

PWLPOA

Building Package

for

Pocono Woodland Lakes Property Owners Association

Revised: APRIL, 2004

Effective Date: MAY 15, 2004

Dear property owner/builder:

Enclosed with your Building Permit Application (page #4) you will find a copy of the *Important Notice To New Home Owners* (page #3), the *Notice To Property Owners/Builders* (pages #5 & #6), which include applicable PWLPOA Rules and Regulations that pertain to building within the Woodlands. The Schedule of Building Fees and Inspection Fees (page #7), plus a copy of the Covenants, Conditions & Restrictions (pages #9, #10 & #11) that apply to Pocono Mountain Woodland Lakes Development. Page #12 is the *Builder's Agreement*, which MUST be signed by your builder before a permit will be issued. If you, the Property Owner, are acting as your own General Contractor, you MUST sign the *Builder's Agreement*. We suggest that you have each one of your sub-contractors sign a *Builder's Agreement* and you file them with the PWLPOA office. This is for your protection should your sub-contractors commits any violations while under your employment. Additional *Builder's Agreements* may be obtained either at the PWLPOA office or from the Property Inspector.

These items are being included in an effort to alleviate any hardships or misunderstandings between you and the Building Committee and Property Inspector. It is the intention that compliance with these rules will expedite the issuance of your Building Permit and reduce, if not eliminate, any building difficulties. The Building Committee, Property Inspector and I will make ourselves available for consultation.

Best wishes and WELCOME to the Woodlands.

Sincerely,

Raymond Liebold
President

Important Notice New Homeowners

911 Emergency Number

When your home is complete and your telephone is installed, please call the office of the Pike County Communications Center at **570-296-7700** (non emergency number) and advise them of your address and new telephone number. It is very important that you do this so they may enter your number in their system for emergency calls.

In addition; please clearly post your house number at the head of your driveway (not your lot number). If you ever require emergency service, this is the only way emergency responders (fire, first aid, police, PWLPOA Security, etc.) will be able to locate your home.

Other important numbers to remember

<u>STATE POLICE:</u>	1-866-780-7299
<u>PWLPOA SECURITY:</u>	1-570-335-3618
	1-570-335-3619
	1-570-335-3620
<u>PIKE COUNTY SHERIFF:</u>	1-570-296-6459 or
	1-570-296-7700
<u>STATE DOG WARDEN:</u>	1-570-488-9562
<u>MET-ED ELECTRIC:</u>	1-888-544-4877
<u>PWLPOA MAINTENANCE:</u>	1-570-296-8513
<u>PWLPOA OFFICE:</u>	1-570-296-8511
Fax:	1-570-409-8651
E-Mail:	pwlpoa@ptd.net

APPLICATION FOR BUILDING PERMIT

EFFECTIVE DATE: JULY 1, 1997 **APPLICATION FEE:** \$15.00 **PERMIT NUMBER:** #

FEES: 1. New Construction: \$415.00 SEE PAGE #7 FOR COMPLETE LIST OF PERMIT FEES

2. Exterior alterations: - \$55.00 Sheds/decks: - \$55.00 Exterior additions: - \$115.00
\$15.00 administration fee included in all pricing

DATE OF APPLICATION: _____ / _____ / _____

OWNERS NAME: _____ **PHONE #:** _____

STREET: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

P. M. W. L. LOT #: _____ **SECTION:** _____ **STREET:** _____

CHECK ONE: **DWELLING:** **ALTERATION:** **ADDITION:** **COST :** \$ _____

STREET DRIVEWAY ENTERS FROM: _____ **TYPE OF DWELLING:** _____

TYPE OF ALTERATION OR ADDITION: _____ **# OF FLOORS** **# OF ROOMS** **# OF BATHS**

GARAGE: **YES** **NO** **ONE CAR** **TWO CAR:** **THREE CAR:**

TYPE CONSTRUCTION: **BLOCK** **LOG** **WOOD FRAME** **OTHER** **BASEMENT** **CRAWLSPACE** **SLAB**

BUILDER'S NAME: _____ **PHONE #:** _____

STREET: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

DINGMAN TOWNSHIP BUILDING PERMIT #: _____ **DATE:** _____ / _____ / _____

DINGMAN TOWNSHIP SEPTICE PERMIT #: _____ **DATE:** _____ / _____ / _____

I/We hereby apply to Pocono Woodland Lakes Property Owners Association for a Building Permit. By making this application, I/We hereby agree to be bound by and to comply with the Restrictive Covenants, By-Laws and the Rules and Regulations of Pocono Woodland Lakes Property Owners Association, Inc. and Pocono Mountain Woodland Lakes Development, and the terms and provisions set forth on this application **and all other notices contained in this package.** I/We hereby understand that if I/We fail to comply or violate the above, a Special Assessment may be levied against my/our property/ies.

