

**LAKE IN THE CLOUDS PROPERTY OWNERS ASSOCIATION
("LITC POA" or the "Association")**

SCHEDULE B

UPDATED AND APPROVED MARCH 2023

NEW CONSTRUCTION REQUIREMENTS

NOTICE: THIRD PARTY CONTRACTORS AND HOMEOWNER ARE HEREIN COLLECTIVELY REFERRED TO AS "CONTRACTOR".

CONSTRUCTION IS DEFINED AS ANY NEW CONTRUCTION, LOT IMPROVEMENTS OR ALTERATIONS, DRIVEWAYS, GRADING, SEWAGE SYSTEM, WATER SYSTEM, FENCES, DOCKS AND TREE REMOVAL.

Please be aware that prior to the start of any new Construction, including the clearing of any trees in preparation, the unit owner(s) must obtain a permit from the LITC POA. Such permit will be issued upon review and approval, not to be unreasonably withheld, of the proposed construction plans, color scheme, site maps, and the receipt of the required insurance certificate, and applicable Barrett or Greentown permits: that indicate compliance with the following requirements:

1. All Construction must be performed in compliance with the greater of the then applicable building requirements as set forth by the applicable township in which the unit is located or those stated in the LITC POA in Schedule B, herein, Schedule A and in the Rules and Regulations.
2. Contractor shall be required to issue a copy of insurance certificate to the Association naming LITC as additional insured. LITC POA will not be liable for any damage or injuries incurred by Contractor at any time. A sample insurance certificate is shown in Exhibit 1.
3. Contractors must obey the posted 20 mph speed limit.
4. A drain pipe of 8" or larger shall be installed at the road edge of the driveway to maintain proper drainage (Per Schedule A #4) .
5. Exterior color scheme of homes is to be in keeping with the natural scheme of the area.
6. All detached, nonresidential outbuildings, garages, sheds or other such structures must be constructed according to the current construction requirements as found herein. In addition, no detached structure may exceed one story in height or be larger than 30' X 30' (2-1/2 car garage size.) Exceptions to this regulation are subject to approval. Any secondary structure as defined herein must be located on the same lot as the primary original dwelling or on an adjacent lot that has been combined with the primary dwelling lot.

7. Per the Association Rules and Regulations, no logging of any kind is permitted. Only those trees whose removal is required for the construction of a new home, are dead, or are in danger to a home or road may be cut. Trees that are cut down to enable new construction that may potentially cause erosion or silt filtering into the lake must be replanted or suitable ground cover must be planted. No cutting may commence without written approval from the LITC POA Board of Directors.
8. All trash and debris must be contained at all times no burning of construction debris is allowed. In the event of any fire, township authorities will be notified, and a fine of \$500.00 for any violation will be levied.
9. It is the responsibility of the homeowner that all dwellings should be exteriorly completed, under roof, and unit free of all debris twelve (12) months from the start of construction, as per LITC's Building Permit. A penalty of \$500.00 to the homeowner will be levied for each home not completed within this period. An additional \$500.00 fine will be imposed at the end of every six-month period until the home is completed.
10. When the approved construction is completed, the Contractor shall notify the Building Chairperson requesting an inspection. The Building and Road Chairperson(s) will then inspect the construction and roads. If the roads are not left in satisfactory condition, the Contractor will be notified in writing of required repairs. The property owner has the obligation to repair any portions of the damaged road (s) to prior condition, or to reimburse the LITC POA for all costs to do same. If undertaken by the Contractor, the Chairperson will re-inspect the roads for compliance upon completion.
11. Operation of heavy equipment is only allowed Monday through Saturday, 8 a.m. to 7 p.m. There will be NO heavy equipment (trucks, backhoe, bulldozer, etc.) operated on Sunday or holidays.
12. All equipment must be removed from the property within thirty (30) days after construction has been completed.
13. To reflect the PLANNED COMMUNITY ACT. L.I.T.C.P.O.A adopted the following spring thaw regulations concerning community association roads. The purpose of this regulation is to protect the private roads of the community by limiting the weight of vehicles of more the ten tons in gross weight:
 - 1) such restriction shall be imposed on a week-by-week basis for an aggregate period. Not to exceed eight weeks during any calendar year.
 - 2) thaw condition shall be reviewed at least weekly.
 - 3) signs shall be posted at all entrances advising when and where such thaw restrictions are applicable.

