FORESTBURGH POND PROTECTIVE COVENANTS

- 1) Upon the acceptance and filing of a deed to any Grantee of any lot in the Forestburgh Pond Subdivision, the said Grantee and the heirs, successors and assigns of said Grantee shall a) become members of the Forestburgh Pond Property Owners' Association, Inc. b) have the right to use the common area located on and around Forestburgh Pond, c) for those lots that have frontage on them, have the right to use Stag Forest Road and Woodland Road for ingress and egress to the their lot and d) have the right to pay the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns, an annual charge which will be determined by the Forestburgh Pond Property Owners' Association Inc.'s annual budget for the use and maintenance of the facilities owned and provided by the Forestburgh Pond Property Owners' Association, Inc. Said charge is payable forthwith either annually or monthly as determined solely by the Forestburgh Pond Property Owners' Association, Inc. Said charge may be increased or decreased by the Forestburgh Pond Property Owners' Association, Inc. Such use of said facilities is subject to the reasonable rules and regulations of the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns. The charge for such use shall constitute a debt which may be collected in any Court of competent jurisdiction and upon the conveyance of any of the land described herein the successive owner or owners shall from the time of acquiring title, be deemed to have covenanted and agreed to pay to the Forestburgh Pond Property Owners' Association, Inc., its successors and assigns all charges past or future as provided in this paragraph. This charge shall become a lien on the land and shall continue to be such lien until fully paid; provided, however, that such lien shall be subordinated to a first mortgage to the lot owner.
- 2) The premises conveyed shall only be used for single family (residential) homes or non-commercial recreational uses. One single family dwelling shall be allowed per parcel.
- 3) Grantee agrees to keep this lot in a good and sanitary condition and shall not use it as a dumping ground for trash and rubbish. The outside placement or storage of un-registered vehicles is prohibited.
- 4) Single wide mobile homes are not allowed
- 5) No camping trailers, tents, or other recreational or temporary living quarters will be allowed on the premises except for the purpose of camping for temporary periods, not to exceed ninety (90) days per calendar year. Such camping trailers or other recreational vehicles must have fully self contained sanitary facilities or sanitary facilities connected to an approved septic system. All camping trailers, tents, or other recreational or temporary living quarters allowed under this section must be removed from the premises at the end of the ninety (90) day period, except that legally registered recreational vehicles may be stored upon the premises if a permanent dwelling exists on the lot.
- 6) No parcel shall be further subdivided.





