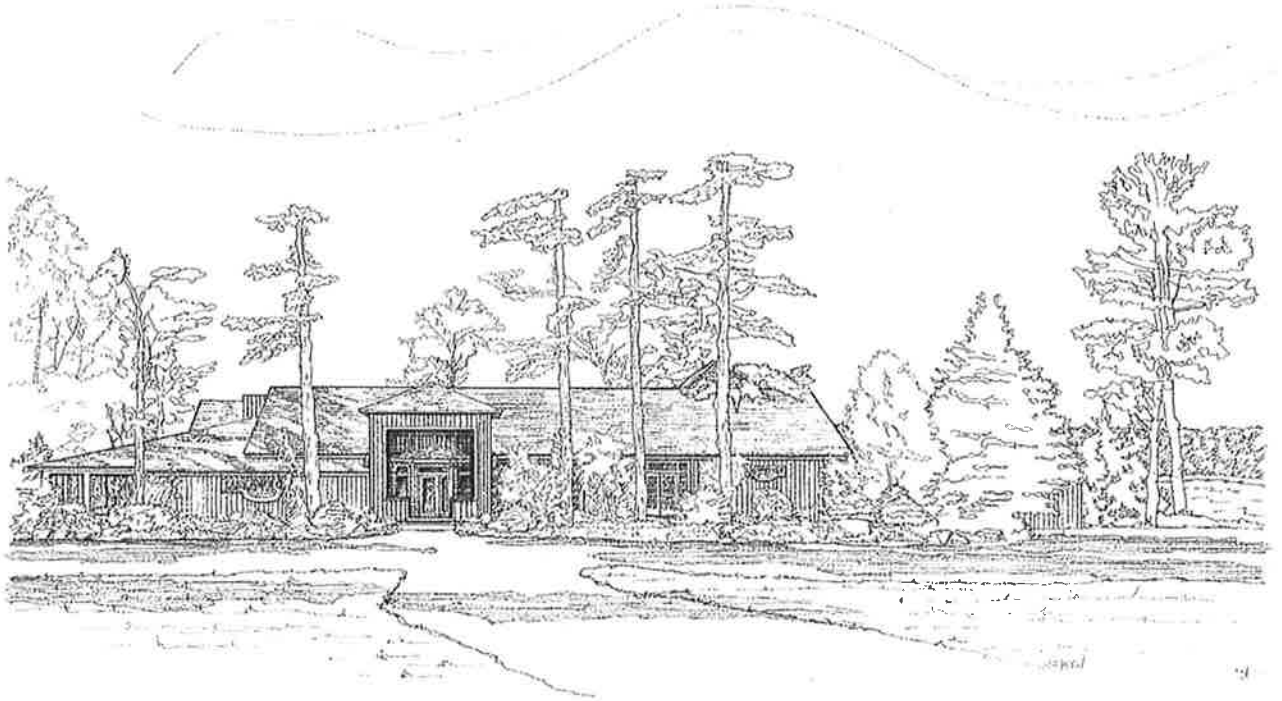


ARCHITECTURAL  
STANDARDS  
And  
REQUIREMENTS

For the

LAKE NAOMI - TIMBER TRAILS  
COMMUNITY



Lake Naomi – Timber Trails  
Architectural Standards and Requirements

# **ARCHITECTURAL STANDARDS AND REQUIREMENTS**

**For the**

**Lake Naomi - Timber Trails Community**

**Pocono Pines, PA 18350**

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## **INTRODUCTION**

### ***Before building or renovating a home in the Lake Naomi - Timber Trails Community, Read the following tips carefully***

The design and construction of a home in Lake Naomi - Timber Trails must meet important standards, including those found in the Deed Covenants (or Declaration) and in this document, the Community's **Architectural Standards and Requirements** (ASRs or **Standards**). The ARC highlights portions of the Standards in this introduction to help you plan for construction. First, please meet with the Community's Architectural Inspector early on in the planning process and do so before starting any site work. You will also have to get municipal permits before you start.

In our Community, construction plans and other plans are reviewed and approved by the Community's **Architectural Review Committee (ARC)**. **The ARC's plan review and approval process is based on these Standards and will help you:**

- preserve the forested character of the Community by carefully choosing any trees to be removed and by marking them first for inspection.
- be aware of the importance of your lot's protected setback areas, so you can properly restore any damage done to the setback areas during construction. Good planning and proper restoration help ensure there is a permanent natural buffer between your home and neighboring roads and properties.
- choose design elements for your home that are of architectural quality and consistent with the prevailing designs and trends in the Community. The founder of the community, Logan Steele, on whose work many of these standards are based, paid very careful attention to architectural details, and so should you. He always encouraged designs with variations in depth on building elevations and the use of significant overhangs. Mr. Steele discouraged designs with large, flat, unbroken facades. Architectural quality facades also achieve relief by use of good window arrangements, reverse roof gables, complimentary siding direction and other insightful design elements.
- use natural exterior materials such as stone and rough textured woods to enhance the woodland character of the Community.
- use earth-tone principal exterior colors that blend harmoniously with the environment, including dark earth tone roofing materials. White and other similarly bright colors are not acceptable.
- use mildew prevention additives in all exterior paints and stains to counteract the high humidity in this locale.
- pick appropriate locations of all outside fixtures and equipment such as heat pumps and propane tanks. Your site plan must provide information on how these items will be screened from view or buffered for sound.

#### ***The Standards prohibit certain designs that conflict with these Standards, such as:***

- designs that use white or other similarly bright principal exterior colors. Homes are intended to blend well with the natural woodland surroundings by use of natural exterior colors and finishes.
- designs with more than three vertical feet of exposed foundation wall.
- designs requiring excessive removal of natural trees and other plants, over-exposing the building and other improvements on the property.
- designs with exterior lighting that can bother neighbors or that shine into their homes. Exterior lights should shine downward in order to reduce any spillage of unwanted light onto neighboring properties.

## **Other Important Notices**

Before designing a new home or addition and before applying for approval from the ARC for that work, **you, your architect and your builder should read this document carefully** and understand just what it requires. Address any questions you may have about the Standards to the Community's Architectural Inspector or to the ARC.