(Owner's Signature)

(Co-owner's Signature)

(Witnessed by:)

Received in PWLPOA Office by: _____

Date: _____ / _____ / _____

PWLPOA Building Committee
BC-#ABP105

\crv
MSWORD - 10/21/01

NOTICE TO PROPERTY OWNERS/BUILDERS

1. Plans for **ALL** proposed **New Structures** and **Alternations** **MUST** be submitted to the Building Committee and **APPROVED** before a PWLPOA BUILDING PERMIT will be issued. Submission shall consist of copies of the following, which **will be kept at the office of PWLPOA**.
2. Site plan prepared by a Licensed Surveyor, with his seal attached, indicating the location of iron pins, septic field, well, driveway and proposed building or structure, which **MUST** conform with the setback requirements as stated in the Restrictive Covenants of Pocono Mountain Woodland Lakes Development. Any changes to the site plan will require a completely new plan displaying an Architect's seal (This requirement may be waived by the Property Inspector if the original drawings are marked showing the changes and these drawings are still legible).
3. Copies of **ALL** applicable Township and State Permits (building, well, septic, road access, etc.)
4. Complete Plans and Elevations of the Building, showing the intent of the proposed building as to **FINISHED GRADE LINES**, and exterior appearance.
5. All new structures and alterations **MUST** conform to the latest **BOCA National Building Code” and** the Codes and Regulations of Dingman Township, County of Pike, Commonwealth of Pennsylvania. In addition, all work **MUST** conform with the **Rules, Regulations, Requirements, Board Resolutions and By-Laws of Pocono Woodland Lakes Property Owners Association and the Restrictive Covenants of the Pocono Mountain Woodland Lakes Subdivision**.
6. All portions of the site not used for a building, structure, driveway, parking area and sand mound, **MUST** be left in its natural environment unless PWLPOA approval is obtained in writing.
7. Dwelling **MUST** have a first floor living area of at least **720 sq. ft.**
8. The PWLPOA Property Inspector **MUST** be called and **HIS APPROVAL GIVEN** as to which trees shall be removed. **NO** trees shall be removed except for the purpose of locating the house, driveway, sand mound and parking area. You must receiving written permission from the Property Inspector for any additional tree removals.
9. **The Builder** shall notify the PWLPOA **Property Inspector** as to when they are going to start excavating and when the builder is ready to pour the building footings and/or the foundation. No excavations, footings or foundations may be started without the Property Inspectors approval. Failure to notify the Property Inspector and receiving his written approval will result in a **STOP WORK ORDER** being issued by the Association and may necessitate the footing and/or the foundation being moved at no cost to the Association. Front property lines must be clearly marked so the Property Inspector can obtain measurements.
10. A 24-inch (in diameter) culvert pipe is required under the driveway at its entrance to all PWLPOA's roadways. Culvert pipe must be installed prior to excavating not further than 75 feet into job site. The PWLPOA Property Inspector MAY modify this requirement if he determines it necessary. All culvert pipes MUST have a smooth interior.
11. **BURNING OF DEBRIS BY BUILDERS AND/OR CONTRACTORS IS NOT PERMITTED IN POCONO MOUNTAIN WOODLAND LAKES DEVELOPMENT. ASSESSMENT TO THE PROPERTY OWNERS FOR THE VIOLATION OF THIS REGULATION BY THEIR BUILDER AND/OR CONTRACTOR IS \$1,500: WITHOUT EXCEPTION!**
12. **Under no circumstances will there be any new home construction or excavating on Sundays and Holidays.**

Hours will be as follows:

Weekdays: 7:00 a.m.-6:00 p.m.
Saturdays: 8:00 a.m.-6:00 p.m.
Holidays & Sundays: No hours and no construction at all.
13. Contractors must be aware that during the months of February, March and April there may be weeks when trucks and other equipment with a maximum gross weight of over ten (10) tons **WILL NOT** be allowed on PWLPOA

roadways. The Property Inspector and/or PWLPOA Security, prior to road closing dates will contact the Property Owners/Contractors. The Property Owner/Contractor/Builder should schedule their work accordingly. There shall be no exceptions when the roads are closed to heavy equipment. Failure to follow these road closings will result in a Special Assessment being levied against the Property Owner and a “**Stop Work Order**” **WILL BE** issued.

