

**MT. POCAHONTAS  
PROPERTY OWNERS  
ASSOCIATION**

**ARCHITECTURAL STANDARDS  
AND REGULATIONS**

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# **M.P.P.O.A.**

## **Architectural Standards & Regulations**

### **Article I**

#### **(Section1) Introduction**

The Mount Pocahontas Property Owners Association (here after referred to M.P.P.O.A.) has adopted these standards & regulations to provide architectural control and oversight in the M.P.P.O.A. community in furtherance of legal rights and obligations stated in the M.P.P.O.A. covenant and in furtherance of legal rights and obligations stated in the adopted by-laws of M.P.P.O.A. and to carry out the following objectives:

- A. Assist in the improvement and promotion of the Community, which are designed for healthful and harmonious residential and recreational living;
- B. Promote, assist and encourage the collective interests of all owners in the community;
- C. Promote and maintain the natural beauty of the physical environment in the community;
- D. Prevent harm to the environment or to property values or other adverse effect by nuisance or other conditions detrimental to the health and welfare of the owners;
- E. Authorize actions as may be desirable and necessary to prevent or abate any conditions which are inconsistent with the standards, Bylaws, M.P.P.O.A. Covenant, and applicable laws;
- F. Aid and cooperate with the owners of lots and houses in the communities in the enforcement of regulations and restrictions of the community as now exist, or as may be adopted in the future;

### **Article I**

#### **(Section2) Definitions**

- A “Architectural” shall mean comparable in quality of design and detail as would be produced in the offices of a registered architect.
- B “Association” shall mean the Mount Pocahontas Property Owners Association.
- C “Board” shall mean the currently elected or appointed board of directors for the Mount Pocahontas Property Owners Association.

- D “Buildings” shall mean structures intended for single family residential use or accessory uses.
- E “By-laws” shall mean the by-laws of the association, as amended.
- F “Community” shall mean the area occupied by the Mount Pocahontas Property Owners Association and the residents there in.
- G “Deed Restrictions” shall mean the common set of covenants, conditions and restrictions in deeds for residential lots in the community.
- H “Harmonious” shall mean the state of being architecturally and environmentally compatible, and in compliance with the design review objectives stated in Article I, Section 1 of these standards.
- I. “Improvement” shall mean to change in either design or character from existing or prior condition.
- J. “Neighborhood” shall mean the amenities, residential lots and improvements within wintertime sight or separated by not less than seven intervening lots on either side of the same street, whichever is greater, of any proposed or existing improvement on a residential lot.
- K. “Owner” shall mean any and all owners of a residential lot in the community.
- L. “Permit” shall mean the written authorization(s) from M.P.P.O.A. to make improvements to a lot.
- M. “Residential” shall mean approved for improvement and use as a single-family dwelling house.
- N. “Similar Color” or “identical color” shall mean substantially similar or identical color based on color and value on chip as provided by the stain/paint manufacturer.
- O. “Similar Design” shall mean designs with substantially similar exterior architectural features, such as elevation, relief, material and color, including mirror image, reversed designs.
- P. “single family home” shall mean a dwelling occupied by a single family unit.
- Q. “standard” or “standards” shall mean these architectural standards and requirements.
- R. “structural” shall mean architectural elements that involve actual framework of the structure or that noticeably change the outward appearance of the structure.

**Article II**  
**(Section 1)**  
**Requirements for Improved Properties**

M.P.P.O.A. approval is required for all proposed improvements to any property in the community. A completed building permit must be signed and approved by the Director of Architecture and one other M.P.P.O.A. board member prior to the beginning of any work. A copy of the M.P.P.O.A. building permit can be obtained from the office.

- A. **Setback Requirements;**  
M.P.P.O.A. strongly recommends that no structure whether permanent or temporary or other, shall be located nearer than fifty (50) feet to the front boundary line or nearer than twenty (20) feet to any side boundary. Setback requirements have been articulated in the M.P.P.O.A. Covenant (see appendix A). Failure to comply with setback requirements could result in either relocation or removal of structures at owners' expense. The location of structures on a property must also meet Penn Forest Township regulations. M.P.P.O.A. setback requirements may not necessarily be the same as that of Penn Forrest Township. Consult with your builder or Penn Forest Township prior to locating structures.
  