This document is a set of private regulations enforced by the Lake Naomi Club and by our Community's two neighborhood community associations. The Standards contain both general and specific standards for development of residential lots in the Community. They also set up the process by which an owner applies for ARC approval for both new homes and for any additions or changes to existing homes. **Your adherence to the Standards and the Community's Deed Covenants will help you get ARC approval promptly and help enhance the quality of our Community.**

Although an application to the ARC for initial review may be submitted prior to obtaining a Township building permit, all Township permits are required to be issued prior to final ARC approval. Issuance of Township permits or of ARC approval does not mean you have complied with all other governmental regulations that may apply. Federal, State or Municipal permits may be required for construction in some cases. They may include permits from the Township, US Army Corps of Engineers, the Commonwealth of Pennsylvania Department of Conservation and Natural Resources and the Pennsylvania Department of Environmental Protection for wetlands protection, municipal zoning or other land use permits. You are responsible for obtaining all required permits.

The **International Residential Code 2000 (IRC)** is the building code that applies throughout Pennsylvania. Items mandated by the IRC are not repeated in this guide. The IRC preempts all other building codes in this Community.

**Please be sure that your builder submits a complete application to the ARC.** Incomplete applications will not be considered and will unnecessarily delay review by the ARC.

## ARTICLE I

### ***Architectural Standards and Requirements (ASRs or Standards)***

#### **1. General Objectives.** These Standards are intended to:

- Encourage environmental conservation and stewardship;
- Improve the integrity of designs and the architectural quality of our Community's lots and homes;
- Enhance the high aesthetic standards that make our Community a desirable place to live; and
- Prevent deterioration of existing community improvements, thereby protecting and enhancing property values for all property owners.

Our Community addresses these important objectives using these Standards and its ARC review procedures. ***Owners should not make any changes to their property in the Lake Naomi - Timber Trails Community without first contacting the Community Architectural Inspector about required standards and procedures.***

#### **2. Governing Documents and these Standards.**

Lake Naomi Club has adopted these Standards as Community-wide regulations in the Club's role as successor under the Deed Covenants to the Developer. These Standards are intended as minimum requirements in the Community in furtherance of:

- rights and duties arising under the Pennsylvania Uniform Planned Community Act (UPCA).
- rights and duties arising under the Lake Naomi and Timber Trails Deed Covenants (reproduced in Appendix B & C );
- Declarant rights assigned to Lake Naomi Club by Pocono Pines Corporation and Lake Naomi Realty Corporation, the developers of the Community;
- rights and duties arising under in the Articles of Incorporation and Bylaws of the Club; and
- the general plan of development and Community-wide standards evidenced within the Community.

***The Standards are adopted under the authority of state law and the governing documents of the Community. They are a means to insure and to preserve the present and future character and welfare of the Community by establishment and maintenance of a preferred neighborhood plan. See Deed Covenants, Appendix B & C, paragraph 11. In addition, the Standards are a means to insure that residential property owners in the Community obtain proper approval before making any alterations, additions or improvements on their property. See Deed Covenants, Appendix B & C, paragraph 8.***

#### **3. Design Objectives**

The primary goal of the Standards is the preservation of the Community's natural woodland environment. As a result, in examining applications for approval the ARC shall reasonably consider the elements of the submitted design, with special emphasis on the following objectives:

- *Landscape and Environment:* To prevent the unnecessary destruction, blighting or disruption of the natural landscape or the existing man-made environment.
- *Relationship of Improvements and Open Spaces:* To determine that all proposed improvements and open spaces relate harmoniously to the landscape and to other existing improvements that have a visual relationship to the proposed improvements.
- *Protection of Neighbors:* To protect the interests of neighboring owners and others by approving designs that minimize or eliminate adverse impacts to the Community generally and to neighboring properties in particular, including but not limited to impacts from stormwater, lack of screening or buffering, creation of inappropriate views or use of inappropriate colors and residential designs, particularly those that lack sufficient variation within a particular neighborhood.
- *Circulation:* To insure that the proposed improvements create appropriate access and sufficient off-street parking.

4. **Definitions.**

**"Appurtenant Structure"** shall mean any accessory structure including, but not limited to, heat pump units, standby generators, propane tanks, attached storage areas, etc.

**"Architectural Quality"** shall mean comparable in quality of design and detail as would be produced in the offices of a licensed registered architect.

**"Architectural Review Committee" or "ARC"** shall mean the Committee members appointed by the Lake Naomi Club Board of Trustees.

**"ARC approval"** shall mean final authorization by the ARC Inspector or by the ARC to construct landscape or otherwise modify residential properties in compliance with plans that meet and have been approved as satisfying all requirements of these Standards.

**"As Built"** shall mean marked-up, post-construction plans showing actual locations of all structures, well, septic, driveway(s), parking areas and any other manmade features on a property.

**"Basement"** shall mean that portion of a building which is partly or completely below grade. See "Story above Grade".

**"Board"** shall mean the Board of Trustees of the Lake Naomi Club.

**"Buildings"** shall mean structures intended for single family residential use or for accessory uses.

**"Bylaws"** shall mean the Bylaws of the Club, as amended.

**"Club"** shall mean the Lake Naomi Club.

**"Color/Material Sample Boards"** shall mean a sample siding material with trim material display board at least two (2) feet wide by two (2) feet long painted with the dominant and trim colors.

**"Community"** shall mean the Lake Naomi - Timber Trails Community.

**"Deed Covenants" or "Declaration"** shall mean the common set of covenants, restrictions and easements, as amended, that run with title to all residential lots in the Community and that are legally binding on all present and future owners of those properties.

**"Development Plan" or "Plan of Development"** shall mean the overall, as-built development plan or scheme for the entire Community, including all architectural, engineering and legal design elements of the Community.

**"Floor Area"** shall mean net enclosed, weather-tight, heated, usable interior residential floor area; this term excludes all garages, decks, porches, outside stairs and external storage areas.

**"Half story"** shall mean livable floor area, the square footage of which does not exceed one-half (½) of the livable footprint square footage of the floor below.

**"Harmonious"** shall mean being architecturally compatible, environmentally compatible and otherwise in compliance with the design review objectives stated in Article II of these Standards

**"Inspector"** shall mean the Architectural Inspector.

**"Mean Grade Elevation"** shall be the undisturbed average grade of the proposed footprint of the house as that grade existed before completion of any fill or excavation work done during the 7 years preceding the date of submission of the permit application. This elevation shall be obtained by surveying and plotting the corners of the proposed house.



**"Neighborhood"** shall mean the amenities, residential lots and other improvements within wintertime sight distance or a radius of 1000 feet from the property line, whichever is greater, of any proposed or existing improvement on a residential lot.

