

# PHASE 1

## PROTECTIVE COVENANTS FOR TOWAMENSING TRAILS PENN FOREST TOWNSHIP • CARBON COUNTY, PENNSYLVANIA

1. The Protective Covenants set forth below apply only to residential lots as shown on the final plan of Section I of the development known as Towamensing Trails.

2. 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 2-1/2 stories in height and an attached- private garage or carport for not more than three cars.

3. No building or attachment thereto shall be located on any lot nearer than forty (40) feet to the front lot line or nearer than ten (10) feet to any side street line or nearer than ten (10) feet to an interior lot line.

4. Easements for installation, maintenance and repairs of utilities and drainage facilities are reserved over the front five (5) feet of each lot and over the rear ten (10) feet of each lot. Provided further that the easement over the-rear ten (10) feet in each lot is further reserved for the common use of all property- owners in the development for recreational purposes.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, without written permission from the grantor or its successors or assigns.

6. No animals, livestock or poultry of any kind shall be raised; bred-or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to the adjoining lot owners in the development.

7. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary container. No open fires shall be started without a written permit from the grantor, its successors or assigns.

8. No vehicles shall be abandoned or stored on the premises, nor shall any vehicles over ten tons in gross weight be driven over the roads leading into the development without a written permit from the grantor, its successors or assigns.

9. No individual water supply or sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the state or local public health authorities.

10. No building, excavation, exterior remodeling or altering of any structure shall be commenced without obtaining written approval from the grantor, its successors or assigns as to the location, elevation, construction material, roof and exterior color scheme and plans and design. Plans drawn to scale must be submitted in duplicate for approval. They should show dimensions of lot; lot and section number; location of buildings with respect to lot lines; location of well and septic tank on lot, and their locations with respect to wells and septic tanks on adjoining lots, construction material to be used and color schemes. State and/or County boards of Health requirements and suggestions are to be followed in matters concerning wells and septic tanks. The grantor shall approve or disapprove the said plans within forty-five (45) days after the same have been submitted. The grantor or its successors or assigns shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by the said grantor, its successors or assigns or when (1) the design or color scheme of the proposed building or other structure is 'not in harmony with the general surroundings of such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the grantor or its successors or assigns, deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any

part of the real property subject thereto, or the owners thereof. The decisions of the grantor, its successors or assigns, shall be final. On any structure all exterior construction must be complete within one (1) year from the date of commencement.

11. No grantee shall clear his lot of brush, trees, or anything else of an inflammable nature except after having first obtained the approval of the grantor, its successors or assigns, in writing, such approval to specify the time and manner in which such clearing shall be made. No fires are to be started on any lot without a written permit therefore. No fires are to be started in the street at any time. All lots are sold "as is", and all expense for clearing and removal of debris, including stumpage, from the premises shall be for the account and risk of the grantee.

12. An association of all property owners is to be formed by the grantor and designated by such name as may be deemed appropriate, and when formed, the buyer covenants and agrees that he, his executors, heirs and assigns, shall be bound by the By-laws, and such rules and regulations as may be duly formulated and adopted by such association.

13. The proposed lake, streets and other recreational structures and areas are for the use of lot owners and as such the lot owners are responsible for their allocated share of the costs of the upkeep of all improvements, streets and areas designated for common use of property owners in said subdivision. Initially, an annual dues fee of \$60.00 for each lot owner shall be paid to the grantor, its successors or assigns, on the 1st day of March, commencing in the year following the date of the agreement of purchase. Dues assessments may be subsequently increased by the grantor, its successors or assigns; and upon failure of payment, the owner of the lot and each successive owner of the lot authorizes and empowers any attorney of any court of record of the Commonwealth of Pennsylvania or elsewhere from time to time as many times as shall be deemed to be necessary by the grantor, its successors or assigns, to appear for the owner of said lot and to confess judgment against the owner of said lot for the amount then due, with or without declarations, without defalcations, with costs of suits, releases of errors, without stays of execution, with fifteen (15%) per cent added, in each case, for collection fees, waives the right of inquisition on any real property

which may be the subject of levy in order to collect the amount of any judgment entered pursuant hereto, thereby condemns any and all real property, authorizes the Prothonotary to enter upon fieri facias voluntary condemnations, authorizes the sale of any real property on fieri facias, waives and releases all relief from any and all appraisement or of any other state, now in force or hereafter enacted and waives the benefit of the present and any future bankruptcy law that may be enacted by the United States Government.

14. The buyer agrees not to sell, rent, lease or permit the premises hereby conveyed to be sold, rented or leased excepting to persons first approved by the grantor, its successors or assigns, for membership in the aforementioned association; nor shall signs for any purposes be erected or displayed on the premises.