- B. **Single Family Dwelling;**  
A single-family dwelling shall be no less than 1600 sq./ft. of living area unless otherwise approved by the M.P.P.O.A. board of directors. Living area shall be defined as a finished living space. Garages and areas with concrete floors and/or exposed cinder block or concrete walls are not considered living area. Questionable areas will be decided upon by the board of directors.
  
- C. **Additions;**  
Additions are required to meet the same standards and regulations as any permanent structure. All of the same permitting and application procedures will apply.
  
- D. **Garages & Sheds;**  
Sheds will be no larger than 12' x 16' (192 sq./ft) x 12' high. Structures larger than this are deemed a garage and a permanent structure. All permanent structures must be built on a footer below the frost line. Sheds may be put up on cinder blocks or a level grade of crushed modified stone. Sheds will never be attached to a permanent structure.
  
- E. **Exteriors;**
  - 1. 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 being used shall be of earth tones such as browns, greens and grays or others. Exteriors shall be unique in design and shall have no less than 4 structural features different from any other homes within 1000 feet.

- F. Heating;  
Submitted architectural plans must include type & location of all heating devices including furnaces, pumps, baseboard heaters, fireplaces, wood stoves and interior or exterior fuel tanks. All submitted heating designs must be of the most current practices. Heating systems must be safety conscious as well as ecologically conservative and economically efficient. Plans not meeting these requirements by the judgement of the Director of Architecture or his appointee will be rejected.
- G Electrical;  
1. Outdoor lighting is encouraged for safety but must be directional and/or restricted as to not be a nuisance to neighbors.  
2. Exterior electrical junction boxes must be of metal construction and an appropriate exterior conduit must protect wires connecting such boxes.  
3. Extension cords are for temporary use only and shall not remain outside for any extended period of time.
- H. Septic and Well;  
1. Septic systems and wells must meet all Penn Forest Township regulations.  
2. Septic systems must be adequate for the total number of people residing on premises.  
3. Septic systems (including all percolation test pits) must be located in the rear of the property, unless otherwise approved by the MPPOA board of directors. The rear of the property is defined as being more than 2/3 the distance of the property from the street the lot is located on.  
4. Owners are required to maintain their septic systems in proper working order.
- I. Tree Removal  
After a lot has been improved, construction completed and only after residency has been taken; a lot owner may remove trees from their property as needed. No application or fee will be required.

**Article II  
(Section 2)**

**Provisions Applicable During Construction or Improvement**

A. Application Posting;

Lot owners and contractors are required to have a copy of their approved M.P.P.O.A. application posted on site at all times during the construction or improvement of a lot. Posted documentation should be located with their Penn Forrest Township application and be protected from inclement weather. Beginning construction or any lot improvement without first receiving M.P.P.O.A. written permission is a violation of the Mount Pocahontas Covenant and these Standards and Regulations.

B. Construction Restrictions;

No heavy equipment or trucks are permitted in the community from February 15<sup>th</sup> through April 15<sup>th</sup>. Construction from this time is limited to that of a light hand tool nature.

C. Removal of Debris;

Owners must haul away or cause to be hauled away all construction debris. No burning or burying of the material is permitted. If the lot is not cleaned 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.

D. Drainage Culverts;

The Director of Architecture may require owners to prepare drainage plans, and call for installation of drainage culverts and headwalls in locations where driveways or other improvements may impede proper flow of surface water and 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.

E. Lot Clearing and Tree Removal;

No lot shall be cleared of brush or trees without written permission from the association. (see Appendix A – M.P.P.O.A. Covenant – Item 10) Permission will be granted by the issuance of a green card. This card will contain emergency contact information for the benefit of both the association and the individuals performing the lot clearing operation. The card will also denote (4) dates that the actual work will be performed. Work will only be done on these dates. If the work is not completed within these 4 dates the lot owner must re-apply for a new green card. The association will charge a \$50 fee for the issuance of each green card.

