

POCONO SPRINGS CIVIC ASSOCIATION COVENANTS

The above described premises are sold and conveyed by the above named grantor and purchased and accepted by the above grantee as evidenced by the payment of said consideration and acceptance of the Deed as lot and may not be sub-divided in less than single lots, and upon, under subject to the following express covenants and conditions and restrictions, which shall run with the land:

1. The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, places or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars.
2. No dwelling shall be erected or placed on any building site having an average width of less than 75 feet. 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 street line, or nearer than 15 feet to an interior lot line.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front 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 dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
6. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No open fires shall be started without a written permit from the Seller.
7. No individual water supply or sewage disposal 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 or local public health authorities.
8. No building or structure 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. Plans, drawn to scale, must be submitted in DUPLICATE for approval. They should show dimensions of lot; lot and section number; location of buildings with respect to lot lines; location of well and septic tank on lot and their locations with respect to wells and septic tanks on adjoining lots, if any. State Board of Health requirements and suggestions are to be followed in these matters. The Seller shall approve or disapprove the said location; elevation plan and design within 15 days after the same have been submitted.
9. All lots through which a pipe line right of way now passes, or may pass, or whose boundaries are, or may be, within forty feet of the boundaries of such right of way are sold and conveyed under and subject to all easements and rights of way for pipe line or pipe lines as granted by prior owners in Chain of Title.
10. No purchaser shall clear his lot of brush, trees or anything of an inflammable nature except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing shall be made. No fires are to be started on any lot without a written permit therefor. No fires are to be started in the streets at any time. All lots are to be sold "as is", and all expense for clearance and removal of debris, including stumpage, from the premises shall be for the account and risk of the Purchaser.
11. An association of all property owners is to be formed by the Grantor and designated by such name as may be deemed appropriate and when they formed, the buyer covenants and agrees that he, his executors, heirs or assigns, shall be bound by the by-laws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same.
12. The buyer agrees not to sell, rent, lease or to permit the premises hereby conveyed, to be sold, rented or leased excepting to persons first approved for membership in the aforementioned association; nor shall any signs for advertising purposes to be erected or maintained on the premises or on or in any buildings on the premises.

13. The portion of the lands of the Seller laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Seller subject to the right to convey to the association aforementioned with reservation, subject to the right of the Buyer and those claiming under them to use the same for ingress and egress to and from the public roads by the most direct course over the streets shown on said Map, and if and when dedicated for public use shall be made 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. Should any municipal body accept the portion of the lands of the Seller laid down on the map as streets, five feet of the front of said land reserved for easements shall be added to and included in that portion of lands laid out for streets.
14. The restrictions herein provided shall apply only to the premises herein conveyed and Pocono Springs Estates, Inc., reserve the right to modify or change said restrictions as to its remaining lands or such lands as it may hereafter acquire.
15. That any time in the future the Seller, its successors or assigns, shall have the right to purchase said premises if the Purchasers desire to sell. If, at any time, the Purchasers, their heirs and assigns, executors, or administrators, receive a bona fide offer for the premises and the Purchasers, their heirs, executors, or administrators, decide to accept such offer, they shall first give notice to the Seller and Seller shall have the right within (30) days from the receipt of such written notice of purchasing said premises at the price offered by such other party. Should the Seller not exercise such option, the new Purchaser shall be required to sign and be bound by a like agreement. Seller's rights under this paragraph shall terminate on January 1, 1990, unless earlier relinquished.
16. All lake and stream front lots are subject to an easement of way over a ten (10) foot strip of land or path abutting on and parallel to the waters edge for the use in common of the Grantor and their successors, heirs and assigns, which path the Grantee agrees to maintain in good passable condition at all time.

THE FOREGOING restrictions, conditions and covenants shall apply to the grantee, his, her or their heirs and assigns.