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Tax Codes Nos. – N/A

**Amended and Restated Declaration
of Covenants, Restrictions & Easements for Timber Trails
Tobyhanna and Coolbaugh Townships, Monroe County, Pennsylvania,
A Planned Community**

This is an Amended and Restated Declaration for a residential planned community known as Timber Trails located in Pocono Pines, Tobyhanna and Coolbaugh Townships, Monroe County, Pennsylvania ("**Timber Trails**" or the "**Community**") made the 30 day of June, 2011, by

Lake Naomi Club, a Pennsylvania nonprofit corporation with offices located at Route 423, Post Office Box T, Pocono Pines, Pennsylvania 18350-0620 (the "**Declarant**" or the "**Club**") and

Timber Trails Community Association, Inc., a Pennsylvania nonprofit corporation with offices located at Route 423, Post Office Box T, Pocono Pines, Pennsylvania 18350 (the "**Association**").

Background

I. The Club and the Association together own all of the rights in, to and affecting the real property comprising the common area in Timber Trails subdivision (the "**Common Area**").

II. The Common Area and declarant rights were conveyed by deeds from the developers of Timber Trails subdivision and others as grantors to Lake Naomi Club as recorded in the Monroe County, Pennsylvania Recorder of Deeds Office:

- | | | |
|--|------------------|---------------------------------|
| 1. Pocono Pines Corp. | August 13, 1981 | Deed Book 1126 Page 184 etc. |
| 2. Pocono Pines Corp. | November 4, 1988 | Deed Book 1650 Page 1328 etc. |
| 3. Harry J. Schoettle and Pocono Pines Corp. | June 25, 1996 | Record Book 2026 Page 6507 etc. |

III. The Common Area is subject to non-exclusive rights of use vested in all owners of residential lots (inclusively the "**Owners**" of "**Lots**") that are depicted on the recorded subdivision plans for both Lake Naomi subdivision and Timber Trails subdivision. Lake Naomi subdivision is also part of an overall community of which Timber Trails itself is a part. The Common Area is managed and maintained for the benefit of the Owners by the Club and the Association. The use of the Common Area by the Owners is subject to the standards found in the governing documents of the Club and Association.

IV. The Club and the Association are collectively the successors-in-interest to all the declarant rights for the Community.

V. The developers declared the Lots subject to a schedule of fourteen (14) protective covenants and restrictions (the "**Deed Covenants**"), which by their own terms are intended to run with the land.

VI. In order to provide for continuity of development and operation of Timber Trails, the Club and

the Association, based on a diligent review of alternatives, intend to continue to operate the Community by the Club and by the Association, and to establish an amended declaration of protective covenants, restrictions and easements for that purpose as set forth below in this document (the "**Declaration**"). The Declaration is substantively the same as the prior Deed Covenants except for the deletion of the original paragraph 13. The intent of the Club and the Association is to declare this Declaration and any amendment to be binding in perpetuity on all Lots in the Community, unless terminated by action of the Owners in accordance with the *Pennsylvania Uniform Planned Community Act*, 68 Pa. C.S.A. § 5101 et seq.

VIII. The Owners of Lots in Timber Trails, for themselves and their respective heirs, successors and assigns, intend to bind all Lots in the Community legally under the terms of this Declaration based on written consents of the Owners holding title to at least two-thirds of the Lots in the Community, thereby amending the Deed Covenants (as permitted under Sections 5102(d) and 5219 of the Pennsylvania Uniform Planned Community Act).

IX. The Club and the Association intend by this Declaration to continue to impose upon Timber Trails mutually beneficial restrictions under an uninterrupted general plan of development for the benefit of all Owners of real property within Timber Trails.

X. The Club and the Association desire to provide flexible and reasonable procedures for the continuing development and operation of Timber Trails and to confirm the method for administration, maintenance, preservation, use and enjoyment of property in Timber Trails.

Declaration

The Club and the Association declare that, effective on the date this document is recorded, all Lots in Timber Trails are made subject to the easements, restrictions, covenants and conditions stated in this Declaration. This Declaration is intended to protect the value and desirability of the Lots and Common Area, and shall benefit all Owners and the Association. This Declaration shall run with the land, meaning it is attached legally to the Lots even with changes of ownership; it shall also bind all parties having any right, title or interest in the Lots, and their respective heirs, successors, successors-in-title, and assigns. This Declaration is binding on Timber Trails, a portion of a planned community within the meaning of the *Pennsylvania Uniform Planned Community Act*.