1. Lot owners or contractors will only remove the minimum amount of trees needed in order to safely complete construction. Any further desire to remove trees will require the submittal of a landscaping plan to be approved by the Director of Architecture & one current board member. This landscaping plan will require the intended replacement of at least 20% of the trees.
2. An effort is required on the part of those developing lots to maintain the natural habitats of local wildlife and to preserve the natural beauty of the Pocono's.
3. After permission is given from the association to clear an entire lot, it will be the lot owner's responsibility to complete proposed landscaping within one year.
4. Lot clearing operations will only be performed between the hours of 9:00 AM and 6:00 PM.
5. Individuals on site are required to have their M.P.P.O.A. issued green card on hand at all times.
6. Lot owners and/or contractors are required to leave a minimum of twenty (20) feet of existing trees in between their proposed structure and the front border for privacy. In addition, corner lots will be required to maintain a minimum of ten (10) feet of existing trees on the side adjacent to streets. Removal of trees in these areas is reserved solely for driveways (maximum 20' wide) and utilities.

F. Well Drilling;

1. Lot owners are required to receive written permission from the association prior to the drilling of any well(s). It will be the lot owner's responsibility to ensure that the well drilling operators adhere to the following regulations. Failure to do so will result in the lot owner assuming blame and receiving all possible fines.
  - A. The association will grant permission to drill wells by the issuance of a red card. The association will charge a \$50 fee for the issuance of the first red card. This card will contain emergency contact information for the benefit of both the association and the individuals performing the drilling operation. The card will also denote the actual date that the work will be performed.
  - B. Drilling and preparation to drill will only take place on the date denoted on the issued red card. If the work is not completed on this date either the lot owner or well drillers may exchange their red card for a new one at no charge.
  - C. Wells will only be drilled by a licensed and state certified drilling operation.
  - D. The association will require the well drilling operation to provide proof of insurance prior issuance of a red card.
  - E. Individuals on site are required to have their M.P.P.O.A. issued red card on hand at all times.

2. Wells will be for fresh drinking water only.

G. Sanitation;

Lot owners and their respective contractors are required to have dumpsters and portable enclosed temporary toilet facilities on all active work sites.

**Article II**  
**(Section 3)**  
**Provisions Applicable at All Times**

A. Signs;

1. No signs of any kind shall be erected on any lot, or attached to, or displayed at any home except for an identifying plaque signifying the owners by name. This sign must not be larger than 2 square feet. For example, two acceptable sizes are 12 inches by 24 inches or 16 inches by 18 inches. An additional sign measuring 6 inches by 18 inches may be added to the owner's identifying plaque to display a street address.
2. All residents are required to display their street address on either their residence or on a posted sign near the street front of their property. This street number address must be visible from the street. Numbers fixed or painted on a house must be a minimum of 5" high. Numbers fixed or painted on a roadside sign must be a minimum of 3" high.
3. Contractors may erect temporary signs denoting their business while work is being done. Signs of this nature will be no larger than 36" x 48". Contractor signs will be removed immediately after completion of work.

B. Maintenance.

Owners shall maintain all building exteriors and residential lots in a neat and attractive manner and in good order and repair. Sound property maintenance includes but is not limited to: overgrown properties, properties in disrepair, excessive or intrusive lighting, inadequate provisions for refuse disposal, yard clutter, home in need of paint or stain, partially downed trees.

C. Poorly Maintained Properties;

Owners of houses and/or grounds that are inadequately maintained under these regulations so that they, for example, constitute a health or safety hazard, or have a detrimental visual effect on the community 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 will authorize the club to take appropriate actions and impose sanctions. The M.P.P.O.A board of directors will make decisions regarding what constitutes a property in need of maintenance and what corrective actions are required.

D. Damaged Structures

The owner shall make damaged structure secure and weather-tight promptly after damage to or destruction of portions of the improvements on a lot, and shall complete repair of the improvements or removal of debris from the lot within sixty (60) days of the casualty. After this time, the homeowner must request an extension from the M.P.P.O.A. board of directors, stating the reasons for the extension. If the owner fails to comply with these requirements, or in case of an emergency, M.P.P.O.A. may exercise self-help to secure and protect the improvements on an owner's lot, and shall have a lien the reasonable costs of this work.