**"Owner"** shall mean all owners of a residential lot in the Community.

**"Permit"** shall mean each written authorization needed to build, install septic systems or sewer connections, make improvements and remove live barrier trees as issued by the ARC or by the appropriate governmental entity(ies) having jurisdiction.

**"Residential"** shall mean approved for improvement with one single family home to be used by a single family.

**"Similar Color"** or **"Identical Color"** shall mean substantially similar or identical color based on color and value on chips provided by the stain/paint manufacturer.

**"Similar Design"** shall mean designs with substantially similar exterior architectural features, such as elevations, relief, material and color, including mirror-image, reversed designs.

**"Single Family Home"** shall mean a dwelling designed to be occupied by a single family.

**"Standards"** or **"ASRs"** shall mean these Architectural Standards and Requirements.

**"Story above Grade"** shall mean any story having its finished floor surface entirely above finished grade. In addition, a basement shall also be considered a story above grade when the finished floor surface above the basement is:

- more than 6 feet above the final basement floor level.
- more than 6 feet above the finished grade of more than 50 percent of the total building perimeter; or
- more than 12 feet above the finished grade level at any point.

**"Woodland"** shall mean the natural colors, textures, materials and plantings that are indigenous to the Lake Naomi - Timber Trails environment.

## ARTICLE II

### 1. General Requirements

#### ARC Approval is required for all Proposed Improvements

A Property Owner must obtain ARC approval for all proposed improvements on the Owner's lot prior to the start of any construction work of any nature, meaning lot clearing, tree, shrub or brush removal, excavation, grading or drainage work, painting, staining or roofing, etc. on a residential lot in the Community.

#### Setback Requirements

- (1) No portion of any residence or an appurtenant structure, including eaves, roofs, windows, chimneys, etc, shall be located on, or over, any lot nearer than 50 feet to the front lot line or nearer than 15 feet in Lake Naomi and 25 feet in Timber Trails to any side road or interior lot line or within 50 feet of the rear lot line. If a lot is greater than 150 feet in depth, the front setback shall be a minimum of 75 feet. If the lot adjoins lands of the Club, Community Association or State Game Lands, the ARC may approve reduced setbacks on the rear of the lot adjoining such lands to no less than 25 feet. ***Township setbacks may differ and Township approvals may be required.***
- (2) In order to ensure that all buildings are properly shielded from neighbors, roads and common areas, the Owner shall not remove trees or other vegetation in any setback area without the written approval of the ARC. The Owner shall restore to the satisfaction of the ARC any setback area which has been damaged, cleared or cut without the written approval of the ARC. Owner must replace any plant materials used to restore the setback areas that do not survive at least one year after planting. (See also "Landscaping and setback restoration", Article II, Section 1, Number 28 – 36, page 12).
- (3) **At the discretion of the Architectural Inspector, for properties built to within 3 feet of the building envelope, an as built foundation survey, showing location and height, shall be submitted prior to framing.**

#### Physical Requirements

- (4) **Architectural Design:** All improvements to lots, including homes, garages, attached storage sheds, porches and additions to existing structures shall be compatible in style, color and setting with the woodland character of the Community as well as blend with the style, design and size of other buildings within wintertime sight or 1000 feet radius from the property line and preserve the natural characteristics of the area.

#### **Recommended Design elements:**

- Relief in facades (no solid walls or unbroken planes); depth variations in elevations; minimum 12" overhangs
- Sensor activated, shielded and down directed exterior lights that conform to lighting criteria (see Article II, Section 1, Number 14, page 9)
- Consistency of design (e.g., windows with half rounds, arches, rectangular transoms)
- Casement, awning, or sliding windows
- Vertical siding
- Natural exterior materials (stone, rough textured woods)
- Bump-outs for fireplaces extended down to grade

- Metal Roofing that is of a woodland color and non-reflective will be considered on a case by case basis.
- Earth tone finishes that blend harmoniously with the environment. Trim, shutter and door colors should be architecturally consistent with the principal exterior house color. House and trim colors should generally be in same color tone (Color/Material sample boards will be required prior to paint color approval).
- Dark tone roof materials, gravel walks and driveways.
- All proposed exterior colors must be submitted for approval prior to application. See color palette in Administrative Office for approved color selections (Color/Material sample boards will be required prior to paint color approval).

**Design elements that are discouraged:**

- Remotely assembled homes due to site constraints of installation.
- Horizontal siding with less than 6 exposed inches width as installed.
- Double hung windows.
- Window grills
- Tar and chip driveway surfaces, which will be considered on a case-by-case basis

**Design elements which are prohibited and will cause rejection of a plan:**

- White, bright and other conspicuous principal exterior color schemes.
- Large, flat, unbroken exterior facades, e.g., with more than 12 linear feet of unbroken flat surface.
- Stucco, cement-plastered, concrete blocks and brick facades.
- Aluminum siding or unnatural looking vinyl siding, e.g., glossy, reflective, lacking texture.
- Roof pitch less than four (4) inches per foot
- Permanent fences other than protective fences for landscaping. (See Article II, Section 1, Number 37, page 13).
- Detached buildings, other than approved garages or carports, e.g., detached sheds and tree houses.
- External antennas.
- Uncovered metal chimneys or flues.
- Unshielded external tanks.
- Excessively large driveway areas and circular driveways.
- Concrete, blacktop and other paved driveways (including stone pavers).
- Detached shed. (See Appendix B & C, number 4.)

(5) **Exterior colors and materials** must be consistent and in harmony with the natural environment of the Community. This applies to new construction and refinishing of existing buildings. Exterior colors shall be limited to one dominant color and one appropriately compatible trim color, which shall vary reasonably from other homes in that Neighborhood. Use of white or other bright, light or conspicuous colors is prohibited (Color/Material sample boards will be required prior to paint color approval).

(6) **Window frames and sashes** must have a color with minimal contrast with the rest of the structure. Unfinished aluminum, white or other bright, light or similarly conspicuous colors are prohibited.