Timber Trails Deed Restrictions — Schedule "A"

1. That no nuisance or anything obnoxious, unlawful or detrimental to adjoining or adjacent property shall be maintained on any part of the property herein conveyed, and no tents (except in areas designated by Grantor) trailers or any type of temporary structure or shelter shall be permitted without the written consent of the Grantor.
2. No signs, including "For Sale" or "For Rent", or any other advertisements shall be displayed on said premises.
3. No dwelling or other building shall be erected or occupied on the premises without a septic tank installation which will meet the requirements of the Grantor for the disposal of sewage from such buildings.
4. No outbuildings other than a garage or carport shall be permitted. Said garage or carport shall be attached to dwelling - unless permission is otherwise granted by Grantor.

5. Grantor, its successors and assigns, reserve the right to approve or disapprove of the erection of fences of any type or description.
6. Grantees agree to provide sanitary disposal for all their sewage, garbage and rubbish. No garbage or rubbish may be buried or burned.
7. Neither said premises nor any buildings now or hereafter placed upon said premises shall be used for stabling of horses, cows, or other cattle, or the housing of fowl.
8. The Grantees, their heirs or assigns and successors, shall not, on the within described property, build any building, or make any alterations or additions or improvements to any building without first having submitted plans and specifications, including plot plans, to the Grantor, and also having first obtained in writing from the Grantor its approval and consent.
9. The premises herein described shall be used for residence purposes only, excepting that those lots as shown on the map as being designated by letters are reserved as business property and may be used as such, subject to such restrictions as Grantor may deem necessary. That not more than one single dwelling building shall be erected on a "residential plot", as set forth and shown on the aforementioned subdivision map. A "residential plot" shall consist of two lots, or a single lot having an area of not less than twelve thousand, five hundred (12,500) square feet.
10. No unlicensed motor vehicle may be kept on said premises or on any road or street contiguous thereto.
11. The Grantees, their heirs, successors or assigns, agree to become members of the Timber Trails Community Association, Inc. The purpose of said association is to insure and to preserve the present and future character and welfare of the community, established by the Grantor herein. And the Grantees, their heirs, successors or assigns, in consideration of the establishment and maintenance of a preferred neighborhood plan, further covenant and agree to comply with and conform to the present and future character and bylaws of said association. It is particularly understood and agreed that the said association is to be composed of owners, buyers, tenants or occupiers of land at Timber Trails. The Grantees further agree that any person, firm or corporation to whom the Grantor conveys or leases land located in the vicinity of Timber Trails shall be eligible to membership in said association, and that any application for membership from a grantee or lessee of the Grantor shall be passed and approved if requested by the Grantor. The right to have grantees and lessees approved for membership may be assigned by said Grantor to any person, firm or corporation, acquiring the then entire holdings of said Grantor.
12. It is agreed that the Grantees have induced the Grantor to sell the aforementioned property with the promise on the part of the Grantees to the Grantor, that the Grantees will not sell, rent or lease, except to an active or associate member of the Timber Trails Community Association, Inc., and this conveyance is made expressly subject to the restrictions that the same may not be used occupied, rented or leased, except by such members of the Timber Trails Community Association Inc., provided, however, that this restriction shall continue only so long as said association exists.
13. Once started, all buildings must have their exteriors finished and painted within 4 months of the starting date and all building materials must be removed from said property by that date. Outdoor storing of appliances or building materials is forbidden except during said 4 months building period.

IN WITNESS OF WHICH the Club and the Association have caused this Declaration to be executed by its officers this 30 day of June, 2011.

Attest

Lake Naomi Club


Secretary


Chairman, Board of Trustees

[Corporate Seal]

Attest

Timber Trails Community Association, Inc.