E. Violations;

Owners who violate these standards are subject to disciplinary action by the Mount Pocahontas Property Owners Association. The association may sanction an owner using any or all of the following measures, as the offense merits:

1. Recommend to the board of directors an imposition of a fine not to exceed \$1000.00 for each violation, plus the cost of reparations or restitution. Each month of a continuing violation may at the discretion of the board of directors constitute a new violation, provided separate notice is given.
2. Recommend suspension of the owner's club privileges, and of those claiming club privileges through the owner, to the board, for a period of time as the board of directors may deem just, or for so long as any violation continues. Where the violation is repeated or is considered otherwise intentional, disorderly, or hostile and against the best interests or objectives of the club, its members or assets, an owner's failure to make reparations shall be deemed sufficient grounds for suspension of club privileges until the owner takes corrective action to remove or correct the violation.

**Article III  
(Section 1)**

**Application, Procedures, Violations and Enforcement**

A. M.P.P.O.A. Approval is Required;

1. In accordance with article II, all persons desiring to change or construct any improvement to a lot, or to make any structural alterations or changes to a dwelling shall apply to the association through the office by requesting and completing the appropriate application forms and submitting the associated documents and the required fee. If the application complies with these standards, the plans may be approved by the Director of Architecture and issued by the Mount Pocahontas Property Owners Association.

2. It shall be a violation of these standards and the deed restrictions for any person to proceed with erection, alteration, enlargement, demolition of improvements or changes on property in the community without prior approval from M.P.P.O.A.. In cases where other permits are required by the township, county, state or federal government or by other agencies with jurisdiction, those permits shall be obtained and copies provided when the application for approval under these standards is made.

B. Fees and Requirements;

1. The Director of Architecture shall grant approvals only upon written application and proper documentation accompanied by the applicable filing fee and required security deposits. Checks should be made payable to Mt. Pocahontas Property Owners Association.
2. All documentation submitted with applications becomes the property of M.P.P.O.A. and will be kept on file for future reference. Submitted materials including Applications, Architectural Drawings and Permits will not be returned even if an application for an approval is denied.
3. If an application for building permit is refused approval, the Association will reimburse the applicant the full amount of paid application fees and return any monies for security deposit.
4. If an application is approved the permission shall be granted to improve a lot. The Director of Architecture shall signify approval by signing off in the appropriate area of the building permit application. This approval and grant of permission to improve a lot shall be valid for 12 months.
5. The Director of Architecture shall approve or disapprove applications within fifteen (15) days after receiving all required information. If the Director of Architecture disapproves an application, then the Director of Architecture shall give notice to the applicant stating the reasons for the disapproval noting the applicable sections of these standards.
6. All building exterior construction, painting, finish grading and removal of construction materials shall be completed within one hundred eighty (180) days of the start of work, which is defined to be the time at which any site work, including clearing, is begun. All landscaping and driveway work shall be completed within one year of the start of work. The contractor will notify the inspector in writing of the starting date of construction.
7. 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.

8. Filing fees are established annually by the board and are payable only to the association.
9. Approval and/or fees are not required for minor interior repairs or alterations where there is no change in the exterior architectural appearance of the building.
10. Owners are required to allow a walk through inspection by the M.P.P.O.A. director of Architecture or his appointee to verify compliance with these standards & regulations and to verify that proposed designs on submitted plans were adhered to. This inspection should take place before owner takes up occupancy. Failure to comply with inspection can result in disciplinary action by the association including fines. This inspection can be waved at the discretion of the Director of Architecture.

C. Filing Documents;

1. An owner shall submit an application for approval to the M.P.P.O.A. office on forms supplied by the association. The application shall be completed and accompanied by two (2) sets of architectural plans with full specifications setting forth the extent and character of the work. These plans shall include:
  - A. Elevation plans showing all exterior features of structure.
  - B. Floor plans with overall dimensions.
  - C. All rooms including sizes are noted on drawings.
  - D. Location and description of all heating devices including (but not limited to) tanks, radiators, solar panels, fireplaces, furnaces, and/or wiring for radiant heat flooring.
2. Architectural quality plans and specifications shall have attached to them a certified plot plan prepared or approved by a Pennsylvania licensed land surveyor or engineer. At the discretion of the Director of Architecture, a legible copy of the plot plan on file with Penn Forest Township or Carbon county will be accepted as a suitable substitute. The plot plan must show the size and location of the dwelling and other exterior components (driveway, existing water courses, well, septic system) in their proposed locations, their exact relation to the lot and street lines, the existing grade of the lot, and any existing drainage features on the lot. Adjacent streets must be shown on the plot plan.
3. After approval of any plans and specifications, one approved set of plans shall be retained by the association office. No change shall be made in the approved plot plan, approved architectural plans or specifications without the further approval from the M.P.P.O.A..