- (7) At least two major features of the architectural design of any home must vary from other houses in that Neighborhood.
- (8) The **minimum habitable floor area** of any home shall be 1200 square feet in Lake Naomi and 1500 square feet in Timber Trails.
- (9) **Height of any building** or structure shall not exceed two and one-half stories or 29 feet, whichever is less, as measured from original mean grade elevation. If appropriate in a particular situation, the ARC may require that the mean grade elevation of the center of the proposed structure prior to excavation or fill shall be determined by a licensed professional land surveyor or engineer and shown on the survey drawing. This datum point shall be referenced as elevation 0.00 and the building height shall be measured from this reference point. Elevations of property corners shall be shown on survey plan.
- For proposed structures with a height of 25' or less, this datum is not required
  - ARC may also require an as-built elevation measurement after construction.
- (10) The **exposed portion of the exterior of any foundation** system shall not exceed three feet measured from finished grade to bottom edge of siding material. Exposed foundation systems must be of a color and texture harmonious with the exterior of the building.
- (11) **Garages, carports and storage sheds** must be designed and sited in a manner architecturally consistent with the design of the house.
- Storage sheds, garages and carports shall be attached to the house in a manner appropriate to the architecture and the terrain.
  - The garage floor space shall not exceed 30% of the floor area of the house, unless this provision prohibits a minimum size two-car attached garage.
  - No garage shall have floor space for more than three standard size automobiles or less than one standard size automobile
  - No shed, shack, trailer, tent, temporary or movable building, or any other structure not approved by the ARC shall be erected or placed on any lot, contiguous property or right-of-way.
  - Tree houses are prohibited.

#### **Guidelines for Garage Doors**

- All garage doors shall be sized to fit standard sized cars, small vans, trucks, and SUV's. Garage doors shall not be higher than 9 feet 0 inches
- Garage doors should be single car width when possible ranging in widths from 8 feet to 12 feet. When a two stall garage is built, it is recommended that two individual doors be used, one for each stall. Total linear footage of door width shall not exceed 27 feet per residence.
- All garage doors and trim shall be finished in the same colors as the body and trim of the house, respectively
- The ideal design for garage doors is a flush surface with a non-glossy finish. "Barn" style doors with angled boards over a flat door are also permitted.
- Other types of ornate panels are prohibited.
- The width of all doors in garages with multiple doors shall be the same.

- (12) **Porches, decks and storage areas** must be constructed on permanent foundations when in contact with the soil. Railings must meet state building codes and should match style and color scheme of house. No porch, deck, or storage area may be converted to a year-round interior floor area without having a code-compliant frost-depth foundation beneath that structure. Use of non-rigid plastic for seasonal conversion is not acceptable. Removable framed inserts of glass or rigid plastic must blend with the house architecture and color.
- 13) Where possible, **driveways** shall connect to the lesser traveled street.
- Driveways shall provide off-street parking for a minimum of three vehicles in addition to any garages and shall be single lane
  - Driveways may not exceed 12 feet in width, may flare at road and may be greater in width adjacent to the garages as required for safe maneuvering
  - Driveways should curve towards house to avoid direct open view from road
  - Excessively large driveway areas and circular driveways are prohibited
  - Driveways must be designed to require minimum tree removal and reduce visibility of house from the roadway
  - Driveways in side yard setback may be disapproved.
- (14) Use of **outdoor lighting** is limited to building access areas and must be shaded to prevent spill of light onto neighboring properties and roads. Plans showing the location and details of all exterior lighting must be submitted and approved by the ARC prior to the installation of the lighting.
- The use of high intensity area lighting or similar general yard lighting is prohibited.
  - Generally, exterior lighting must have concealed light sources and not shine on neighboring property
  - Lighting for paths and drives should be by low-wattage low-mount border fixtures spaced no closer than 25 feet apart on each side.
  - Lamp posts are prohibited except for lighting to illuminate entry signs with a maximum wattage not to exceed the equivalent to a 25 watt incandescent light.
  - All exterior landscape lighting must not exceed the equivalent to a 15 watt incandescent lamp
  - Holiday lighting requirements are specified in Article II, Section 1, number 24, page 11.
- (15) The use of any appurtenant structure or equipment, including but not limited to **external heating devices, cooling devices or fuel storage devices**, such as heat pumps, must be shown on the building and plot plans. They may not be placed in any setback area and must be located in side or rear yard. Design specifications must also be submitted. Site plans for such devices must also include appropriate landscaping and buffering to address any visual impacts and to control any noise problems, minimizing sound as much as possible.
- External tanks and mechanical equipment next to the house must be masked by similar siding material used on house or by privacy lattice finished to match the principal house color. Those masking structures not attached to house must also be landscaped with evergreen plantings.
  - The location of any such devices must be approved in writing by the ARC or the inspector prior to installation.

- (16) An approved **trash shelter** is recommended and must conform to the following specifications:
- Made of pressure treated wood or recycled wood-like material.
  - Easy locking front opening doors.
  - Large enough to hold at least two containers (a sample specification is available at the Administrative Office).
  - The shelter should be placed in the least obtrusive place (as viewed from the road) and no closer than 10 feet from the road surface.
  - The shelter should have a flag to notify the contractor to make a pick-up.
  - The shelter should be left natural or stained a natural color.
  - Prefabricated Plastic Trash Shelters are not permitted.
  - Refer to other Timber Trails Community Association or Pocono Pines Community Association guidelines, which may be more restrictive.
- (17) The design and location of **firewood shelters** must be submitted to the ARC and approved in accordance with Article III of these standards.
- Firewood shelters do not have to be attached to the house and are not required to be on a foundation.
  - Freestanding firewood shelters shall be entirely in the rear yard of the property, or in another location approved by the ARC.
  - The location shall conform to the required minimum rear and side yard setback requirements
  - The firewood shelter shall be open on all sides and used for the sole purpose of storing firewood. Its roof shall not exceed 7 feet in height above grade at the peak and floor area shall not exceed 4 feet by 8 feet. Roof pitch shall be a minimum 4 inches per foot (4 on 12). Firewood shelters shall be constructed entirely of wood, shall remain unpainted or stained a natural color and the roof shingles must match those of the residence
  - One firewood shelter per residence is permitted.
- (18) **Private tennis courts, swimming pools, brightly colored play equipment, trampolines, permanent exterior athletic facilities and hard playing surfaces** are prohibited.
- All components of play equipment must be woodland colors.
- (19) **Satellite dishes** may require screening by the use of landscaping or other treatment.
- (20) **Clothes lines**, while discouraged, should be less than 12 feet long and out of sight of neighbors and roads.
- (21) Acceptable **tarpaulin colors** are dark brown, dark green and dark gray with a dull finish.
- (22) **Painted rocks or trees, statues and lawn ornaments** are prohibited.
- Yard Art**, while discouraged, should be in keeping with the woodland nature of the community. Inappropriate items, such as gazing balls, pink flamingos, artificial flowers, items of plastic, shiny metallic/vinyl surfaces, tail wagging dogs, people silhouettes, cartoon character cut outs, etc., are prohibited.

