

Prepared by:
Steven L. Sugarman & Associates
Steven L Sugarman, Esquire
1273 Lancaster Avenue
Berwyn, PA 19312

Return to:
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1273 Lancaster Avenue
Berwyn, PA 19312

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

This Second Amendment to the Amended and Restated Declaration of Covenants, Restrictions & Easements (the or this "Second Amendment") is made and adopted by the **POCONO PINES 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. 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.

IV. Pursuant to Article I, Section 2 of the Association's Bylaws, the purpose of the Association is to, *inter alia*, maintain the character, appearance and standards of properties carrying the Lake Naomi deed restrictions.

V. Article II, Section 2(a) of the Association's Bylaws authorizes the Board of Directors to make, alter, amend, rescind and enforce all rules and regulations as are necessary for achieving the purposes of the Association.

VI. The Deed Covenants were renewed through January 1, 2005 (the "Renewal Date") by that certain Declaration for the Community, dated June 7, 1997 and recorded in the Monroe County Record Book 2038, at page 0376 *et seq.*

VII. In order to provide for continuity of development and operation of the Community after the Renewal Date, an Amended and Restated Declaration of Covenants, Restrictions & Easements for Lake Naomi (the "Amended Declaration"), dated June 4, 2005, was adopted by the Association and the Club. The Amended Declaration restated the same and prior Deed Covenants under Schedule "A" thereto, except for the deletion of the original Deed Covenant 13 which contained the Renewal Date. The Amended Declaration was recorded in the Monroe County Record Book 2199, at page 4272 *et seq.*, and was, and remains, binding in perpetuity on all Lots in the Community.

VIII. Thereafter, a further Amendment to the Amended and Restated Declaration of Covenants, Restrictions & Easements for Lake Naomi (the "First Amendment"), dated March 30, 2016, was adopted by the Community's Lot Owners. The First Amendment was recorded in the Monroe County Record Book 2471, at page 3301 *et seq.*, but is no longer in force or effect by virtue of an Order of the Monroe County Court of Common Pleas, dated September 14, 2021.

IX. 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.

X. 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.

XI. 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 the adoption of this Second Amendment in connection with Deed Covenant 12 of the Amended Declaration.

XII. The Club, by and through its Board of Trustees, has agreed to this Second 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 based upon the purposes of the Association.

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

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

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

5. Except as amended by this Second 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 Second Amendment to the Amended Declaration on date and year stated above.

ATTEST:

POCONO PINES 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 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 Second 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)