4. No preliminary rough sketches incomplete designs or photocopies of stock sketches will be accepted as part of any application.
5. Drawings and prints shall be prepared specifically for each site or lot. Each drawing and print must completely identify the lot's location, the owner's and contractor's full name and full address and the name of the engineer, architect or draftsman who prepared each drawing. Plans and elevations shall be prepared in 1/4 inch to one foot scale. Plot plans should be to the largest practicable scale.

D. Change of Application After Approval Is Granted;

Once an approval is granted and the applicant desires to alter or deviate either material or design from the approved plot plan, approved architectural plans or specifications, the applicant shall notify the Director of Architecture in writing the proposed change(s) in the plans and/or the specifications and shall file the modified plans and/or specifications with the association. The applicant shall not proceed with any work in connection with those changes until receiving written approval.

E. Approval of Change of Application;

A change of application will be approved or rejected by the Director of Architecture 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. The Director of Architecture shall hold the right to request further details of proposed changes and the right to deny approval of proposed changes until such time as all information required is received.

F. Contractor Financial Responsibility;

1. All general contractors involved in the construction or improvement of lots or dwellings in the community who has constructed five (5) or fewer houses in the community in the past three (3) years must provide M.P.P.O.A. with evidence of financial responsibility in the form of financial/insurance statements, duly certified by a public accountant. The association may, in its sole discretion, request other data or additional information regarding previous work completed by the contractor as it may deem necessary for a reasonable determination of the contractor's financial responsibility.
2. All owners are encouraged to engage a reliable general contractor of proven ability, competence and financial responsibility, with a history of building in the community, to insure proper completion of the work contracted.

3. The owner's selection of the contractor and the actual construction of improvements shall be done at the sole risk of the owner and shall be the owner's sole responsibility. M.P.P.O.A. approval of the application shall in no way be construed to make the association, its officers, agents and employees, including the Director of Architecture, liable for the performance or supervision of the work of the contractor, or for any act of omission or commission of the contractor arising out of the performance of the contract with the owner. All inspections, reviews or other activities by the Director of Architecture, his appointee or the association under these standards shall be made for the benefit of M.P.P.O.A. only and not for the owner or any other beneficiary, and shall constitute no ground for any claim or suit by any persons against the association or the Director of Architecture, or its officers.

G. Variances;

1. M.P.P.O.A. may allow for reasonable variances from the provisions of these standards and regulations provided;
  - A. Literal application of these standards results in unnecessary hardship, as defined below;
  - B. A variance is in conformity with the general intent of these standards;
  - C. The granting of a variance will not cause substantial harm to the owners of other lots or dwellings; and
  - D. The association finds specifically in a given case that:
    - (1) 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;
    - (2) 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 and that authorization of a variance is therefore necessary to enable the reasonable use of the property;
    - (3) 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;
    - (4) 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

(5) The variance, if authorized, represents the minimum variance that will afford relief and represents the least possible modification of the standard(s) in issue.

2. In granting any variance, the association may attach reasonable conditions and safeguards as it may deem necessary to implement the purposes of these standards and the development plan.

H. Variance Procedures;

1. Lot owners requesting a variance from these standards and regulations in order to complete an improvement on their owned lot must do so in writing to M.P.P.O.A. to the attention of the Director of Architecture. Owners shall state in writing the sections of these standards and regulations in need of a variance, how said variance pertains to proposed improvements and reason(s) for an actual need for said variance. Owners shall include all pertaining information that is required such as architectural drawings, manufactures specifications, etc., that shall be required for the association to make an informed decision.
2. Upon receipt of written request for variance, the Director of Architecture will inform the M.P.P.O.A. office of a set date when this variance will be considered by the board of directors. This meeting shall be public and can be part of a monthly membership meeting. This date shall be as prompt a time as possible, but in any case shall not exceed ninety (90) days from the time of receipt. The office shall inform the lot owner in writing of the time and date of this meeting. Lot owners and/or their contractors are invited and encouraged to attend this meeting. This meeting shall only take place in the presence of the Director of Architecture to insure the M.P.P.O.A. interests.
3. Upon the set date referenced to above, the Director of Architecture or his appointee shall bring up under new business, the request for a variance. The Director of Architecture or his appointee shall read the letter from the lot owner requesting a variance. The board shall hear any testimony the lot owner and/or his/her contractor may have to add pertaining directly to this variance. The Director of Architecture shall voice the concerns to and from the community. The board of directors shall consider all testimony and presented information and either vote for a decision to grant a variance or if need be; table the discussion until the next board meeting.