- (23) **Decorative flags**, while discouraged (except for the American flag), are permitted on house walls and trees (not adjacent to the Golf Course) with wall-mounted hardware. No roof-mounted or ground-mounted poles are permitted.
- (24) **Outdoor Holiday Lighting** may be displayed from November 15th to January 15<sup>th</sup>.
- (25) **Outdoor Holiday Decorations** or **other Decorations** should be kept to a minimum and displayed for a maximum of 7 days.
- (26) **Owners' identifying signs** should be consistent with the woodland appearance standards and not be larger than 2 square feet. **No other signs are permitted, except for an additional sign measuring 6 inches x 18 inches identifying a street number as required by Tobyhanna Township ordinance. Alarm/Security system company signs and/or electronic surveillance signs should be mounted on a pole, no higher than 18" out of the ground, one of each per house or lot, within 15' of front-most wall of house.**
- (27) **Many lakefront or streamfront** properties and other lots abut a greenbelt. Any planned modification to adjoining greenbelt or to the setback space abutting the greenbelt, including landscaping, trimming of brush or trees, installation of paths, docks, decks, stairs or beaches must be submitted for approval to the ARC.
- **Paths** leading from a home to the lakefront, streamfront, or any Club property area, may not exceed 5 feet in width. Any trimming of brush or trees should be kept to a reasonable minimum. The pathway should wind through the natural landscape and attempt to preserve as much vegetation as feasible
  - Lakefront/pondfront property owners have an assigned **waterfront privilege area** of the greenspace owned by the Club. An area not to exceed 25 feet in length and 15 feet in depth along the water's edge may be cleared with approval to be used as a beach or grassy area or a combination of both
  - The maximum size of all **docks** is 144 square feet and the furthest part may protrude no more than 12 feet into the water. Lakefront/pondfront property owners must submit design plans for review by the ARC.
- (28) **Solar Collection Systems** shall be defined as any of several devices that collect, absorb, accumulate or store solar radiation for use as a source of energy. The following standards and guidelines shall apply to the development of Solar Collection Systems:
- Collection systems, including Solar Arrays, Solar Panels, Solar Batteries shall require the approval of the ARC.
  - Collection systems may be subject to Township approval.
  - Collection systems shall comply with all applicable building and electrical codes.
  - Freestanding, lawn mounted collection systems are not permitted
  - Exterior wall mounted collection systems will be considered on a case by case basis and shall not be obtrusive.
  - Roof collection systems will be considered by providing architectural quality scaled drawings showing the location of the collection system.
  - Roof collection system applications shall include a structural certification.

- Collection systems cannot be tilted and reflection cannot negatively affect neighboring properties.
- Collection systems shall not extend more than six (6) inches above the space between the roof and the bottom surface of the collection system and shall not extend beyond the ridge line of the surface on which it is mounted.

### Maintenance

Owners shall maintain all building exteriors and their residential lots in a neat and attractive manner and in good order and repair. Overgrown properties, properties in disrepair, properties with excessive or intrusive lighting, and properties with inadequate provisions for refuse disposal or other yard clutter, homes in need of paint or stain and lots with partially downed trees are all problematic for your neighbors and your Community.

If an **inadequately maintained property** appears to constitute a health or safety hazard, or to have a detrimental visual effect on the Community, the owner may be required to take corrective measures upon notice by the Club. Failure to take the appropriate corrective measures within a reasonable period of time after notice shall be cause for the Club to take appropriate actions and impose sanctions.

### Damaged Structures

The owner shall make a damaged structure secure and weather-tight promptly after any damage or destruction, and shall complete repairs or removal of debris from the lot within 60 days of the damage. After sixty days, the homeowner must request an extension from the ARC in writing, stating the reasons for the extension. If the owner fails to comply with these requirements, or in case of an actual emergency, the Club may hire a contractor to secure the property and to protect the improvements on an owner's lot, and shall have a lien for the reasonable costs of this work.

### Landscaping and Setback Restoration

- (28) The ARC requires submission of a proposed landscaping plan. It is the policy of the ARC and the Club to encourage the use of landscape architects or designers for preparation of proper site plans for lots in the Community. Because the ARC emphasizes preserving the rural woodland character of our Community generally, the ARC encourages the use of landscaping that is well integrated environmentally with the existing surroundings and that maximizes the use of and minimizing the removal of natural flora, to preserve the forested, rural woodland character of the Community and its surroundings.
- (29) **Prior to the cutting of any trees, understory growth or shrubs or the movement of any earth, both the Property Owner and contractor shall apply for and sign an agreement acknowledging understanding of and compliance with the standards regarding cutting limitations, protection of and marking of those limitations by yellow taping or banding and the submission of pre-construction photographs.**
- (30) The owner's budget for landscaping and restoration shall be adequate to assure that the landscaping constitutes a positive addition to the appraised value of the lot and completed structure. Landscaping shall include:
  - (a) Stabilization of all disturbed soils with plantings similar to or in harmony with the surrounding natural habitat; native trees or bushes are encouraged;



- (b) Use of natural materials; only natural wood-colored mulch is permitted (**colored mulch is prohibited**);
  - (c) Native, deer-resistant plantings are recommended;
  - (d) No cutting of any vegetation or trees is permitted in front, side or rear yard setbacks without prior ARC approval;
  - (e) Wood cleared for construction must be removed, or cut to fireplace-sized logs and stacked;
  - (f) On-site drainage structures are required to handle runoff from property without causing flooding, erosion or hardship to adjacent properties.
- (31) All landscaping shall be completed as soon as practicable but in no case more than one year after completion of the exterior of the structure.
- (32) Once planted, all landscaping shall be maintained in a neat, attractive, well-kept fashion.
- (33) Lawn areas adversely affect the natural woodland environment and will not be approved except over sand mounds and to 2 feet from base of mound or septic system.
- (34) Elevated sand mound septic systems must be positioned, graded and landscaped in a manner which blends with the natural environment and the building elevation (subject to State and Township Regulations). Grass may not extend more than 2 feet from base or perimeter of mound. Landscaping plans shall detail how this will be done. Wells, septic systems and sand mounds located in rear (or side, depending on circumstances) of property must be completed prior to commencing construction of house; no access through the setback area will be granted to install these systems after the foundation is installed.
- (35) Trees and native growth are to remain wherever possible. During construction, no tree of any size may be removed from the setback area unless proposed on the approved plans, and replacement is provided in the approved landscape plan. Following construction, any tree which is rotten, overhanging or posing a general threat to a home may be removed without ARC approval. Trees removed for construction beyond 6 feet of perimeter of house must be replaced with comparable native woodland plantings.
- (36) The Property Owner shall restore to the satisfaction of the ARC any setback area which has been damaged, cleared or cut and replace any restoration plantings which do not survive one year after their installation.
- (37) Wood, metal, privacy, hurricane or other inappropriate **fencing** is prohibited. However, temporary protective fencing to hinder deer infiltration including support poles may be approved on an individual basis. Protective fencing must be securely and neatly erected and must be unobtrusive in appearance. Examples of appropriate fencing are available at the Administrative Office.
- (g) Winter protective landscape fencing is permitted during the period of October 15 to May 15;
  - (h) Garden protective fencing may be installed during the period of June 1 to October 1;
  - (i) The ARC will consider plans for permanent "invisible" fencing and deer fencing on a case-by-case basis;
  - (j) The ARC recommends having an access gate in fencing to be used by emergency personnel, if needed.

