

**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,  
EXCEPTIONS, RESERVATIONS AND CONDITIONS  
POCONO FARMS EAST ASSOCIATION, INC.**

The Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions for Pocono Farms East are as follows:

1. The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars.
2. Sewage disposal systems shall be constructed in accordance with recommended standards of Public Health Authorities. The owners of individual lots shall apply for a sewage permit with Public Health Authorities. Subsurface disposals shall not be located closer than 100 feet to any well closer than 50 feet to any water course or closer than 10 feet to any lot line. The county and/or the township or their agents shall have the right to enforce covenants. All buildings shall be constructed within the following building lines on each lot: Front Yard- 40 feet, Side Yard- 12.5 feet, Rear Yard for main building- 50 feet, Rear Yard for accessory building- 12.5 feet. Combined side yard for accessory buildings- 50 feet All lots shall be subject to a Utility Easement and Drainage Easement over the ten feet adjacent to all streets and ways and the five feet adjacent to all other lines. Corner lots shall be subject to a sight and roadway easement over a triangle, the legs of which are thirty feet measured along the street right-of-way lines, from their point of intersection.
3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out-buildings shall be used on any lot at any time as a residence either temporarily or permanently.
4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
5. No lot shall be kept in an unsightly manner. A lot will be considered unsightly when the following is kept on the property in an unsightly and dangerous manner: rubbish, trash, garbage, waste, junk cars, or debris. If the lot owner refuses to comply with this covenant, the Seller shall have the right to enter upon the premises and take such actions as are necessary to rectify the unsightly condition and further, the Seller shall have the right to charge the Purchaser a reasonable fee for these services.
6. No open fires shall be started without a written permit from the Seller.

7. No signs for advertising purposes shall be erected or maintained on the premises or on or in any buildings on the premises.
8. No individual water supply system shall be permitted on any lot or building site. Every owner will be required to pay an annual charge for water when available and an additional fee when connected according to the rates established for these services. The system will be owned and operated by a private company or by a private utility company and approved by the Public Utility Commission. These rates will be subject to the Public Utility Laws any may be increased or decreased to reflect cost of living changes and capital investment. There is a one-time hook-up of \$380.
9. No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Seller, as to location, elevation, plan and design. The Seller shall approve or disapprove the said location, elevation; plan and design within 15 days after the same have been submitted.
10. No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without written consent of the Seller. The building or structure must be completed within 6 months after building operations commence.
11. No purchaser shall clear his lot or brush, trees or any burning of any nature whatever, except after having first obtained the approval of the Seller in writing, such approval to specify the time and manner in which such clearing shall be done.
12. An association of property owners has been formed and is known as Pocono Farms East Association, Inc. By virtue of your deed and protective covenants a purchaser automatically becomes a member of this association, and shall be subject to the payment of annual dues and assessments in compliance with by-laws, rules and regulations.
13. Certain portions of the lands of the Seller laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Seller subject to the right to convey to the township or the LOT OWNERS ASSOCIATION. Any such dedication is subject to the right of the Purchaser and those claiming under him to use the same for ingress and egress to and from a public road, and if and when dedicated for public use shall be made subject to the right of the Seller to maintain or grant the right to maintain water mains, street drains, fixtures for street lighting, telephone and electric poles within the lines of such roadways.
14. The restrictions as herein provided shall apply only to the above premises and may be changed by the Seller when desired by it or its successors, said restrictions being imposed for the benefit of the remaining lands of the Seller and lands which may hereafter be acquired.

15. That this agreement shall bind the Seller, its successors and assigns, and shall bind the Purchasers, their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, Declarant has executed this declaration as of the 21<sup>st</sup> day of December, 1986.

Pocono Hickory Lane, Inc.

By Robert W. Boland, President