

SKY VIEW LAKE

LAND OWNERS ASSOCIATION, INC.

POST OFFICE BOX E • NEWFOUNDLAND, PA 18445

Phone: 570-676-0524

Email: skyviewlakeloa@gmail.com

www.skyviewlakepa.com

SKY VIEW LAKE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS

Declared: February 19, 1980 & Recorded: February 27, 1980

AMENDED

Declared: March 22, 1985 & Recorded: March 26, 1985

AMENDED

Declared: January 3, 1992 & Recorded: March 9, 1992

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
EXCEPTIONS, RESERVATIONS AND CONDITIONS

The Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions made this 19th day of February 1980 by POCONO SKY ENTERPRISES, INC., for SKYVIEW LAKE subdivision are as follows: Situate in the Township of Greene, County of Pike and State of Pennsylvania:


1. ALL lots and parcels of land in the subdivision shall be reserved and used for single family residential purposes exclusively, excepting those specifically designated by the seller as business or commercial property. ALL lots fronting on Route 390 are designated as commercial or business. ALL businesses must be approved in writing by seller.
2. NO building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line, or nearer than 20 feet to an interior line.
3. EASEMENTS for installation and maintenance of utilities and drainage facilities are reserved over the front 10 feet of each lot and side and rear 10 feet of each lot.
4. NO structures of a temporary character, trailer, basement, tent, shack, garage or barn or other out-building shall be used on any lot at any time as a residence.
5. NO animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a dog, cat or other household pet may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Animals shall not run at large or be allowed in swimming area.
6. NO lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Other waste shall be kept in sanitary containers. No unlicensed or junk vehicles shall be maintained, placed or permitted on a lot or any part thereof. There will be no outside burning without first obtaining seller's consent.
7. NO individual water supply system or individual sewage disposal system shall be permitted on any lot or building site unless such system is located, designed and constructed in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.
8. LICENSES shall be issued by the Seller for the privilege of using the lake, stream and such other recreational facilities as the Seller may provide on an annual basis for a fee not to exceed \$30.00 per year. Said licenses shall be subject to any rules and regulations set forth by the Seller. Seller shall have the right to change the aforementioned rules and regulations to protect the best interests of all concerned. Failure to pay above amount within 30 days of due date does permit Pocono Sky Enterprises to suspend use and privilege or same.
9. THE portion 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 with reservations, to any land owners association which ~~may be formed~~. Subject to the right of the purchaser and those claiming under them to use the same for ingress and egress to and from the public roads and if conveyed to an association or dedicated for public use, shall be made subject to the right of the Seller to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephone and electric poles within the lines of such roadway.
10. THE restrictions as herein provided shall apply only to the premises hereby conveyed and may be changed by the Seller when desired by it or its successors, and restrictions being imposed for the benefit of the remaining lands of the Seller and lands which may be hereafter acquired.

OFFICE OF RECORDER
AND PROTHONOTARY

11. INVALIDATION of any one of these covenants by judgment or court order shall in no way effect any of the other provisions herein, and said provisions shall remain in full force and effect.
12. 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 the written consent of the Seller.
13. 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.
14. SELLER grants to the Purchaser a minimum grace period of 60 days after the due date of any payment before the Purchaser may be declared in default and at least 14 days before the expiration of such grace period the Seller shall notify the Purchaser in writing by certified or registered mail of the amount then due under the contract and the exact expiration date of said grace period and the Purchaser shall not be deemed in default in the payment of any installment due under the contract unless and until such notice shall have been given.
15. NO trees shall be cut or removed on any lot unless approved by Seller.
16. LAKE front properties shall use aerobic septic system.
17. LAKE front property owners shall not extend docks more than 6 feet from edge of water.
18. LAKE is to be used for non-power boating.
19. SELLER, its successors and assigns, reserve the right to approve or disapprove of the erection of fences of any type or description.
20. ONCE started, all buildings must have their exteriors finished and painted within four months of the starting date and all building materials must be removed from said property by that date. Outdoor storing of appliances or building materials is forbidden except during said four month building period.
21. NO property owner will neglect his property so that it appears unsightly. Should this condition occur, property owner does agree to and permit Pocono Sky Enterprises, Inc., or home owner association, to contract our necessary clean-up or repair work. Any such work will be paid in full by property owner.
22. THAT this Agreement shall bind the Seller, its successors and assigns, and shall bind the Purchaser, their heirs, executors, administrators, successors, and assigns.
23. SIGNS. No signs of any kind shall be displayed to the public view on any lot except a professional sign or a name and house number sign of not more than one square foot.