## 2. Provisions for Construction or Improvement

### Workmanship

Workmanship in the fabrication, preparation and installation of materials for residences in the Community shall conform to generally accepted good practice in the building industry and shall comply with the statewide building code. These Standards shall not suspend any requirements of accepted good practice in the building industry but shall supplement those requirements.

**Erosion control**, such as straw bales, straw, matting, silt fences, (seeding, sodding, where permitted) etc., must be used to prevent soil erosion and sedimentation during and after construction.

### Construction Period and Hours

Our Community is made up of quiet, peaceful residences and it is the owner's responsibility to advise all general contractors and subcontractors to keep the peace. Nothing shall be done on the lot or in any building which constitutes an avoidable annoyance or actual nuisance to the occupants of other neighborhood properties or to the Community generally (e.g., no loud radios) or that is unusual in the construction practices used (i.e., unusual noise, activity, or creation of dust or dirt). Owners are also expected to adhere to these requirements.

Residential construction work shall take place **Monday through Friday, from 8:00 AM to 5:00 PM**, except as noted below.

During the off-season, from immediately after Labor Day until the 2<sup>nd</sup> Saturday in June, residential construction may also take place on Saturday from 8:00 AM to 4:00 PM.

**No outside construction work**, or inside work which is an avoidable annoyance or nuisance to the residents of the neighborhood shall take place, however, on **any Saturdays from the 3<sup>rd</sup> Saturday in June to neither Labor Day nor Sunday's year round** or any other times, as published by the Associations.

### Removal of Debris

Owners must haul away or arrange to have all construction debris hauled away. No burning or burying of material is permitted. If the lot is not cleaned properly, within 10 days of notice to the owner, the Club shall contract to do the necessary work and assess the owner of the property for the cost of this work.

### Trash Dumpsters and Temporary Toilet Facilities

A **refuse container and toilet facility** must be provided at all times during construction in as unobtrusive a location as possible, preferably at least 15 feet off the road.

Owners or contractors must arrange for a dumpster to be placed at a home while construction or cleanup is ongoing. The dumpster should be placed in a location that has as minimal visual impact on the property as possible. For dumpsters that will be placed for longer than one week, prior approval from the ARC will be required. The maximum amount of time a dumpster may remain at a property is one month, except in the event of a new construction. After this time, the homeowner must request an extension from the ARC in writing stating the reasons for the extension. Toilet facilities should be a non-obtrusive color such as dark green or brown, or the ARC will require temporary fencing to disguise these facilities. The temporary toilet facilities must be maintained on a regular basis.

Contractors may not leave **work vehicles or trailers** on the property or roads during non-construction hours.

**3. Drainage**

The ARC may require owners to prepare drainage plans and to install drainage culverts and headwalls in locations where driveways or other improvements may impede proper flow of surface water, even if no state or municipal encroachment permit is required. If the culverts and drains are not installed properly, upon notice to the owner, the Club shall contract to do the necessary work and assess the owner of the lot for the cost of this work.

No site shall be graded or altered in any manner that would cause water to be diverted or collected and directed into or across a contiguous parcel of land including the front line. Natural drainage patterns shall be respected and not interfered with so as to impede the normal flow of surface water.

**Article III  
Applications, Procedures, Violations and Enforcement**

**1. ARC Approvals Required**

- a. Any owner intending to change or construct any improvement on a Community lot or otherwise alter the lot itself shall contact the Architectural Inspector and apply to the ARC for approval under these Standards. The owner shall fill out the appropriate application forms and submit all associated documents and applicable color/material sample boards plus the required fee. If other permits are required from the Township, County, State or Federal Government or by other agencies with jurisdiction, the owner shall obtain those permits and submit copies with the ARC application.
- b. The Inspector may approve any application not involving a structure with a roof so long as the plans submitted comply with these Standards.
- c. For all other applications, the Inspector may recommend to the ARC either that the plans be approved or be denied and the ARC shall approve or deny the application.
- d. Unless approval is not required by these Standards, it shall be a violation of these Standards and the Deed Covenants for any owner or other person to proceed with erection, alteration, enlargement or demolition of improvements or other changes on a Community lot without approval.

**2. ARC Fees and Requirements**

- a. The Inspector shall grant approvals only upon submission of a complete written application and proper documentation and applicable color/material sample boards together with the applicable filing fee. The filing fee shall be paid by check payable to the *Lake Naomi Club*. Filing fees are established annually by the Board
- b. If an application for an approval is denied, the submitted materials will be returned to the applicant. Application fees are non-refundable.
- c. The Inspector shall approve or disapprove, in writing, all applications within sixty (60) days after receiving all required information. If the Inspector disapproves an application, then the Inspector shall give notice to the applicant in writing stating the reasons for the disapproval with citations to the applicable sections of these Standards.
- d. If an application for an approval is granted, the Inspector shall issue the approval, which shall be valid for a period of twelve months from the date of approval.

- e. It is required that all building exterior construction, painting, finish grading and removal of construction materials shall be completed within one hundred twenty (120) days of the start of the work, meaning the time at which any site work is begun, including clearing. Construction work must be continuous. All landscaping and driveway work shall also be completed within one year of the start of work. The contractor will notify the Inspector in writing of the starting date of construction. If no work is begun within the twelve (12) month period, the approval shall automatically expire and a new application accompanied by another filing fee must be submitted by the applicant. If the ARC receives a request in writing for an extension to the approval before the expiration of the twelve (12) month period, the ARC will give full consideration to the extension.
- f. ARC approvals and fees shall not be required for minor interior repairs or alterations if they involve no changes to the exterior appearance of a structure.