In addition to the above requirements, the following protective restrictions from Schedule A related to any Construction, which have been copied below for reference, must be followed (*numbers of the items below relate to the numbers in Schedule A*):

5. No building erected on the Lot shall be used for the purpose of any profession, trade, employment, manufacture or business of any description; nor as a school, hospital or other charitable institution; nor as a funeral home or crematorium; nor anything in the nature thereof; nor as a hotel, apartment house duplex, rooming house or place of public resort; nor for any sport or game other than such games as are customarily played in connection with the occupation of private residence; nor for any purpose other than that of a private residence for the use of one family only and garage and/or heliport for the use of the occupants thereof; nor shall the Lot without a building be so used. Provided that nothing therein contained shall be deemed to prevent one duly qualified medical practitioner from practicing in any such private dwelling house where he resides. This shall not be construed to permit any such practitioner or any other person to use such private Dwelling house as a sanitarium, hospital, nursing home, or anything in the nature thereof. Nor shall anything be done on the Lot or in any building thereon which may be an annoyance or a nuisance to the occupiers of neighboring lands. Lots must comply with local and/or State ordinances. No sign shall be displayed on the land/or any improvements thereon offering the same or other property for sale, lease or otherwise without the prior consent of the Association. No Unit may be rented for periods of less than three (3) months and all such rentals shall be registered with the Association and be subject to a rental fee to be determined by the Association Board of Directors.

2. No building shall be erected on the lot other than one private detached dwelling house, such dwelling house to be suitable for the use of, and to be used by a single family only, with one private garage attached or detached from the dwelling house and suitable only for the use of the occupants of such dwelling house.

3. Before commencing construction or any improvements on the Lot, and before commencing any alterations or additions thereto, the Purchaser shall obtain the Association's approval in writing of the plans, and location of such improvements and the sewage system, and the construction or installation of any such improvements shall be carried out in strict conformity with such approved plans. Such improvements shall also be in strict compliance with any local or state ordinances. A building permit fee of \$100 shall be paid to the Association by the Purchaser at the time of approval of plans for any dwelling to be erected on the lot and the Association agrees that such approval shall not be unreasonably withheld; provided, however, that no dwelling shall contain less than 1100 sq. ft. of livable space as is necessary to obtain a certificate of occupancy, nor be more than 2 1/2 stories in height. The approval of plans and location and the building permit fee of \$100 will then be applicable to construction by Seller in any and all Lots owned by seller at the time construction on the lot commences.

4. The finished grade of the Lot after construction shall be such as to conform with the drainage plan prepared by the Association and all drainage swales and ditches required by the aforesaid drainage plan shall be kept free and clear of debris or other material and any landscaping carried out by the purchaser shall not interfere with or alter in any way the drainage plan.
7. A sewage disposal system shall be installed from a standard design in a location approved by the Association and such system shall comply with the requirements of all local and state sanitary codes. The effluent from such disposal system shall not be permitted into any storm water sewer, open ditch, stream, pond, or lake but shall be disposed of in such manner as may be approved by Association. And further, no sewage disposal system or seepage pit, draining field, etc., shall be located within 60 feet of the high-water mark of any lake, pond or stream.
8. No outhouse, privy, or chemical toilet shall be erected or installed on a Lot.
9. Any individual well or water system installed on the Lot shall be of a standard and design and in a location approved by the Association and such system shall comply with the requirements of all local and state codes appertaining thereto. No well shall be installed within 100 feet of any part of sewage disposal system.
12. No building shall be erected closer to the side line of the Lot than the greater of (i) 15' or (ii) 10% of the Lot width measured at a point of 35' from the front line of the Lot; nor shall any building be erected closer than 50' from the front Lot line, provided that in the case of a corner Lot, no building shall be closer than 15' to the street abutting the long side of such Lot; nor shall any building be erected closer than 25' from the rear Lot line. No Building shall be erected at a point on a site which has an elevation less than 4' higher than the elevation of the spillway on the lake on which the Lot is located.

