

106
211

Master Tax Parcel Numbers: 12.3.1.58 and 17.15.1.4

Amended and Restated Declaration of Protective Covenants, Restrictions and Easements for Penn Estates, A Planned Community

*Penn Estates is a residential lot subdivision located in Stroud and Pocono Townships, Monroe County, Pennsylvania, and is a **planned community** as defined in the **Pennsylvania Uniform Planned Community Act**, 68 Pa.C.S.A. § 5101 et seq.[the **UPCA** or the **Act**]. The planned community was in existence before the effective date of the Act, February 2, 1997.*

This Amended and Restated Declaration of Protective Covenants, Restrictions and Easements is made this 4th day of August, 2023, by **Penn Estates Property Owners Association, Inc.**, a Pennsylvania nonprofit corporation (the "**Association**") and is effective on recording.

Background

I. The Association is the owner of the real property constituting all Common Facilities in Penn Estates (the "**Common Facilities**") (1) which are subject to non-exclusive rights of use vested in all owners of residential lots (inclusively the "**Owners**" of "**Lots**" or "**Units**") shown on the recorded subdivision plans for Penn Estates; (2) which are managed and maintained for the benefit of the Owners by the Association; and (3) use of which by the Owners and others is subject to the regulations of the Association.

II. The Association is the successor-in-interest to certain rights of Cranberry Hill Corporation ("**CHC**" or "**Grantor**"), developer of the Community, by virtue of (1) a Deed from CHC to the Association, recorded in Monroe County Deed Book Volume 2049 at page 5950, etc. and (2) an Assignment of Declarant Rights recorded in Monroe County Deed Book Volume 2046 at page 7784.

III. The Common Facilities and Lots were originally subjected by CHC to a Declaration of Protective Covenants and Restrictions (the "**Deed Restrictions**" or "**Original Declaration**") which by their own terms are intended to run with the land. The Original Declaration was slightly modified by CHC over time.

IV. In order to better assure proper development, management and operation of Penn Estates in the future, the Association's Board of Directors and Membership have decided, after a diligent review of alternatives, to adopt this Amended and Restated Declaration of Protective Covenants, Restrictions and Easements (the "**Amended and Restated Declaration**"). The intent of the Association is to declare this Amended and Restated Declaration to be binding on all Lots and Common Facilities in the planned community unless otherwise stated.

V. Unless otherwise noted in the Definitions section, all terms used in this Declaration are intended to have the meanings found in the UPCA. In addition, the term Lot, as used in the community's governing documents, shall mean the same as the term Unit as used in the UPCA.

VI. The Owners of Lots in Penn Estates, for themselves and their respective heirs, successors and assigns, intend to bind all Lots and Common Facilities in the Community legally under the terms of this Declaration based on written consents of the Owners holding title to at least 67% of the Lots in the Community, thereby amending both the Deed Restrictions (as permitted under Sections 5102(d) and 5219 of the Pennsylvania Uniform Planned Community Act) effective on the date of recording of this Declaration. As required under UPCA Section 5102(b), the retroactive sections of the Act shall not invalidate any terms of this Declaration because it is an amendment to and continuation of the Original Declaration.

VII. The Association intends by this Declaration to continue to impose upon Penn Estates these mutually beneficial servitudes as part of a general plan of development for the benefit of all Owners of real property within the planned community.

VIII. The Association desires to provide flexible and reasonable procedures for the continuing development, management and operation of Penn Estates and to confirm the method for administration, maintenance, preservation, use and enjoyment of property in the planned community.