IN WITNESS WHEREOF, Declarant has executed this declaration as of the
19th day of FEBRUARY 1980.

POCONO SKY ENTERPRISES, INC.
T/A. SKY VIEW LAKE

BY: 
Mary Brown
President



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PIKE : ss

On this 19th day of February 1980 before me the under-
signed officer, personally appeared Mary Brown, who acknowledged herself to
be the President of Pocono Sky Enterprises, Inc., trading as SKYVIEW LAKE,
a corporation, and that she as such President, being authorized to do so,
executed the foregoing instrument for the purpose herein contained, and
desired the same might be recorded as such.


Notary Public

CHARLES G. MOLINARI, Notary Public
Stroudsburg Boro, Monroe Co.
My Commission Expires Dec. 20, 1981

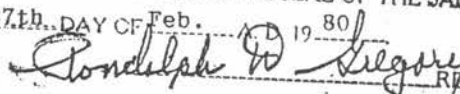


OFFICE OF RECORDS
AND PROTOTYPES

7 11 14

ENTERED AND RECORDED



STATE OF PENNSYLVANIA
COUNTY OF PIKE. SS. RECORDED IN THE OFFICE OF THE
RECORDER IN AND FOR SAID COUNTY
AND STATE IN...deed. BOOK NO. 704..... AT PAGE 128
GIVEN UNDER MY HAND AND THE SEAL OF THE SAID OFFICE
THIS ...27th DAY OF Feb. 19 80

RECORDER
DEPUTY

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS

This Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions made this 20th day of March, 1985 by POCONO SKY ENTERPRISES, INC., for SKY VIEW LAKE, subdivision situate in the Township of Greene, County of Pike and State of Pennsylvania and is an amendment to the Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions, dated February 19, 1980 and recorded February 27, 1980 in Deed Book Volume 704 page 128:

1. Plans, elevations, sketch plans, copies of sewer permit, exterior color samples, shingle color samples must be submitted to Sky View Lake along with a \$50.00 fee. Sky View will review, approve, deny, or suggest revisions of building plans within 15 days of their submission.
2. All contractors must furnish current audited financial statement and be able to show fiscal responsibility to finish project within 120 days from start. At the sole discretion of the Architectural Review Committee the contractor may be required to furnish a cash bond or other financial instrument equivalent to 50% of contract price.

The following are specifically exempt from Number 2 above:

1. Any active member of N.A.H.B. offering a HOW 10 year warranty
2. Any builder or Sky View Lakes approved builder list, with a current audited financial statement on file with the Sky View Lake office
3. Job site must be cleared of trash at least weekly. Burning by permit only. If contractor does not clean job site weekly Sky View Lake reserves right to do such cleaning and back charge contractor at a reasonable fee.
4. Plans to control water runoff and allow proper drainage along rights of way of Sky View Lake must also be submitted at time of submission of Number 1 above.

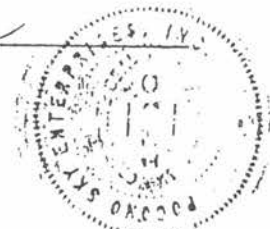
IN WITNESS WHEREOF, the said Pocono Sky Enterprises, Inc. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 22nd day of March, 1985.