Exhibits:

1. Sample Application Form for LITC POA building permit.
2. Sample site map depicting location of planned buildings, septic systems and well.
3. Sample Insurance certificate

Exhibit 1: Sample LITC Construction Approval Form (Revised 3.2023)

**Lake in the Clouds, P.O.A.
Construction Approval Certificate Application**

Contractor/Builder: _____

Address: _____

City, State, Zip _____

Telephone () _____ Email _____

Property Owner Name and Lot # _____

Address: _____

City, State, Zip _____

Telephone () _____ Email: _____

Date Key Documents are Received:

Building Plans _____ Site Plan w/driveway, septic & well location _____

Sewage Permit # _____ Township: _____ date received _____

Building Permit # _____ Township: _____ date received _____

Driveway Permit # _____ Township: _____ date received _____ NA _____

Insurance Certificate: _____ date received _____

(Insurance required for new residential construction and projects requiring township permits.)

LITC Building Application Fee (\$100.00) date received: _____ Chk # _____

Property Survey with location of pins to indicate location of construction

Signature _____ (owner confirms pins are located and visible)

Key Details of Proposed Construction

Type of Construction: Residence / Outbuilding / Driveway / Septic / Dock / Well / Tree Removal

Exterior Color Scheme _____ Approx. sq. ft. living area _____

Number of Stories _____

Property line set backs: Front Road: _____ Back Line: _____ Left Side: _____ Rt. Side: _____

Position of driveway: _____

Drain Pipe required Yes _____ Size of pipe to be installed _____ NA/Reason _____

Please be advised that the LITC POA BOD requires all outdoor construction projects start no earlier than 8:00 AM and end no later than 7:00PM, Monday through Saturday only. These hours were arrived at in consideration of our neighbors and the community as a whole so as not to create a nuisance. Please also observe our 20 mph speed limit.

Acknowledgements:

We have read the attached Schedules A & B and Rules and Regulations pertaining to construction and agree to abide by all related requirements.

Date _____ Owner Signature (s) _____

Date _____ General Contractor Signature _____

Please note: If there is a change in the General Contractor, the new contractor needs to review the documents and provide a new acknowledgement. If the Owner is their own contractor, they must provide the required insurance certificate for major construction projects.

For use by the LITC POA. Do not write below.

Member in good standing YES ___ NO ___

Approval provided by:

Date Approved:

Date LITC POA Permit Issued:

Comments:

Exhibit 2: Sample Site Plan and Survey Showing position of construction

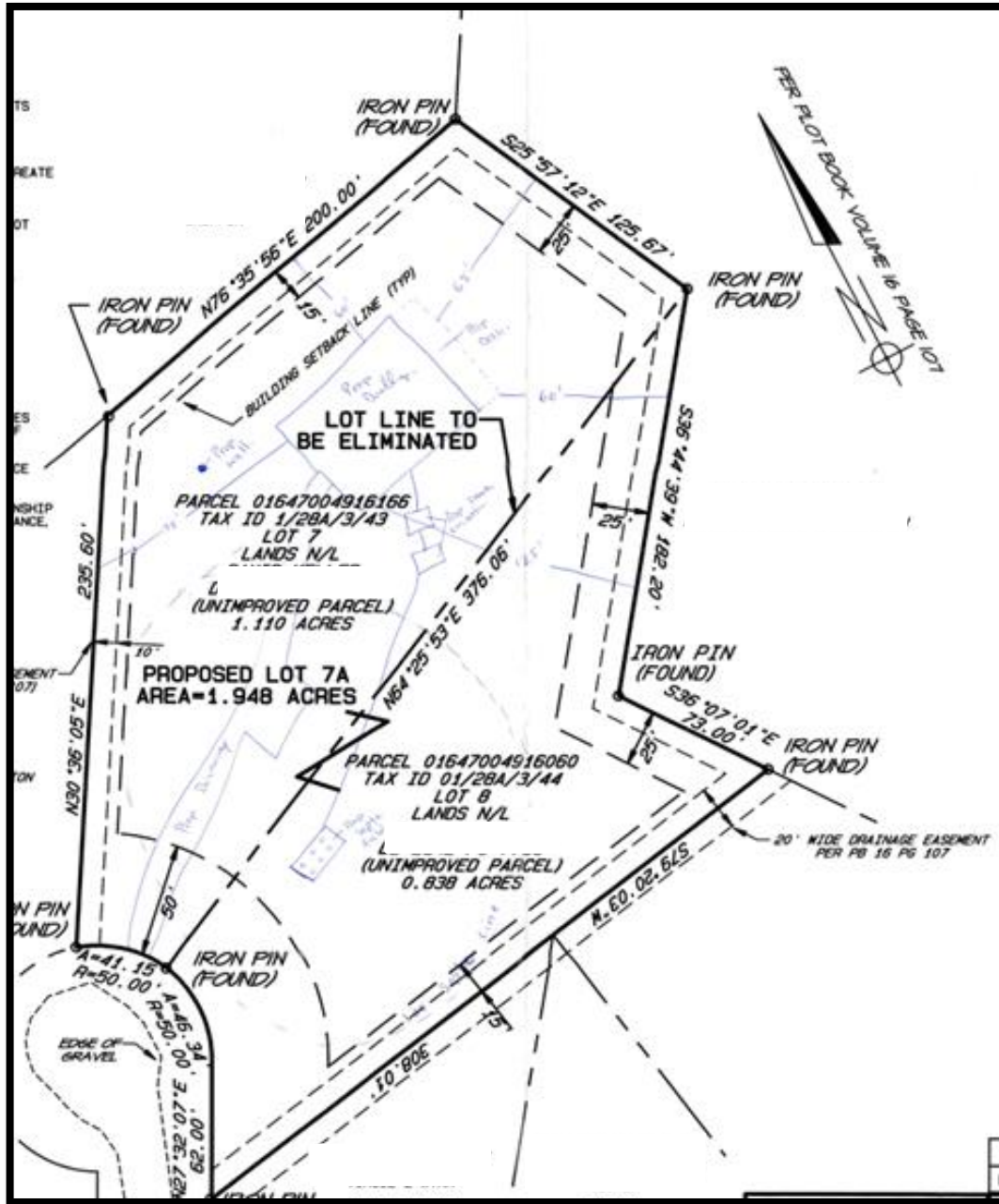


Exhibit 3: Sample Insurance Certificate

For Griffin House



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Declaration Brokerage LLC A Declaration Brokerage Co. 530 Main Street Stroudsburg PA 18360	CONTACT NAME: Kim Beodeker PHONE (A/C, No, Ext): (570) 424-0711 FAX (A/C, No): (570) 424-0790 E-MAIL ADDRESS: kbeodeker@decbroker.com
INSURED R G B Enterprises, Inc Robert Brown 101 Harding Court East Stroudsburg PA 18301	INSURER(S) AFFORDING COVERAGE INSURER A: Mutual Benefit NAIC # 14664 INSURER B: Lackawanna American Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL165300925 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR (IND) LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		AC00922134	4/10/2016	4/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS		BA00922134	4/10/2016	4/10/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 300,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU00922134	4/10/2016	4/10/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	AM0410102617	4/10/2016	4/10/2017	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lake in the Clouds POA 112 Lake in the Clouds Road Canadensis, PA 18325	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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