IX. This Amended and Restated Declaration is effective on the date of its filing on public record.

Declaration

The Association declares that all of the Common Facilities and all Lots in Penn Estates are made subject to the easements, restrictions, covenants and conditions stated in this Amended and Restated Declaration unless otherwise stated. This Amended and Restated Declaration is intended to protect the value and desirability of the Lots and Common Facilities and shall benefit all Owners and the Association. This Amended and Restated Declaration shall run with the land, meaning it is attached legally to the Lots and Common Facilities, even with changes of ownership. This Amended and Restated Declaration shall also bind all parties having any right, title, or interest in the Lots and Common Facilities, and their respective heirs, successors, successors-in-title, and assigns. This Amended and Restated Declaration is binding on Penn Estates, a planned community within the meaning of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. Section 5101, et seq., (the "**UPCA**" or the "**Act**") and the words used in this Declaration shall have the meanings given in the Act. If anyone shall violate this Amended and Restated Declaration or the other governing documents of the planned community, the Association, or, after proper notice to the Association, any Owner of a Lot in the subdivision acting in a derivative capacity, has the power to bring civil actions at law and in equity against violators to end the violations and to enforce the governing documents as permitted by law. Any Court's invalidation of any portion of this Amended and Restated Declaration shall in no way affect any other of the provisions of the document, which shall remain in full force and effect.

Definitions

The following terms used in this Amended and Restated Declaration shall have the meanings given in this Section. Any capitalized term that is not defined here but is defined in the UPCA shall have

the meaning given in the UPCA. Any other word or term not defined here or in the UPCA shall have the meaning given by common usage for the context in which it is used.

Terms

Accessory Structure: A structure that is subordinate to, and the use of which is subordinate to, and whose use is customarily incidental to, that of the residential building dwelling on the same premises. Accessory Structures include but are not limited to the following:

- I. Carports,
- II. Patio Covers,
- III. Pergolas/Arbors/Gazebos,
- IV. Pools/Spas/Sauna,
- V. Greenhouses,
- VI. Storage Sheds and
- VII. Mulching/Firewood storage bins.

Accessory Structures do not include Fences, Children's Tents, Screen Tents or Temporary Gazebo Tents.

Association: The Penn Estates Property Owners Association.

Building: Any structure having a roof supported by columns or walls, used for the shelter, housing or enclosure of persons, animals or property.

Erect: To construct, build, assemble, place, affix, attach, create, or in any way bring into being or establish.

Fence: Any structure or wall regardless of composition of material which is erected and installed to act, as a visual or physical outdoor barrier.

Grantor: Cranberry Hill Corporation.

Ranged Weapon: Any weapon that can engage targets beyond hand-to-hand distance, i.e. at distances greater than the physical reach of the weapon itself.

Storage Shed: A slight structure built for storage, not exceeding one story in height or a footprint exceeding 150sf, constructed of wood, vinyl and/or resin.

Slow No Wake: Operating a water vessel at the slowest speed possible while still maintaining steerage.

Structure: Any man-made object having an ascertainable stationary location on or in land or water, whether or not affixed to the land.

Tent: A structure, not exceeding 150 sf, generally constructed of canvas, plastic, or similar materials which is supported by poles and intended for temporary use. Specific classifications of tents shall be defined as follows:

Children's Tent: A tent used solely for children's recreational purposes.

Screen Tent: A tent having sides primarily constructed of screen material which is used for protection from the sun or weather.

Temporary Gazebo Tent: A tent with (a) the skeleton of the structure not made of wood or concrete, (b) the side wall components constructed of fabric, screening or open sided and (c) the roofing material consisting of fabric and providing for zero dead load, live load and snow load, except for the skeleton of the roof.

Covenants

1. The premises to be conveyed shall be used for single family residential purposes only. No structure shall be erected or permitted to remain on the premises other than (a) one detached single-family dwelling, not exceeding two and one-half stories in height nor containing less than 1,175 square feet of living space, (b) a private garage for not more than three cars, which garage shall be attached to the dwelling, and (c) no more than two detached Accessory Structures (including not more than one Storage Shed) accompanying a dwelling, with the combined footprint of the Accessory Structures not exceeding 500sf.

Note: The above minimum square footage requirement shall not necessarily apply to dwellings in existence at the time of the adoption of this Amended and Restated Declaration of Covenants. Such dwellings shall continue to be governed by the square footage requirement contained in the Covenants applicable to the Lot at the time that the Owner took title.

2. No building may be erected or occupied on any lot of the subdivision before the sewage system and the water system serving the lot are constructed and operating.

3. No structure or fence shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing, of the Penn Estates Property Owners Association, as to location, elevation, plan and design. Any exterior structure or construction must be completed within six months after same is started.