POCONO SKY ENTERPRISES, INC.

ATTEST:

Gail Ann Jones

By Mary Brown
Mary Brown, President



COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Monroe ss

On this 22nd day of March, 1985 before me the undersigned officer, personally appeared Mary Brown, who acknowledged herself to be the President of POCONO SKY ENTERPRISES, trading as SKY VIEW LAKE, a corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purpose herein contained, and desired the same might be recorded as such.

OFFICE OF RECORDER & PROthonary

MAR 26 10 32 AM '85

ENTERED FOR RECORD PIKE COUNTY, PA.

Eva M Canale
Notary Public

EVA M. CANALE, Notary Public
Stroudsburg, Monroe Co., Pa.
My Commission Expires June 11, 1988



DECLARATION OF AMENDMENTS TO PROTECTIVE COVENANTS,
RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS

This Declaration of Amendments to Covenants, Restrictions, Exceptions, Reservations and Conditions shall be applicable to all sections in the Development known as Skyview Lake which is situated in the Township of Greene and County of Pike and recorded in Plot Book Volume 6 pages 176 and 246; and Plot Book Volume 7 pages 6, 42, 43, 109, 204 and 205, respectively. The Declaration of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions amended are recorded in Deed Book Volume 704 pages 128, 129 and 130 and Deed Book Volume 968 page 160.


1. A One Thousand (\$1,000.00) Dollar non-refundable fee shall be paid by the contractor to Pocono Sky Enterprises Inc., for the use of the roads in relation to the construction of a building on all lots conveyed by the Grantor.
2. A Two Thousand Five Hundred (\$2,500.00) Dollar deposit for job-site clean up shall be paid to Pocono Sky Enterprises Inc. prior to commencement of construction on all lots conveyed by the Grantor. Said deposit shall be refundable.
3. Licenses shall be issued by the seller for the privilege of using the lake, stream and such other recreational facilities as the seller may provide on an annual basis for a fee not to exceed One Hundred (\$100.00) Dollars per year. Said licenses shall be subject to any rules and regulations set forth by the seller. Seller shall have the right to change the aforementioned rules and regulations to protect the best interest of all concerned. Failure to pay above amount within Thirty (30) days of date due does permit Pocono Sky Enterprises Inc. to suspend use and privileges of same.

IN WITNESS WHEREOF, the said Pocono Sky Enterprises Inc. has caused these presents to be executed by its President and its Corporate Seal to be hereunto affixed this 3rd day of January, 1992.

POCONO SKY ENTERPRISES, INC.

ATTEST:



BY 
MARY BROWN, President

OFFICE OF RECORDER
AND PROTHONOTARY

MAR 9 10 51 AM '92

ENTERED FOR RECORD
PIKE COUNTY, PA



02625

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF PIKE :

On this the 3rd day of January 1992, before me the undersigned officer, personally appeared Mary Brown who acknowledged herself to be the President of Pocono Sky Enterprises, Inc., A Pennsylvania Corporation, trading as Sky View Lake and that she as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as President.

In Witness Whereof, I have hereunto set my hand and official seal.

Charles G. Mori
NOTARY PUBLIC

NOTARIAL SEAL
CHARLES G. MORI, Notary Public
Stroudsburg Boro, Monroe County, Pa.
My Commission Expires Dec. 28, 1993



OFFICE OF RECORDER
AND PROTHONOTARY

MAR 9 10 51 AM '92

ENTERED RECORD
PIKE COUNTY, PA

STATE OF PENNSYLVANIA
COUNTY OF PIKE SS. RECORDED IN THE OFFICE OF THE
RECORDER OF DEEDS IN AND FOR SAID COUNTY
AND STATE IN RECORD BOOK NO. 512 AT PAGE 315 & c.
GIVEN UNDER MY HAND AND SEAL OF THE SAID OFFICE
THIS 9th DAY OF MARCH A.D. 19 92.



Jayne Z. Belms RECORDER