### 3. Applications and Documents

- a. **In order for the ARC to consider any application for approval, the owner must first provide completed architectural quality plans, a certified plot plan (land survey), color/material sample boards and all other pertinent information and documents at least 10 days prior to the scheduled ARC meeting. An owner or contractor shall submit an application for approval to the Inspector on forms provided by the ARC. The Inspector will provide a checklist to help the owner or builder detail these specifications. All filing documents to be considered must be submitted no fewer than 10 days prior to the ARC meeting date.**
- b. The application shall be accompanied by:
  - The **specifications** for the work agreed to by the owner and the general contractor.
  - A **signed agreement** between the Club and general contractor to comply with these Standards.
  - Two (2) sets of architectural quality plans (1/4" to 1 foot scale), one 8 ½" by 11" or 11" by 17" set of plans that have the capability of being copied on a standard office copy machine and full specifications. Architectural plans and supporting documents must show all specifications including but not limited to floor plans, all elevations showing existing and proposed grade lines, dimensions, total square footage, height, type of exterior materials, proposed exterior lighting and similar data. The architectural quality plans and specifications shall have attached to them a certified property survey showing all current structures and improvements, prepared or approved by a PA licensed land surveyor or engineer, within 3 years of date of application.
  - The specifications for the heating source, windows, doors, garage doors, gutters, etc.
  - Sewage Permit (as required by Township Sewage Enforcement Officer).
  - Township Building Permit (this may be obtained after the ARC is presented with the application and plans but final ARC approval will not be granted without this permit).
  - **Color/Material sample boards on exact siding material proposed indicating colors to be used, along with sample of roofing material in proposed color.**
  - Payment of required fees.
  - One 11" x 17" plot plan (or larger) setting forth the extent and character of the work, including landscaping. Plot plans should be to the largest practicable scale. Height of structure above existing mean grade elevation (Article II, Section 1, Number 9, page 9) must be shown. The plot plan must also show:

- The size and location of the dwelling and other exterior components in their existing/proposed locations, showing their exact location in relation to lot and street lines.
- Building envelope, front- rear- and side- yard setbacks, easements, dimensioned driveway and parking area.
- Trees with a circumference greater than 15 inches, measured 4 feet from ground, stands of rhododendron/laurel over 10 feet in diameter, within the disturbed area.
- Existing water courses; existing or proposed well, septic system; 940 Sewage Association connection.
- The existing grade of the lot and any existing drainage features on the lot.
- Applications for structures greater than 25' in height shall have plans showing mean grade building elevation. The mean grade elevation shall be that elevation existing prior to any fill or excavation work within seven years prior to permit application. The mean grade building elevation of the approximate center of the proposed structure prior to excavation or fill shall be determined by a licensed land surveyor and shown on the survey drawing. This datum point shall be referenced as elevation 0.00 and the building height will be measured from this reference point. Elevations of property corners shall be shown on survey plan.
- At the discretion of the Architectural Inspector, for properties built to within 3 feet of the building envelope, an as built foundation survey, showing location and height, shall be submitted prior to framing.
- Sloping lots may require plans with contour lines at the discretion of the ARC
- A proposed Landscaping Plan must be submitted no less than 6 weeks prior to completion of the construction work on the home or addition.
- **One set of pre-construction color photographs reasonably documenting original plant cover on the lot.**
- After approval of any plans and specifications, one approved set of plans shall be retained by the Inspector for the ARC. No change shall be made in the approved plot plan, approved architectural plans or specifications without the further approval of the Inspector or the ARC. No preliminary or rough sketches, incomplete designs or photocopies of stock sketches will be accepted as part of any application.

#### 4. **Change of Application after Approval is Granted**

Once an approval is granted and the applicant desires to make a material change that is not part of the approved plot plan, architectural plans or specifications, the applicant shall file with the ARC revised architectural quality plans, etc., which conform to these Standards. The applicant shall not proceed with any work on those changes until receiving written approval.

#### 5. **Approval of Change of Application**

A change of application will be approved or rejected by the Inspector within a reasonable time, but in any case not to exceed a period of sixty (60) days from filing of the completed change of application with all required information.

#### 6. **Contractor Responsibility**

It is the responsibility of the General Contractor to inform all subcontractors of these Standards and other Rules and Regulations of the Community pertaining to the construction, and the General Contractor will be held liable for all subcontractors.

General Contractors must provide updated Certificates of Insurance for themselves and all subcontractors working in the Community.

**7. Single Family Restrictions**

It is a violation of these Standards and of the Deed Covenants for any person, corporation or other entity to use a residential lot in the Community for any purpose other than for a residence for a single-family or to improve a residential lot in the Community with a principal structure other than one single family residence.

**8. Variances**

**a. Basic Requirement**

The ARC may allow reasonable variances from the provisions of these Standards if:

1. The granting of a variance will not cause any harm to the owners of other lots or dwellings, including but not limited to drainage, loss of light, view, privacy, and;
2. A variance is in conformity with the general intent of these Standards, and;
3. Literal application of these Standards results in unnecessary hardship, as defined below
4. The ARC finds specifically in a given case that:
  - a. There are physical circumstances or other physical conditions unique to the particular property, and that the unnecessary hardship is due to these conditions and is not due to the circumstances or conditions generally created by these Standards or by the Development Plan of the Community; and
  - b. Because of these unique physical circumstances or conditions, there is no possibility that the improvement can be made in strict conformity with the provisions of these Standards or the Deed Covenants and that authorization of a variance is therefore necessary to enable the reasonable use of the property; and
  - c. The unnecessary hardship is not self-inflicted, in that it has not been created by the owner, owner's agents, contractors, heirs, successors, assigns or predecessors in title; and
  - d. The variance, if authorized, will not alter the essential character of the Community or substantially or permanently impair the appropriate use or development of any adjacent dwelling or lot; and
  - e. The variance, if authorized, represents the minimum variance that will afford relief and represents the least possible modification of the Standard(s).
5. In granting any variance, the ARC may attach reasonable conditions and safeguards as it may deem necessary to implement the purposes of these Standards and the Development Plan.

**b. Variance Approval**

The ARC may grant a variance without any hearing if substantially the same matter has been adjudicated by the Township Zoning Hearing Board (ZHB) approved by the ZHB or courts, and the ZHB or court decision is no longer subject to any appeal.