- 4 The decision to grant or deny a variance shall be based upon a majority rules vote of the board of directors. A minimum of five (5) currently elected or appointed directors are required to take a vote on variances to these architectural standards and regulations. After a vote as been counted and a decision rendered, the association office will inform the owner of the decision in writing within the next five (5) days. A copy of said letter will be retained on file in the M.P.P.O.A. office.
- 5 A lot owner shall have the right to appeal the board decision on any variance. This appeal should be made in writing and shall follow the same steps as a request for variances, barring the need for architectural drawings and/or other redundant information. The board will hear only one request for appeal and/or duplicate request for variance. The Director of Architecture, may at his/her discretion, void any duplicate or repetitive requests provided one other current board member is informed and agrees in writing that such a request is either repetitive or a duplicate.

I. No Conflict of Laws;

No provision of these standards shall be construed so as to conflict with local, state or federal law or regulations. These standards and regulations may be more restrictive than local, state or federal law or regulations.

J. Disclaimer;

Neither the Director of Architecture, his appointee(s), the association or its staff, officers, and directors, nor any 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 association, nor for any defects in any work done.

K. Entry Rights;

The Director of Architecture or as directed their appointee shall have the right, between start and finish of construction, to enter upon the grounds of any property at reasonable hours to perform their duties, to inspect the exterior of the buildings or to ascertain compliance with the proposed designs, deed restrictions, and these standards and regulations.

L. Violations and Notice of Violations;

1. Any lot owner found to be in violation shall be made aware of all observed violations in writing by means of a letter of notice from the association. This letter will be drafted at the direction of the board of directors.

2. This letter will identify the lot number, street and owner by name. This letter will also site specific areas of these standards and regulations in violation and will provide the lot owner in violation with the corrective action needed to bring his/her property into accordance with these standards and regulations.
3. Lot owners will have thirty (30) days to respond to this letter either in person, in writing or by corrective action to bring their lot into accordance with these standards and regulations. Thirty (30) days after the issuance of a notice of violation, M.P.P.O.A. shall exercise their right to penalize lot owners and club members as described in these Standards and Regulations, the association By-laws and/or the M.P.P.O.A. Covenant.

M. Service of Notice;

1. A Notice of Violation will be served either in person by a M.P.P.O.A. board member, officer or employee; or by U.S. mail. Mailed notices shall be sent by certified mail, return receipt requested and placed on file as proof of delivery.
2. If certain situations arise, as to pose a potential hazard or danger to the safety of life or to property, to health or general welfare, the Director of Architecture may revoke an approved building permit. Such action will void any permission to improve properties, and a stop work order will be immediately imposed. This stop work order will be written and delivered to parties on site at location of potential hazard and a copy retained on file by the association office.

N. Appeal from Decision;

Any lot owner, corporation or other entity who feels aggrieved by the decision or order of the Director of Architecture or the M.P.P.O.A. board of directors shall have the right to file a written appeal to the association within thirty (30) days of the issuance of any decision or order. That person shall have the burden of proof on all issues related to the appeal. The board of directors shall hear each appeal within forty-five (45) days after filing of the appeal and shall give notice to all parties in interest of the date of the hearing on the appeal. As a general rule, this hearing will be part of new business at a monthly membership meeting, but may be addressed at a special meeting of the board of directors. The association decision and the reasons for its decision shall be filed in writing in the office within forty-five (45) days after close of hearings. The association's decision shall be mailed to all parties of record in the appeal within five (5) business days after it has been filed with the inspector.

O. Expiration of Conditional Decision;

Unless otherwise specified by the Board of Directors, any 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.