14. When construction is on a corner lot the 120 foot set back shall be determined in the following manner:
 - a) The Pocono Mountain Woodland Lakes or public roadway that the driveway enters from shall be considered the front of the lot and all structures must be 120 feet back from the property lines along this roadway.
 - b) No driveway shall enter from the other roadway and no structure may be constructed closer than forty (40) feet from that roadway.
 - c) All other Restrictive Covenants regarding corner lots shall remain in effect.
15. If the builder is also a Property Owner within Pocono Mountain Woodland Lakes Development he may not dispose of at the Association's collection area any construction debris generated at the building site.
16. Driveways shall be a maximum of fourteen feet (14') in width with fifteen (15) degree radiuses at entrance.
17. All exterior lighting shall conform to the following regulations and requirements:
 - a) All exterior floodlighting shall be attached to an approved structure (house, garage, shed, etc.). Floodlighting shall be shielded and/or directed as to not light an area on the ground of more then thirty feet (30') from the structure and shall not exceed the property line.
 - b) Walkway and driveway pedestal lighting shall be limited to low voltage (less then sixty (60) volts) lighting systems and lamp wattage per light shall not exceed 12 watts. The pedestals shall not exceed 12 inches (12") in heights.
 - c) Property Owner may erect one (1) light utilizing a 120 or 240 volts fixture. The fixture may be mounted on a pole or other type of structure that does not exceed six feet (6') in height. The lamp/s shall not exceed a total of more then 2400 lumens. All wiring to the pole or structure shall be run **underground** and shall conform to the **2000 National Electrical Code**.
 - d) Entrance and exit lighting mounted on house and/or other structures shall not exceed two fixtures (2) and the total lumens of both fixtures shall not exceed 900 lumens.
18. **UNDER NO CIRCUMSTANCES** shall construction equipment, vehicles and/or modular homes in transit be left on the shoulders of any PWLPOA'S roadways overnight. Doing so creates a safety hazard and violations of this rule shall result in the levying of an assessment against the Property Owner and civil action may be intuited against the builder.
19. Restrictions on Basements: Any grade level exit from the basement **MUST** face either a side or rear of the Lot.
20. Building Height: The total height of the structure shall not exceed thirty-five feet (35) from the defined grade point to the peak or highest point of the structure.
21. Phone number of Liability Ins. Company to be on file along with policy number.
22. Dumpsters must be in place at jobsites for cleanliness of jobsite.
23. Port-a-san must be in place at jobsite.

The Property Owner/Contractor/Builder is responsible for familiarizing themselves completely with the requirements contained in the deed to the Lot and the original purchaser's agreement. Please mail your application and submissions to the attention of the Building Committee, PWLPOA, P.O. Box C, Milford, PA, 18337. Checks should be made payable to PWLPOA and should be included with your application for a permit.

PWLPOA Schedule of Building Fees & Inspections

1. New Construction: Permit Fee: \$415.00
Includes five (5) inspections ***
 - a) Plan review/site inspection including set backs and tree removal:
 - b) Staking of structure foundation:
 - c) Inspection of dug foundation before pouring of concrete:
 - d) Inspection of footings after pour:
 - e) Final inspection after structure is complete.
2. Interior renovations: PWLPOA permit not required. Township permit required
3. Exterior Alterations: Permit Fee: \$55.00
Includes two (2) inspections ***
 - a) Plan review/site inspection including setbacks and tree removal:
 - b) Final inspection.
4. Sheds over 100 square feet and decks of any size: Permit Fee: \$55.00
Includes two (2) inspections ***
 - a) Plan review/site inspection including setbacks and tree removal:
 - b) Final inspection
5. Garage and other exterior additions: Permit Fee: \$115.00
Includes five (5) inspections ***
 - a) Plan review/site inspection including set backs and tree removal:
 - b) Staking of structure foundation:
 - c) Inspection of dug foundation before pouring of concrete:
 - d) Inspection of footings after pour:
 - e) Final inspection after structure is complete.
6. Violation of 10 ton limit when roads are closed - \$1,000.00 assessment.
7. Stop Work Order - \$500.00 assessment, up to \$500.00 per day.