4. The Association shall review all improvements, structures, alterations or adjustments by property owners prior to commencing work. Approval shall be granted to property owners only upon written application in the form prescribed by the Association along with the fees as prescribed by the Association.

5. Any structure erected, on the premises shall be subject to all applicable governmental regulations relative to construction, in addition to the covenants, easements, reservations, charges and conditions herein contained. In the event of a conflict of the provisions of these covenants with any local subdivision or zoning ordinances, the more restrictive of the two shall apply.

6. The premises hereby conveyed are under and subject to the following minimum building setbacks: (a) For a dwelling: 35 feet for front yard, 50 feet for rear yard and 20 feet for each side yard; (b) For any other structure: 10 feet for rear yard and 10 feet for each side yard. If the premises hereby conveyed constitute a corner lot, it is under and subject to a sight of roadway easement over a triangle the legs of which are 50 feet measured along the street right-of-way lines from their point of intersection, or as noted on the recorded plot plan.

Note: The above setback requirements shall not necessarily apply to structures in existence at the time of the adoption of this Amended and Restated Declaration of Covenants. Such structures shall continue to be governed by the setback requirements contained in the Covenants applicable to the Lot at the time that the Owner took title.

7. Permanent easements for drainage and utilities are established for each lot 5 feet inside and alongside lot lines, 10 feet inside and along rear lot lines and 10 feet inside and along front lot lines, unless otherwise noted on the plans.

8. Grantor and the Association, as well their respective successors, and assigns, each reserve the right to utilize those portions of the premises not indicated as residential lots on the recorded plot plan for purposes of permanent easements for the installation and maintenance of utilities and drainage facilities, said easements to be under and subject to the original uses set forth on the recorded plot plan.

9. The keeping of poultry or animals other than those classified as family pets, viz, dogs, cats, and caged birds, shall be prohibited.

10. The Association grants and conveys to Grantee the right of ingress, egress, and regress to and from Grantee's lot over and upon that portion of the common elements shown as streets on the recorded plot plans.

11. The Grantees, their heirs, executors, administrators, successors, or assigns agree to pay the Association, its successors or assigns, such annual fees for maintenance of roads and recreational facilities which may be assessed from time to time. Grantees, their heirs, executors, administrators, successors or assigns agree to pay to Grantor, its successors, or assigns, a one-time road assessment of \$1,900.00, in addition to the annual fees set forth within. This assessment may be paid in monthly installments of up to 24 months, interest free; but must be paid in full prior to the issuance of a building permit for construction hereunder.

12. Grantees, their families and guests, have the right to use in common with the Association, its successors and assigns, such recreational facilities which may be established throughout Penn Estates development, subject to such annual fees that may be levied and subject to the Grantee having paid in full the aforementioned annual fees.

13. Title to the recreational facilities and roads has been transferred to the Association.

14. Except as permitted by the Association, no person, except Grantor, shall erect and maintain upon any lot or improvement any sign or advertisement. The Grantee agrees to remove any signs within five days after notice from the Association and in the event same are not removed within five days, the Association reserves the right to enter onto the premises hereby conveyed, for the purpose of removing such signs, and the Grantee agrees to pay the reasonable cost of said removal and subsequent storage of same.

15. All garbage, trash and rubbish shall be kept in sanitary containers at all times, and promptly removed. No unlicensed or unregistered motor vehicles or farm implements shall be permitted on the premises or on any of the roads herein. No junk, building materials, clotheslines or similar apparatus or other items that would tend to degrade the development shall be kept on

the premises. The Grantee agrees to remove any such items within five days after notice from the Association and in the event same are not removed within five days, the Association reserves the right to enter onto the premises hereby conveyed, for the purpose of removing any of said items and the Grantee agrees to pay the reasonable cost of said removal, and subsequent storage of same if required

16. No tent, trailer, mobile home, or temporary type of structure of any kind shall be placed or used upon any part of the premises hereby conveyed at any time. The Grantee agrees to remove any such tent, trailer, mobile home or temporary structure within five days after notice from the Association and in the event same are not removed within five days, the Association reserves the right to enter onto the premises hereby conveyed, for the purpose of inspecting and/or removing any of said objects, and subsequent storage of same if required. The parking, as opposed to usage, of licensed recreational vehicles shall not be construed to be in a violation of this article. The use of Children's Tents, Screen Tents and Temporary Gazebo Tents, so long they remain on the Lot for no more than fourteen (14) consecutive days, shall not be construed to be in violation of this Paragraph.