15. The portion of the lands of the grantor laid down on the recorded plan of the subdivision as streets, lakes and recreational areas are not dedicated to public use and title thereto shall remain in the grantor subject to the right to convey to the association aforementioned with reservations, subject to the right of the grantee and those claiming under them to use the same for ingress and egress to and from the public roads by the most direct course over the streets shown on said plan; and if and when dedicated for public use or conveyed shall be made subject to the right of the grantor to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles within the lines of such roadways.

16. The restrictions as herein provided shall apply only to the above premises and may be changed by the grantor, its successors or assigns, when desired by it or its successors and assigns, said restrictions being imposed for the benefit Of all lot owners and the remaining lands of the grantor and lands which way be hereafter acquired.

17. That at any time in the future, the grantor, its successors or assigns, shall have the right to purchase said premises, if the grantees desire to sell. If, at any time, the grantees, their heirs, assigns, executors or administrators, receive a bona fide offer for the premises and grantees, their heirs, executors or administrators

decide to accept such offer, they shall first give notice to the grantor, and the grantor shall have the right within forty-five (45) days from the receipt of such written notice to purchasing said premises at the price offered by such other party. Should the grantor not exercise such option, the new grantee shall be required to sign and be bound by a like agreement.

18. The foregoing restrictions, conditions and covenants shall apply to grantee, his, her or their heirs and assigns.

19. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the grantor, its successors or assigns.

20. No fire arms, bows and arrows, slings or explosives shall be discharged or shot, nor shall any hunting be conducted on lots or areas not reserved for said purposes.

21. When available, all lot owners shall hook up to central water and sewage lines within six (6) months after collecting or distribution lines pass lot.

22. Additional and/or different protective covenants than those set forth above may be established by the grantor for the properties designated commercial and multi-family dwelling on the plan of the subdivision for Section I.

Phase I Covenants – Pages 1 to 5  
Filed Feb. 15, 1971 – Misc. Book Vol. 43, Page 169

**EXCEPTIONS AND RESERVATIONS FOR TOWAMENSING TRAILS**  
**PENN FOREST TOWNSHIP, CARBON COUNTY, PENNSYLVANIA**  
**Supplemental Declaration**  
Filed June 1, 1971 – Misc. Book Vol 43, Page 325  
additions or changes from #1

1. The Protective Covenants, exceptions and reservations set forth below apply only to residential lots as shown on the final plan of Section 1 of the Subdivision known as

Towamensing Trails in Penn Forest Township, Carbon County.  
Pennsylvania.

a. 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 2-1/2 stories in height and an attached private garage or carport for not more than three cars.

3. No building or attachment thereto shall be located on any lot nearer than forty (40) feet to the front lot line or nearer than ten (10) feet to any side street line or nearer than ten (10) feet to an interior lot line.

4. Excepting and reserving unto the Grantor, its successors and assigns, forever, an easement measuring five (5) feet in width, across the entire front width and along both side lengths of each residential lot in the Subdivision, said easement to be for the installation, maintenance, repair, replacement and removal of utilities and drainage facilities; provided, however, that the reservation of the five (5) foot wide easement along any side length shall not apply if the owner of the lot shall also be the owner of the other lot adjoining said side length and shall build his dwelling house across the common side lot line or length, and further.

Excepting and reserving unto the Grantor, its successors and assigns, forever, an easement measuring ten (10) feet in width across the entire rear width of each residential lot in the Subdivision, said easement to be for the common use of all property owners in the development for recreational purposes and for the installation, maintenance, repair, replacement and removal of utilities and drainage facilities.

5. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, without written permission from the Grantor or its successors or assigns.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or

other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to the adjoining lot owners in the development.

7. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary container. No open fires shall be started without a written permit from the Grantor, its successors or assigns.

8. No vehicles, trailers or campers shall be abandoned or stored on the premises, nor shall any vehicles over ten tons in gross weight be driven over the roads leading into the development without a written permit from the Grantor, its successors or assigns.

9. No individual water supply or sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the state or local public health authorities.

10. No building, excavation, exterior remodeling or altering of any structure shall be commenced without obtaining written approval from the Grantor, its successors or assigns as to the location, elevation, construction material, roof and exterior color scheme and plans and design. Plans drawn to scale must be submitted in duplicate for approval. They should show dimensions of lot; lot and section number; location of buildings with respect to lot lines; location of well and septic tank on lot, and their locations with respect to wells and septic tanks on adjoining lots, construction material to be used and color schemes. State and/or County boards of Health requirements and suggestions are to be followed in matters concerning wells and septic tanks. The Grantor shall approve or disapprove the said plans within forty-five (45) days after the same have been submitted. The Grantor or its successors or assigns shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions or the rules and regulations promulgated by the said Grantor, its successors or assigns or when (1) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of

such lots or with the adjacent buildings or structures, (2) the plans and specifications submitted are incomplete, or (3) the Grantor or its successors or assigns, deems the plans, specifications or details or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject thereto, or the owners thereof. The decisions of the Grantor, its successors or assigns, shall be final. On any structure all exterior construction must be complete within one (1) year from the date of commencement.

