designee must approve the design and plans of any structure prior to its erection, and pass on the appearance of any tent, trailer, camper, structure or cabin. All structures under construction must be completed within 120 days from time construction is started.

7a. All buildings and trailers in the section known as "Lehigh River Estates" must conform to the following restrictions: No tent, camper or travel trailer will be allowed in this area without the written approval of Pocono Forest Developments, Inc. Each building will have a minimum floor area of 300 square feet exclusive of porches, stoops, open and closed carports, patios or garages. All trailers must not be over four years old when placed on the lots and must be at least ten feet wide and have a minimum area of 350 sq. ft.

7b. All buildings, trailers, campers and tents in the sections known as "Big Tree Campsites" and "Pocono Gardens" must conform to the following restrictions: Each building will have a minimum floor area of 150 square feet exclusive of porches, stoops, open and closed carports, patios or garages. All trailers and campers must be 1960 or later models and present a neat appearance. No home-made trailers for campers are allowed. No trucks, truck trailers or buses are allowed.

8. All house trailers, cabins and other structures for continuous use shall have complete sanitary facilities and each lot designated for said sanitary facilities must be 10,000 square feet or larger, and such sanitary facilities in all respects must conform to the Pennsylvania State Board of Health Requirements for Wells and Septic Tanks. Campsites for temporary use for overnight or weekend camping may be equipped with self-contained septic tanks or approved chemical toilets and said self-contained septic tanks or chemical toilets will be emptied only in the designated areas constructed for this purpose.

9. The Grantor, for itself, its successors and assigns, hereby reserve without further assent or permit from the Grantee, his, her, their or its successor in title, unto itself, or to grant to any public utility company, municipality or water company an easement or a right of way granting the right to erect and lay or cause or permit to be erected, laid, maintained, removed or repaired in all roads, streets, avenues, ways on which land to be conveyed abuts, and also on a ten foot strip of land located in the rear or front of the lots to be conveyed hereunder, electric light, telephone and telegraph poles and wires, water, sewer, gas pipes and conduits, catch basins, surface drains and such other customary or usual appurtenances as may from time to time in the opinion of the Grantor, its successors or assigns or any utility company or municipality be deemed necessary or advisable in connection with the beneficial use of the lots shown on a plan of the land to be conveyed hereunder, and all claims for damages, if any, by the construction, maintenance and repair thereof, or on account of temporary or other inconveniences caused thereby against the Grantor or any utility company or municipality, or any of its agents or servants, is hereby waived by the Grantee. The Grantor does further reserve the right to change, lay out, new, or discontinue any street, avenue, or way shown on the plan of development not necessary for ingress or egress to and from the premises to be conveyed hereunder. No dedication of public use of roads, streets, avenues, ways or beaches is intended to be made by the conveyance hereunder.

10. No trailer, cabin, tent or other structure shall be erected on any lot within twenty feet of the front line of said lot, nor within fifteen feet from the side or back line of any adjoining owner or street.

11. No animals or birds other than household pets shall be kept on any lot.

12. Each owner and/or owners included in this agreement shall be subject to an annual lien and charge of \$20.00 for the first year and \$15.00 for each year thereafter, the first payment to be made on the initial purchase of the property and annually thereafter before March 1 of each year to Pocono Forest Sportsman Club or its designee for the maintenance of roads, trails, the water system, recreation areas, rest rooms, and to the purchase of recreation equipment, which shall be available for use by each lot owner and his family, his heirs, executors and assigns, and other facilities whether the same are used or not, title to all of which said facilities is expressly retained by the Grantor. Grantee, his, her, or their heirs, successors, executors, administrators, and assigns, further agree that the use of said facilities is subject to approval of the user for membership in Pocono Forest Sportsman Club as herein provided, and to compliance with the rules and regulations as from time to time may be promulgated by Grantor, its successors and assigns, it being understood that the charge for the said facilities in addition to constituting a lien against each included in this agreement, shall constitute a debt which may be collected by Grantor or its designee and for the said amount of such lien, Grantee hereby confesses judgment for the said sum which shall be due and owing, including attorney's fee of fifteen per cent. Grantee waiving execution and exemption, stay of execution and authorizes any attorney of any Court or record to enter this said agreement as a judgment for the said sum.

13. No lots in the Lehigh River Estates or Big Tree Campsites are to be subdivided and only one tent, trailer, camper, cabin or dwelling will be allowed per lot. Tracts of land in Pocono Gardens will not be subdivided less than 5 lots or 10,000 square feet and only one trailer, camper, cabin or dwelling will be allowed on each 10,000 square foot tract. One tent will be allowed per each tract consisting of no less than three lots or 6000 square feet.

14. No firearms may be discharged within the boundaries of land consisting of Pocono Gardens and Pocono Forest Developments, Inc.