Secretary


President

[Corporate Seal]

NOTARY'S ACKNOWLEDGEMENT

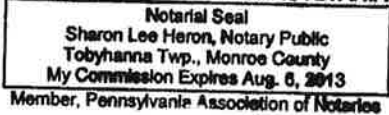
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONROE : SS

On this 30 day of JUNE, 2011, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared CONNELL J. MCGILL, who acknowledged himself/herself to be the Chairman of the Board of Trustees of Lake Naomi Club; and that he/she, as that officer, being authorized to do so, executed the foregoing Declaration for the purposes contained in the Declaration by signing it by himself/herself, as Chairman, intending that it be recorded on public record.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon Lee Heron
Notary Public

[SEAL] COMMONWEALTH OF PENNSYLVANIA



NOTARY'S ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONROE : SS

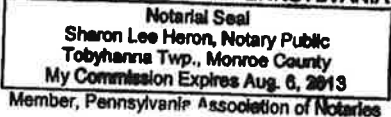
On this 30 day of JUNE, 2011, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared JAMES B. HUATT, who acknowledged himself/herself to be the President of Timber Trails Community Association, Inc.; and that he/she, as that officer, being authorized to do so, executed the foregoing Declaration for the purposes contained in the Declaration by signing it by himself/herself, as President, intending that it be recorded on public record.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon Lee Heron
Notary Public

[SEAL]

COMMONWEALTH OF PENNSYLVANIA




**Certification of President of Timber Trails Community Association, Inc.
Required under UPCA Section 5219(e)**

Being duly sworn according to law, I, Conrad J. McGill, hereby certify that (1) I am the President of Timber Trails Community Association, Inc.; (2) this Declaration was approved, based on proper notice to the members, as an amendment of the Deed Covenants for Timber Trails by the written consents of Owners of more than two-thirds of the Lots in the Timber Trails Community, which approval also constitutes more than 66²/₃% of the total vote of the Association; and (3) the Owners have therefore authorized the preparation, execution, recording and certification of this amendment as such on the real property records of Monroe County, Pennsylvania, as required in Sections 5102(d) and 5219(e) of the *Pennsylvania Uniform Planned Community Act*.

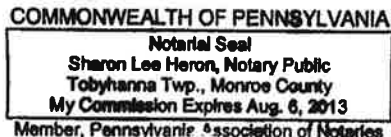


President, Timber Trails Community Association, Inc.

Sworn to and subscribed before me,
this 30 day of JUNE, 2011


Notary Public

[SEAL]



**Certification of the Recorder of Deeds
under UPCA Section 5219(c)**

This Amended and Restated Declaration for Timber Trails was recorded on _____/ 2011 in Monroe County Record Book Volume _____ at page _____, etc., and has been indexed in both the Grantor Index and Grantee Index in the name of the planned community, Timber Trails, as required by Section 5219(c) of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101.

Recorder of Deeds, Monroe County, Pennsylvania

[SEAL]



COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder

Instrument Number - 201118071
Recorded On 8/31/2011 At 2:40:33 PM

Book - 2390 Starting Page - 9044
* Total Pages - 7

* Instrument Type - COVENANTS

Invoice Number - 594540

* Grantor - LAKE NAOMI CLUB

* Grantee - TIMBER TRAILS COMMUNITY ASSOCIATION INC

User - PAW

* Customer - YOUNG & HAROS LLC

* **FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$17.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$22.50

RETURN DOCUMENT TO:
YOUNG & HAROS LLC

TAX ID #

N/A-COOLBAUGH TOWNSHIP

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Helen Diecidue

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 2390 Page: 9050



DEED COVENANTS - TIMBER TRAILS

As Amended June, 2011

List of restrictions to be imposed upon conveyance of all property in the Timber Trails Community.

1. That no nuisance or anything obnoxious, unlawful or detrimental to adjoining or adjacent property shall be maintained on any part of the property herein conveyed, and no tents (except in areas designated by Grantor) trailers or any type of temporary structure or shelter shall be permitted without the written consent of the Grantor.
2. No signs, including "For Sale" or "For Rent", or any other advertisements shall be displayed on said premises.
3. No dwelling or other building shall be erected or occupied on the premises without a septic tank installation which will meet the requirements of the Grantor for the disposal of sewage from such buildings.
4. No outbuildings other than a garage or carport shall be permitted. Said garage or carport shall be attached to dwelling - unless permission is otherwise granted by Grantor.
5. Grantor, its successors and assigns, reserve the right to approve or disapprove of the erection of fences of any type or description.
6. Grantees agree to provide sanitary disposal for all their sewage, garbage and rubbish. No garbage or rubbish may be buried or burned.
7. Neither said premises nor any buildings now or hereafter placed upon said premises shall be used for stabling of horses, cows, or other cattle, or the housing of fowl.
8. The Grantees, their heirs or assigns and successors, shall not, on the within described property, build any building, or make any alterations or additions or improvements to any building without first having submitted plans and specifications, including plot plans, to the Grantor, and also having first obtained in writing from the Grantor its approval and consent.
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