17. No open fires shall be started without a written permit from the Association, and any other municipal permit as may be required.

18. Grantees shall not cut or remove any brush or tree with a trunk diameter greater the 4 inches, measured eighteen (18") from the ground, from the lot, or do any burning of any nature whatever, except after having first obtained the approval of the Association in writing. Such approval must specify the times and manner in which such cutting, removal or burning shall be done. All other municipal permits as may be required shall also be obtained.

19. No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Association

20. Firing of guns or use of Ranged Weapons of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this lot as a part, except in areas specifically reserved that purpose if any.

21. The Grantee is hereby granted the privilege of boating, swimming, fishing and ice skating in the lakes of the Association. None of the forgoing activities are to be engaged in for any commercial purposes whatever and all such privileges are under and subject to payment by Grantee of such fees as are set forth in the within covenants and restrictions.

22. Only boats, canoes or watercraft propelled by oars, sails, paddles or an electric trolling motor shall be permitted upon the waters of said lakes. No liquid fuel motorboats of any description shall be permitted upon the waters of said lakes. Slow No Wake restrictions shall be applicable at all times at all lakes.

23. Grantees, their heirs or assigns, agree to pay such charges as may be established and levied by the Grantor or its assigns for water and sewer including but not limited to stand-by fees, user fees, and annual service fees.

24. Water and sewer hookups will be done only by Grantor or an approved contractor, with the cost to be borne by Grantee

25. A water meter, pressure relief valve and shut off, as approved by Grantor, shall be installed by Grantee upon hookup to water line.

26. The minimum sizes of piping for Grantee hookup to water and sewer lines will be as follows: sewer line-not less than four (4) inches, water line – not less than three-quarters (3/4) inch.

27. No ground water or storm water from roofs, yards or other sources will be discharged into the sanitary sewer system.

28. Grantee shall keep water and sewer services, drainage ditches and swales located on his premises free and unobstructed and in good repair and shall provide and install in and on his premises such culverts for driveways as may be reasonably required by the Grantor and/or the Association. If Grantee violates this covenant, he shall, within five (5) days written notice to do so, correct the offending condition and upon failure to comply with such direction, Grantor and/or the Association has the unrestricted right to enter onto the premises and effect the correction and to do so repeatedly as often as any violation occurs. Grantee hereby releases Grantor and the Association and any agent, servant or employee thereof from any and all liability for any such entry and correction.

29. Grantee shall construct and maintain, on his premises, a storm water collection and management facilities as required and approved by the Association.

30. The central water and sewer systems which service the development are operated by Stroud Water Company and Penn Utility Company respectively, which companies are the holders of certificates of public convenience from the Pennsylvania Public Utility Commission. Rates for the services are governed by tariffs as approved by the Public Utility Commission. The Grantor and its assigns have the unrestricted right to enter upon the premises and inspect and protect any utility service that may violate the utility use. Grantee hereby releases Grantor and any agent, servant or employee of Grantor from any and all liability for any such entry and work performed thereon.

31. The premises herein conveyed shall not be conveyed by Grantee without first granting Grantor, his heirs, successors and assigns the right to first purchase the premises in an amount equal to the highest bona fide offer. Grantee shall give written notice of said offer to Grantor, his heirs, successors and assigns, the Grantor, his heirs, successors and assigns shall have thirty (30) days to accept said bona fide offer. This right shall be binding on all successive Grantees.

NOTE: This Paragraph shall only apply to lots that were bound by it prior to the adoption of this Amended and Restated Declaration of Covenants. The Original Declaration applicable to some lots in the Penn Estates planned community did not include a right of first refusal. This Paragraph shall have no application to those properties and they shall continue to be free of any right of first refusal

32. Failure to enforce promptly any of the above provisions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any of the above provisions by decision of any competent court shall in no way affect any of the other provisions, which shall remain in full force and effect.

