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**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS & EASEMENTS**

This First Amendment to the Amended and Restated Declaration of Covenants, Restrictions & Easements (the or this "First Amendment") is made and adopted by the **TIMBER TRAILS COMMUNITY ASSOCIATION, INC.** (the "Association"), a Pennsylvania nonprofit corporation with offices located at Route 423, Post Office Box T, Pocono Pines, PA 18350 (the "Association") and the **LAKE NAOMI CLUB**, a Pennsylvania nonprofit corporation with offices located at Route 423, Post Office Box T, Pocono Pines, PA 18350 (the "Club"), on the ____ of _____ 2023.

RECITALS

I. The Association is a planned community (the "Community") subject to the retroactively applicable provisions of Pennsylvania's Uniform Planned Community Act (the "Act").

II. The Association and the Club are collectively the successors in interest to the declarant rights for the Community and together own all of the rights in, to and affecting the real property comprising the common area in the Community.

III. Pursuant to Article VI, Sections 1(a) and (d) of the Association's Bylaws and Section 5302(a)(1) of the Act, the Association's Board of Directors is authorized to manage and control the affairs of the Association and adopt and amend rules and regulations with respect to the use of property within the Community.

IV. The original developers of the Community and the Club declared all the Lots within the Community to be subject to fourteen (14) protective covenants and restrictions (the "Deed Covenants") which by their own terms are intended to run with the land.

V. In order to provide for continuity of development and operation of the Community, the Deed Covenants were renewed by an Amended and Restated Declaration of Covenants, Restrictions & Easements for Timber Trails (the "Amended Declaration") adopted by the Association's Lot Owners and the Club, dated June 30, 2011. The Amended Declaration restated the same and prior Deed Covenants under Schedule "A" thereto, except for the deletion of the original Deed Covenant 13. The Amended Declaration was recorded in Monroe County Record Book 2390, at page 9044 *et seq.*, and was, and remains, binding in perpetuity on all Lots in the Community.

VI. The Board of Directors of the Association, together with the Board of Trustees of the Club, have determined that Deed Covenant 12 in connection with the leasing of Lots within the Community is antiquated, ambiguous and inconsistent with the Owners' practice of leasing Lots within the Community, and therefore, it would be in the best interests of the Association, the Club and the Community to amend Deed Covenant 12 in the manner described below.

VII. Pursuant to the retroactively applicable provisions of Section 5219(a)(1) of the Act, the Amended Declaration may be further amended based on the vote or agreement of Owners of Lots in the Community holding at least sixty-seven (67%) percent of the votes in the Association.

VIII. The Association has obtained the votes or written agreements of Owners of Lots holding at least 67% of the votes in the Association, thereby authorizing adoption of this First Amendment in connection with Deed Covenant 12 of the Amended Declaration.

IX. The Club, through its Board of Trustees, has agreed to the adoption of this First Amendment in connection with Deed Covenant 12 of the Amended Declaration.

NOW THEREFORE, the Amended Declaration is hereby amended with respect to Deed Covenant 12 as follows:

1. Deed Covenant 12 in Schedule "A" is removed and replaced with the following Deed Covenant 12 in connection with the leasing of Lots:

12. A single family residential lot ("Lot") may be rented only in its entirety and no fraction or portion of a Lot may be rented. Any and all leases for a Lot must be in writing and signed by the Owner and the Lessee(s). Any lease of a Lot for the period between the Friday prior to Memorial Day through Labor Day (the "Summer Period") must be for a term of no less than one (1) week. There shall be no more than a total of four (4) separate leaseholds per Lot during the Summer Period and not more than a total of ten (10) leaseholds per Lot for each calendar year. In addition, the Board of Directors may

adopt and amend such reasonable rules and regulations with respect to leasing and subleasing of Lots as may be necessary and appropriate.

2. The President and Secretary of the Association, as well as the President and Secretary of the Club, are authorized to sign this First Amendment and file it in the Monroe County Recorder of Deeds Office..

3. This First Amendment to the Amended Declaration shall be and become effective from the date upon which it is filed of record in the Monroe County Recorder of Deeds Office.

4. The provisions of this First Amendment to the Amended Declaration shall amend and control over the contrary provisions, if any, of the Amended Declaration.

5. Except as amended by this First Amendment, the Amended Declaration is hereby ratified and reaffirmed by the Association and the Club and shall remain, as amended, in full force and effect.

IN WITNESS WHEREOF, the Association and the Club have executed this First Amendment to the Amended Declaration on the date and year stated above.

ATTEST:

TIMBER TRAILS COMMUNITY
ASSOCIATION

Secretary

By: _____
President

ATTEST:

THE LAKE NAOMI CLUB

Secretary

By: _____
President

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF _____ :

On the ____ day of _____, 202_, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the *President of Timber Trails Community Association*, a Pennsylvania nonprofit corporation, and that as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the First Amendment on behalf of the corporation in the capacity of President, intending that it be recorded.

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

Notary Public

(SEAL)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF _____ :

On the ____ day of _____, 202_, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the *President of Lake Naomi Club*, a Pennsylvania nonprofit corporation, and that as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the First Amendment on behalf of the corporation in the capacity of President, intending that it be recorded.

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

Notary Public

(SEAL)