P. Penalties;

1. Any lot owner or owners who are:
  - a. Found to be in violation of these standards and regulations and/or M.P.P.O.A. covenants; and
  - b. Have been issued a notice of violation; and
  - c. Have expired the thirty (30) day limit to file a written appeal; and
  - d. Have failed to take appropriate corrective action;

Shall be fined a penalty not to exceed \$1000 for the first offense. For the second and each subsequent offense, the penalty shall not exceed \$1000. In lieu of fines, the Board of Directors may impose a suspension of Club privileges.

2. An accumulation of over three (3) offenses shall be considered sufficient grounds to prohibit any contractor from any further construction in Mt. Pocahontas until all violations are corrected and appropriate assurances are made to confirm repeated violations will not continue.
3. Payment of fines shall not constitute compensation in satisfaction of violations. Violations must be corrected, in addition to payment of fines. All work is to cease until fines are paid and the work is corrected. The penalties to be imposed under these standards shall be determined and approved by a vote of the board of directors.
4. M.P.P.O.A. reserves the right to repeat fines for violations that are not corrected. Such fines will be cumulative, and do not require a second notice of violation, but do require a separately issued citation for each violation.
5. In addition to assessing penalties, the board of directors may institute any appropriate action or proceeding to prevent the erection, construction, reconstruction, alteration, repair, conversion, maintenance or use of any improvement or to restrain, correct, abate, or prevent any violation, conduct of business, or use in or about the premises in violation of these standards or the deed restrictions.
6. 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 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.

## Appendix A

### Mount Pocahontas Property Owners Association Covenant

The above described premises are sold and conveyed by the above named Grantor and purchased and accepted by the above named Grantee as evidenced by the payment of said consideration and acceptance of this deed, as ONE lot and my not be subdivided in less than single lots, and upon, under and subject to the following express covenants and conditions and restrictions, which shall run with the land:

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, no to exceed two and one-half stories in height and a private garage for not more than three cars.
2. No dwelling shall be erected or placed on any building site having an average width of less than 75 feet. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to any side street line or nearer than 20 feet to an interior lot line.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front and rear 5 feet of each lot.
4. No structure of a 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, without written permission from the Grantor.
5. 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 purpose.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No open fires shall be started without a written permission from the Grantor.
7. No individual water supply or sewage 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.
8. No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing of the Grantor, as to location, elevation, plan 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, if any. State Board of Health requirements and suggestions are to be followed in these matters. The Grantor shall approve or disapprove the said location, elevation plan and design within 15 days after the same have been submitted.

9. All lots through which a pipeline right of way now passes, or may pass, or whose boundaries are, or may be within forty feet of the boundaries of such right of way are sold and conveyed under subject to all easements and rights of way for pipeline or pipe lines as granted by prior owners in the Chain of Title.
10. 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 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 streets at anytime. All lots are sold "as is," and all expense for clearance and removal of debris, including stumpage, from premises shall be for the account and risk of the Grantee.
11. 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 or assigns, shall be bound by the By-Laws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same.
12. 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 for membership in the aforementioned association; nor shall signs for advertising purposes be erected or maintained on the premises.
13. The portion of lands of the Grantor laid down on the map as streets 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 ingress and egress to and from the public roads by most direct course over the streets shown on said map, and if and when dedicated for public use shall be made subject to the right of Grantor 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 roadways. Should any municipal body accept the portion of the lands of the Grantor laid down on the map as street, three feet of the front of said land reserved for easements shall be added to and included in that portion of lands laid out for streets.
14. The restrictions as herein provided shall apply only to the above premises and may be changed by the Grantor when desired by it or its successors, 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.
15. The Deed, when delivered, shall give and grant to the Grantees, their heirs and assigns, the privileges of all planned recreational facilities. None of the foregoing activities are to be engaged in for any commercial purpose whatsoever.
16. That 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 the Grantees, their heirs, executors or administrators, decide to accept such offer, they shall first give notice to the Grantor and Grantor shall have the right within thirty (30) days from the receipt of such written notice of 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.

THE FOREGOING restrictions, conditions and covenants shall apply to the Grantee, his, her or their heirs and assigns.