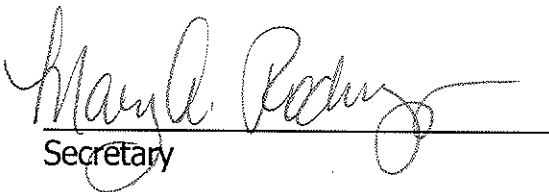
33. All lots are under and subject to such additional restrictions, covenants and easements as may appear on the recorded plans on file in the Recorder of Deeds Office.


34. The provisions of this instrument shall bind the Grantor and the Grantee and their respective successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the Association has caused this Amended and Restated Declaration to be executed by its officers this 4 day of August, 2023

Attest

**Penn Estates Property Owners
Association, Inc.**


Secretary


President Kenneth M. Nevil

[Corporate Seal]

Certification of President of Penn Estates Property Owners Association, Inc.
Required under UPCA Section 5219(e)

Being duly sworn according to law, I, Ken Nevil, hereby certify that (1) I am the President of Penn Estates Property Owners Association, Inc.; (2) this Amended and Restated Declaration was approved as an amendment of the Deed Covenants for Penn Estates by the written consents of Owners of more than two-thirds of the Lots in the Penn Estates planned community, which approval also constitutes more than 67% of the total vote of the Association; and (3) the Owners have therefore authorized the preparation, execution, recording and certification of this amendment as such on the real property records of Monroe County, Pennsylvania, as required in Section 5219(e) of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A § 5101 *et seq.*

Ken Nevil
President, Penn Estates Property Owners Association, Inc.

Sworn to and subscribed before me,
this 26th day of September, 2023

Theresa J Shupp-Rosso
Notary Public

[Seal]

Commonwealth of Pennsylvania - Notary Seal
Theresa J Shupp-Rosso, Notary Public
Monroe County
My commission expires March 25, 2024
Commission number 1152171

Notary's Acknowledgement

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF Monroe :

On this 26th day of September, 2023, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Kenneth M Nevil, who acknowledged himself/herself to be the President of Penn Estates Property Owners Association, Inc.; and that he/she, as that officer, being authorized to do so, executed the foregoing Declaration for the purposes contained in the Declaration by signing it by himself/herself, as President, intending that it be recorded on public record.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Theresa J Shupp-Rosso
Notary Public

[Seal]

Commonwealth of Pennsylvania - Notary Seal
Theresa J Shupp-Rosso, Notary Public
Monroe County
My commission expires March 25, 2024
Commission number 1152171

Certification of the Monroe County Recorder of Deeds
required under UPCA Section 5219(c)

This Amendment to the Declaration of Penn Estates, a planned community, was recorded on _____, 2023 in Monroe County Record Book Volume _____ at page _____, etc., and has been indexed in both the Grantor index and Grantee index in the name of Penn Estates as required by Section 5219(c) of the Pennsylvania Uniform Planned Community Act.

Recorder of Deeds
Monroe County, Pennsylvania

[Seal]



COUNTY OF MONROE

RECORDER OF DEEDS
ONE QUAKER PLAZA
ROOM 106
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Josephine Ferro - Recorder

Instrument Number - 202323519
Recorded On 10/5/2023 At 2:42:50 PM

Book - 2638 Starting Page - 8293
* Total Pages - 11

* Instrument Type - AMENDMENT

Invoice Number - 885563

* Grantor - PENN ESTATES PROPERTY OWNERS ASSOCIATION INC

* Grantee - PENN ESTATES PROPERTY OWNERS ASSOCIATION INC

User - AD

* Customer - YOUNG & HAROS LLC

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$25.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION	\$20.00
FEES	
TOTAL PAID	\$50.50

RETURN DOCUMENT TO:
YOUNG & HAROS LLC

MC GIS Registry UPI Certification
On October 5, 2023 By BH

TAX ID #
12.3.1.58
17.15.1.4
Total Tax IDs: 2



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

Josephine Ferro

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

08849B



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