After any construction requiring a PWLPOA permit is complete, a copy of the Dingman Township **Certificate of Occupancy** shall be filed with the PWLPOA business office within ONE MONTH after it is issued. PWLPOA'S Property Inspector shall then conduct his/her final inspection within two (2) weeks of notice that the *Certificate of Occupancy* has been issued. If structure appears complete, is occupied or being otherwise utilized and no *Certificate of Occupancy* has been filed with the PWLPOA office, there shall be a monthly inspection until such *Certificate of Occupancy* is filed. There shall be a fee of \$20.00 per inspection. If at the time of Final Inspection the property has not been cleaned up of construction debris, an assessment shall be filed against the Property Owner as per the Rules and Regulations of PWLPOA and the Restrictive Covenants of PMWL Development

*** If during any inspection the Property Inspector fails that inspection, there shall be a \$20.00 fee for any/all follow-up inspections.

CLARIFICATIONS

The SELLER as referred to in the Conditions, Covenants and Restrictions of Pocono Mountain Woodland Lakes, Inc. , is a Pennsylvania Corporation and the original sub-divider of Pocono Mountain Woodland Lakes Development.

Any person or entity who owns a Lot within the Development and is conveying said Lot or Lots to another person or entity , is NOT the SELLER that is referred to in the aforesaid Conditions, Covenants and Restrictions, but is simply a Purchaser as referred to in the aforesaid Conditions, Covenants and Restrictions conveying their Lot or Lots to another purchaser. NO purchaser is authorized to and shall not collect any Dues, Assessments or Fees on behalf of the SELLER or Pocono Woodland Lakes Property Owners Association, Inc.

POCONO MOUNTAIN WOODLAND LAKES COMMUNITY ASSOCIATION and POCONO MOUNTAIN WOODLAND LAKES ASSOCIATION as referred to in the aforesaid Conditions, Covenants and Restrictions is now known as POCONO WOODLAND LAKES PROPERTY OWNERS ASSOCIATION, INC.

DEFINITIONS

The following definitions are being supplied to assist you in understanding the building requirements of the Pocono Woodland Lakes Property Owners Association, Inc.

1. Definition of a Basement: to be considered the basement to a structure there must be 51% or more of its exterior walls below finished grade as defined in paragraph #2 of these definitions. If 50% or more of its exterior walls are exposed above finished grade it will be considered the 1st floor of the structure.
2. Grade Point: Is defined as the mid-point between the high and low points of the exterior finished grade around the perimeter of the basement walls.

CONDITIONS, COVENANTS AND RESTRICTIONS

The following Conditions, Covenants and Restrictions are contained in an instrument recorded in the Office of the Clerk of the County of Pike, Commonwealth of Pennsylvania on July 12, 1973 and various other dates. They shall be perpetual unless otherwise' specified and shall apply to the entire subdivision known as **POCONO MOUNTAIN WOODLAND LAKES**.

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 (1) detached single-family dwelling and a private garage for not more than three (3) cars.
2. No building shall be located on any Lot nearer than 120 feet to the front line or nearer than fifteen (15) feet to any side yard line or nearer than thirty (30) feet to any combined side yard or nearer than twenty-five (25) feet to any rear Lot line.
3. Easements for installations and maintenance of utilities and drainage facilities are reserved over the front ten (10) feet of each Lot and side and rear five (5) feet of each Lot.
4. No structure of any temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence, either temporarily or permanently.
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 purpose.
6. No Lot shall be used or maintained as a dumping ground for any rubbish, trash, garbage or other waste shall be kept in sanitary containers. No motor vehicle or any substantial part of one shall be kept on any Lot unless they are currently licensed for operation on public highways.
7. No individual water supply 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 and/or local public health authorities.
8. No individual sewage disposal system shall be permitted on any Lot or building site unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of the State and/or local public health authorities.
9. No building or structure, including water and sewage disposal system 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 fifteen (15) days after the same have been submitted. Such approval will not be unreasonably withheld and is subject to the requirements, standards and recommendations of the State and/or local public health authorities.
10. No excavation shall be made on the premises except for the purpose of building thereon and only at a 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, which shall not be unreasonably withheld.

