

## DEED COVENANTS • LAKE NAOMI

### List of restrictions to be imposed upon conveyance of all property in the Lake Naomi Development.

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 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 subdivisions 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 the premises, or on any road or street contiguous thereto.
11. The Grantees, their heirs, successors or assigns, agree to become members of the Pocono Pines Community Association, Inc. The purpose of said association is to insure and 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 by-laws 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 Lake Naomi. The Grantees further agree that any person, firm or corporation to whom the Grantor conveys or leases land located in the vicinity of Lake Naomi 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 Pocono Pines Community Association, Inc., and this conveyance is made expressly subject to the restrictions that the same may not be used or occupied, rented or leased, except by such members of the Pocono Pines 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 material 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.
14. No person who is registered or is required to be registered for life in (a) Pennsylvania's Statewide registry of sexual offenders pursuant to 42 Pa.C.S. §9799.10 et seq., as amended from time to time, or (b) the sex offender registry of any other state or the United States under a corresponding statute (a "Prohibited Person") shall occupy or reside in any lot, dwelling or common area within the boundaries of, or under the jurisdiction of the Pocono Pines Community Association (an "Association Property"). No Owner or agent of an owner shall knowingly allow such a Prohibited Person to occupy or reside in any such Association Property. Without limiting any other right or remedy available to the Association or Owners in the Association and notwithstanding anything herein to the contrary, the Association, shall have the right, which it may exercise according to the sole discretion of its Board of Directors, to seek any and all remedies available at law or in equity to it and/or to individual Owners (who shall, if necessary and as requested by the Association, cooperate with join and/or assist the Association), including without limitation, injunctive relief, for violation of this Provision that is actually known to it.

*Ruling July 19, 2021. The Monroe Court of Common Pleas has ruled that deed covenant #14 of PPCA deed restrictions is void. The PPCA is considering all of its alternative responses to this ruling including an appeal of this ruling. Ruling October 28, 2022; the Pennsylvania Commonwealth Court has upheld the July 19, 2021 ruling. The ruling became final on November 28, 2022, and as a result, Deed Covenant #14 of the PPCA deed restrictions is void.*