**9. Disclaimer**

Neither the Inspector, the ARC, the Club, the Associations, their Staff, Officers and Directors, or any other person acting on behalf of any of them shall be responsible in any way for any errors or defects in plans or specifications or other material submitted to the ARC, or for any defects in any work done.

**10. Entry Rights**

The ARC, the Inspector or their designee shall have the right, between start and finish of construction, to enter upon any property at reasonable hours to perform their duties, to inspect

the exterior of the buildings or to ascertain compliance with the Deed Covenants and these Standards.

11. **Violations**

a. **Standards**

The Inspector or the ARC shall make a written record of all observed violations of these Standards and of the Deed Covenants.

The ARC may recommend to the Board that the Club take appropriate action to prevent or cure any violation of these Standards or of the Deed Covenants.

b. **Notice of Violations**

Notice of violations of these Standards or the Deed Covenants shall identify the dwelling, premises or property upon which the violation occurred or exists and the nature of the violation.

The Inspector, ARC or their designee has the authority to issue an immediate Stop Work Order if violations or deficiencies are detected. In addition, an immediate Stop Work Order shall be issued if the construction poses a potential hazard or danger to the safety of life or to property, to health or to the general welfare.

c. **Service of Notice**

The notice shall be served personally or by certified mail (Return Receipt Requested) to the owner of record. In all cases, notice shall be placed in the applicant's file by the Inspector, ARC or their designee showing the manner of service made in each case.

d. **Right to Appeal the Decision of the ARC**

Every owner shall have the right to appeal to the ARC any decision or order of the Inspector or the ARC. The ARC shall hear each appeal within forty five (45) days after request for the appeal. The owner shall appear and present reasons for the appeal. The owner shall have the burden of proof on all issues related to the appeal. The ARC's decision and the reasons for its decision shall be filed in writing in the office of the Inspector within fifteen (15) days after close of the hearing. The ARC's decision shall be mailed to the owner within five (5) business days after it has been filed with the Inspector.

e. **Subsequent Appeal to the LNC Board**

Every owner shall have the secondary right to appeal to the Board of Trustees of the Lake Naomi Club any decision of the ARC from the first appeal. Any owner appealing to the Board shall submit a written notice of appeal in a form described below with the Board, stating the reasons for the appeal, within thirty (30) days after the date the ARC's decision is filed with the Inspector. Every owner shall have the right to present relevant evidence to the Board as permitted below.

f. **Information Required on Appeal to the Board**

All appeals to the Board shall be made in writing. Every appeal shall be signed by the property owner(s) of record and shall include the following:

The name, address and lot number(s) of the appellant owner.

The names and address (es) of any other owner(s) of property affected by the decision or order.

A brief statement of the reasons for the appeal, including the section of these Standards under which the appeal is made, and the reasons why the appeal should be granted.

**g. Public Hearing to be Held by the Board**

Upon filing an appeal to the Board, the Board shall fix a time and place for a public hearing to be commenced within forty five (45) days of the date of the filing of the appeal, and shall give written notice to the owner. The Board's decision and reasons for the decision shall be filed in writing in the General Manager's office within forty five (45) days after the close of appeal hearing. The Board's decision shall be mailed to the owner within five (5) business days after it has been filed with the General Manager.

**h. Stay of Proceedings**

An appeal shall stay all activities related to the decision appealed from unless the Inspector certifies to the Board, after the notice of appeal shall have been filed, that, by reason of the facts stated in the certificate, a stay would, in the Inspector's opinion, cause imminent peril to life or property.

**i. Expiration of Conditional Decision**

Unless otherwise specified by the ARC, an ARC decision on any appeal which contains conditions shall expire if the applicant fails to comply with the conditions of the decision within 60 days from the date of the decision.

**j. Penalties**

Owners and contractors who violate these Standards are subject to revocation of permits and to other disciplinary action by the Club. The Board of Trustees may sanction an owner using any or all of the following measures, as the offense merits:

Imposition of a fine not to exceed \$1000.00 for each violation, plus the cost of damages or restitution. Each week of a continuing violation may at the discretion of the Board constitute a new violation, provided separate notice is given. Owners of any lot that is in violation of these Standards or any architect, engineer, building contractor or other person who shall fail to comply with these Standards or who shall deviate from the conditions of the approved plans and specifications, upon a finding of a violation or deviation may be fined as determined by the Board. Three (3) offenses shall be considered sufficient grounds to prohibit any contractor from any further construction in the Community until all violations are corrected in a timely manner and appropriate assurances are given to prevent future violations. All violations must be corrected, in addition to payment of fines. The Board may also order that all work is to cease until fines are paid and the work in question is corrected. The penalties to be imposed under these Standards may be recommended by the ARC and approved by the Board.

- a. Suspension of the owner's Club privileges, if any, and of those persons claiming Club privileges through the owner, for a period of time as the Board may deem just, or for so long as any violation continues.
- b. If the Club has put an owner on notice of a violation of these Standards and the owner has failed to remedy the violation in a timely manner, the Club may also exercise reasonable self-help to cure or prevent the violation and shall have a lien on the owner's property for the reasonable costs incurred by this action.
- c. The remedies in these Standards are cumulative.



## **DISCLAIMER**

### **APPENDIX A**

The Architectural Review Committee may disapprove any site, building or landscaping plans, and specifications which are not in compliance with these Standards, even for aesthetic reasons. The ARC is also not strictly bound by earlier precedents within the Community from previous approvals or construction, given the general commitment to quality in this Community and to continuous improvement. The Committee continuously evaluates the demonstrated effect of previous approvals and in some cases will adopt policies to not permit repetitive designs or techniques that are later deemed inconsistent with these Standards. The Committee seeks rationally to preserve and enhance the quality and harmony of proposed new structures, alterations and additions. In addition, the waiver of a design element, because it may not be visible to others will not normally be approved by the ARC.

The owner's selection of the contractor and the quality of construction of any improvements are the responsibility of the owner, and shall be done at the sole risk of the owner. ARC approval of an application shall not make the Club, its officers, agents and employees, including the ARC and the Inspector, liable for the performance or supervision of the work of the owner's contractor, or for any other act or omission of the contractor arising out of the performance of the contract with the owner.

All inspections, review or other activities of the Inspector or the ARC under these Standards shall be made for the benefit of the Community only and not for the owner or any other person.

## **DEED COVENANTS - LAKE NAOMI APPENDIX B**

### **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.

## 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.
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 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 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 laid property by that date. Outdoor storing of appliances or building materials is forbidden except during said 4 months building period.

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