11. Purchaser shall not clear the Lot of brush or trees or do any burning of any nature, whatsoever, except after having first obtained the approval of the seller, in writing. Such approval to specify the time and manner in which such clearing or burning shall be done.
12. Until dedicated to public use, title to The portion of the lands of the seller laid down on maps as streets, shall remain in the seller subject to the right of the purchaser and others and those claiming under then, to use the same for ingress and egress to and from public and community roads and 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 maintenance and control of the said private street, roadways and right of ways or some of them to Pocono Mountain Woodland Lakes Community Association, which may be formed in the future or any other group, company or corporation designated by the seller.
13. The purchaser agrees not to permit signs for advertising purposes to be erected or maintained on the premises.
14. The purchaser agrees to join the Pocono Mountain Woodland Lakes Association, if; as when same is formed and to maintain such membership and pay one (1) such annual fees and dues as the Association may by its By-Laws prescribe, (i.e.) such assessments as the Association may charge for the repair and maintenance of the streets and roads and other common facilities, if any. It is understood and agreed that the seller, being a member of the Association by virtue of the lands owned by the seller, will not be liable for such annual fees and dues, assessments and charges. The purchaser hereby agrees to require as a condition precedent to the sale of the premises hereby conveyed, that any subsequent purchaser should join the aforesaid Association.
15. Until such time as grantee joins the Property Owners Association and begins paying its charges and dues, each Lot owner shall pay to The seller the sum of ninety (\$90.00) dollars per year for road maintenance, snow removal, etc.
16. Anyone making a nuisance of himself or herself, shall at the discretion of the seller, be denied the privileges at the, recreational facilities for a limited period of time.
17. It is covenanted that the seller shall have the right after giving five (5) days notice to the purchaser, to enter the premises upon which any structure or nuisance having been erected or maintained contrary to any of these covenants and remove said objectionable structure or nuisance without liability for damage for such action, assessing the reasonable cost thereof against the owner.
18. All sewage disposal systems shall be constructed in accordance with recommended standards of the public health authorities, sewage disposal systems will not be installed within fifty (50) feet of any body of water or water course, or within ten (10) feet of any Lot line.
- 19 Corner Lots shall be subject to sight easements over a triangle, the legs of which are thirty (30) feet measured along the street right of way lines from their point of intersection.
20. The seller shall have the right to change, amend or modify these covenants so long as the change, amendments or modification does not alter the residential nature of the development

or deprive the purchaser of his frontage or of ingress or egress over the street or road upon which his Lot fronts to a public highway or road.

21. Failure to promptly enforce any of the foregoing restrictions, conditions or covenants shall not be deemed a waiver of the right to do so thereafter, as to any continuing subsequent or other violation.
22. These Conditions, Covenants and Restrictions shall bind the seller, its successors and assigns, and shall bind the purchaser and the heirs, executors, administrators, successors and assigns of the purchaser to all the requirements contained herein.

END

BUILDER'S AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20____ by and between POCONO WOODLAND LAKES PROPERTY OWNERS ASSOCIATION, Inc., P.O. Box C, Milford Pennsylvania 18337,

hereinafter referred to as the "**Association**" and:

NAME: _____

STREET: _____

CITY: _____ STATE: _____ ZIP: _____

Hereinafter referred to as the "**Builder**:"

1. In consideration of having been granted authorization to build within the subdivision known as Pocono Mountain Woodland Lakes, the Builder hereby acknowledges that he is familiar with all of the Restrictive Covenants concerning properties in said subdivision and the By-Laws, Rules and Regulations of the Association as same may concern construction within said subdivision.
2. That the Builder does hereby agree to comply with all rules and regulations of the Association as aforesaid, and does hereby agree to comply with the Restrictive Covenants as same may affect the properties within said subdivision.
3. That should the Builder and/or his sub-contractors, in any way cause damage to any Community Property or the property of any Property Owner within the subdivision, the Builder does hereby agree that he shall be liable for such damage and shall pay to the Association or the individual Property Owner whose property has been damaged, as the case may be, the fair cost for any loss occasioned by them as a result of The Builder's activity.
4. The Association reserves the right to conduct such inspections of the property as are reasonable to assure compliance with the deed restrictions, and the Association By-Laws, Rules and Regulations.
5. That the Builder shall not start any construction (including Lot clearing, driveway work, excavation, etc.) until a **valid Association Building Permit** has been issued to the Property Owner and the appropriate fees paid.
6. That the Builder has read the "**Notice to Property Owners/Builders**" (**Bulletin # BC-NTB105**) as put out by the Association and hereby agrees to its text as it is therein written.
7. The Builder shall accept final responsibility for having the correct setback measurement.
8. Videotaping of construction sites before excavating and during periodic inspections, and after job is done for roadway damage. Contractor will be held liable for any roadway damage.
9. Before any work is performed, any homeowner giving permission for use of their house for toilet must submit a handwritten letter of approval.

Builder's Authorized Signature & Seal