PENN FOREST TOWNSHIP CHANGES

1997: FRONT LINE TO HOUSE – 50 FEET  
BACK LINE TO HOUSE – 50 FEET  
SIDELINE TO HOUSE – 20 FEET

2002: FRONT LINE TO HOUSE – 50 FEET  
REAR LINE TO HOUSE – 20 FEET  
SIDE LINE TO HOUSE – 15 FEET

IN CASE OF A CORNER LOT, THE SIDE YARD WHICH ABUTS A STREET SHALL NOT BE LESS THAN THIRTY (30) FEET.

**Mount Pocahontas Property Owners Association  
Building Permit & Application**

**Applicant / Owner:** please print or type all information.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Lot Number: \_\_\_\_\_ Street: \_\_\_\_\_

**Builder Information:** please print or type all information.

Company Name: \_\_\_\_\_

PA Home Improvement License # \_\_\_\_\_

Representative in Charge: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Application is hereby made to M.P.P.O.A. for permission to develop this proposed improvement to lot \_\_\_\_\_

- Single Family Dwelling       Addition       Garage  
 Deck                       Shed                       Other/Specify \_\_\_\_\_

**Initial**

**1. Proposed Architectural Plans in Duplicate:**

- a. Elevation plans showing all exterior features of structure. \_\_\_\_\_
- b. Floor plans with overall building dimensions. \_\_\_\_\_
- c. All rooms including sizes are noted on drawings. \_\_\_\_\_
- d. Location and description of all heating devices including (but not limited to) tanks, radiators, solar panels, fireplaces, furnaces, and/or wiring for radiant heat flooring. \_\_\_\_\_

**2. Plot Plan:**

- a. Location of structure from property lines. \_\_\_\_\_
- b. Well and Septic located on Plot Plan \_\_\_\_\_
- c. All septic systems must be located in the rear of the lot unless otherwise approved by the board. \_\_\_\_\_

**3. Copy of Building Permit from Penn Forest Township:** \_\_\_\_\_

**4. Copy of M.P.P.O.A. Lot Clearing Permit:** \_\_\_\_\_

I have read and understand Article II, Section 2, Paragraph E;  
And will comply with all regulations. \_\_\_\_\_

**5. Copy of M.P.P.O.A. Well Permit:** \_\_\_\_\_

I have read and understand Article II, Section 2, Paragraph F;  
And will comply with all regulations. \_\_\_\_\_

**6. Copy of Percolation Test Report:** \_\_\_\_\_

**7. Check for application fee**

\$150 for New Home Construction, Additions & Garages / \$50 for Decks or sheds \_\_\_\_\_

**8. Building Restrictions – No heavy equipment or trucks allowed between February 15<sup>th</sup> and April 15<sup>th</sup>.** \_\_\_\_\_

I / We understand that upon completion of construction all debris will be removed including but not limited to building materials, packaging, displaced trees and brush. Developers, contractors and builders are responsible for damage made to any property either public or private including access roads. Failure to comply with any of these Architectural Standards And Regulations will result in fines and/or suspension of future building privileges.

I/We have read the M.P.P.O.A. Architectural Standards and Regulations, deed restrictions and covenants running with the land, and agree to observe all conditions described there in.

**THIS PERMIT IS VALID FOR 12 MONTHS FROM THE APPROVAL DATE. IF IMPROVEMENTS/CONSTRUCTION ARE NOT COMPLETED, A NEW PERMIT APPLICATION MUST BE SUBMITTED WITH THE APROPRIATE FEES.**

**UPON COMPLETION A COPY OF THE CERTIFICATE OF OCCUPANCY MUST BE SUBMITTED TO THE OFFICE.**

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

Do Not Write Below This Line  
For M.P.P.O.A. Representatives Only

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The plans for improvement for the above mentioned lot have been reviewed, the application form suitably completed, and the application fee received. Approval and permission is hereby granted to the above referenced owner to use the private roads of M.P.P.O.A. for access, and to complete the work in accordance with the plans submitted for lot number \_\_\_\_\_.

Date \_\_\_\_\_

\_\_\_\_\_  
Director of Architecture

Date \_\_\_\_\_

\_\_\_\_\_  
Board Member

**A COPY OF THIS APPROVED APPLICATION MUST BE ON SITE AND PROTECTED FROM INCLEMENT WEATHER**