11. No Grantee shall clear his lot of brush, trees, or anything else of an inflammable nature except after having first obtained the approval of the Grantor, its successors or assigns, in writing, such approval to specify the time and manner in which such clearing shall be made. No fires are to be started on any lot without a written permit therefore. No fires are to be started in the street at any time. All lots are sold 'as is', and all expense for clearing and removal of debris, including stumpage, from the premises shall be for the account and risk of the Grantee.

12. An association of all property owners is to be formed by the Grantor and designated by such name as may be deemed appropriate, and when formed, the Grantee covenants and agrees that Grantee, his, her or their executors, administrators, heirs and assigns, shall be bound by the By-laws, and such rules and regulations as may be duly formulated and adopted by such association.

13. The proposed lake, streets and other recreational structures and areas are for the use of lot owners; and as such, the lot owners are responsible for their allocated share of the costs of the upkeep of all improvements, streets and areas designated for common use of property owners in said subdivision. Initially, an annual dues fee of \$60.00 for each lot owner shall be paid to the Grantor, its successors or assigns, on the 1st day of March, commencing in the year following the date of the agreement of purchase. Dues assessments may be subsequently increased by the Grantor, its successors or assigns; and upon failure of payment, the owner of the lot and each successive owner of the lot authorizes and empowers any attorney of any court of record of the Commonwealth of Pennsylvania or elsewhere from time to time as many times as shall be deemed to be necessary by the Grantor, its successors or assigns, to



appear for the owner of said lot and to confess judgment against the owner of said lot for the amount then due, with or without declarations, without defalcations, with costs of suits, releases of errors, without stays of execution, with fifteen (15%) percent added, in each case, for collection fees, waives the right of inquisition on any real property which may be the subject of levy in order to collect the amount of any judgment entered pursuant hereto, thereby condemns any and all real property, authorizes the Prothonotary to enter upon Writ of Execution voluntary condemnations, authorizes the sale of any real property on Writ of Execution, waives and releases all relief from any and all appraisement or of any other state, now in force or hereafter enacted and waives the benefit of the present and any future bankruptcy law that may be enacted by the United States Government.

14. The Grantee agrees not to sell, rent, lease, or permit the premises hereby conveyed to be sold, rented, or leased excepting to persons first approved by the Grantor, its successors or assigns, for membership in the aforementioned association; nor shall signs for any purposes be erected or displayed on the premises.

15. The portion of the lands of the Grantor laid down on the recorded plan of the subdivision as streets, lakes and recreational areas are not dedicated to public use and title thereto shall remain in the Grantor subject to the right to convey to the association aforementioned with reservations, subject to the right of the Grantees and those claiming under them to use the same for ingress and egress to and from the public roads by the most direct course over the streets shown on said plan; and if and when dedicated for public use or conveyed shall be made subject to the right of the Grantor to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles within the lines of such roadways.

16. The restrictions as herein provided shall apply only to the above premises and may be changed by the Grantor, its successors or assigns, when desired by it or its successors and assigns, said restrictions being imposed for the benefit of all lot owners and the remaining lands of the Grantor and lands which may be hereafter acquired.

17. That at any time in the future, the Grantor, its successors or assigns, shall have the right to purchase said premises, if the Grantee desires to sell. If at any time the Grantee, his, her or their heirs, assigns, executors or

administrators, receive a bona tide offer for the premises and Grantee, his, her or their heirs, assigns, executors or administrators decide to accept such offer, they shall first give notice to the Grantor, and the Grantor shall have the right within forty–five (45) days from the receipt of such written notice to purchasing said premises at the price offered by such other party. Should the Grantor not exercise such option, the new Grantee shall be required to sign and be bound by a like agreement.

18. The foregoing restrictions, conditions and covenants shall apply to the Grantee, his, her or their heirs and assigns.

19. No boat docks, floats or other structures extending into the lake shall be constructed or placed into or on said lake without prior written approval of the Grantor, its successors or assigns.

20. No firearms, bows and arrows, slings or explosives shall be discharged or shot, nor shall any hunting be conducted on lots or areas not reserved for said purposes.

21. When available, all lot owners shall hook up to central water and sewage lines within six (6) months after collecting or distribution lines pass lot.

22. Additional and/or different protective covenants than those set forth above may be established by the Grantor for the properties designated commercial and multi–family dwelling on the plan of the subdivision for Section I.

THE PURPOSE OF THE RECORDING OF THESE PROTECTIVE COVENANTS, EXCEPTIONS, AND RESERVATIONS IS TO RESTATE AND MAKE AN ADDENDA TO THE PROTECTIVE COVENANTS FOR TOWAMENSING TRAILS RECORDED IN THE RECORDER OF DEEDS OFFICE IN AND FOR CARBON COUNTY, PENNSYLVANIA, IN MISC. BOOK, VOLUME 43, PAGE 169.

Filed June 1, 1971 in Misc. Book Vol. 43, Page 325

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