

11P
+2W

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS
FOR BIRCH HOLLOW ESTATES PLANNED COMMUNITY**

**Chestnuthill and Polk Townships, Monroe County, Pennsylvania
A Planned Community**

This is an Amended and Restated Declaration for a residential planned community known as Birch Hollow Estates, located in Chestnuthill and Polk Townships, Monroe County, Pennsylvania (the "**Community**") made the 18 day of December, 2014, by **Birch Hollow Estates Property Owners Association**, a Pennsylvania nonprofit corporation with offices located at P.O. Box 96, Effort, PA 18330 (the "**Declarant**" or the "**Association**")

Background

I. The Association owns all of the rights in, to and affecting the real property comprising the common area in Birch Hollow Estates subdivision (the "**Common Area**"). The Common Area is subject to non-exclusive rights of use vested in all owners of residential lots (inclusively the "**Owners**" of "**Lots**") that are depicted on the recorded subdivision plans for Birch Hollow Estates. The Common Area is managed and maintained for the benefit of the Owners by the Association. The use of the Common Area by the Owners is subject to the standards found in the governing documents of the Association.

II. The Association is the successor-in-interest to all the Declarant rights for the Community.

III. The Common Area and Lots are at present subject to a schedule of fifteen (15) protective covenants and restrictions (the "**Deed Covenants**") which by their own terms are intended to run with the land.

IV. The Community is composed of six (6) sections which developed in stages, based on subdivision plans and Declarations filed by the Declarant, Marketing Technology, Inc. The Declarant filed Declarations of Protective Covenants, Restrictions, Exceptions, Reservations and Conditions, in the respective subdivision plans for the community (Sections 1-4) and as a freestanding document at Record Book Volume 1444, Page 360 on May 2, 1985 (Sections 5-6).

V. On July 22, 1987, the Association was formed by the filing of Articles of Incorporation.

VI. In order to provide for continuity of development and operation of Birch Hollow Estates, the Association intends to continue to operate the Community and establish an amended declaration of protective covenants, restrictions and easements for that purpose as set forth below in this

document (the "**Declaration**"). The intent of the Association is to declare this Declaration, as later amended from time to time, to be binding in perpetuity on all Lots and Common Area in the Community, unless terminated by action of the Owners in accordance with the Pennsylvania Uniform Planned Community Act.

VII. The Owners of Units in Birch Hollow Estates, for themselves and their respective heirs, successors and assigns, intend to bind all Lots and Common Area in the Community legally under the terms of this Declaration based on written consents of the Owners holding title to at least 67 percent of the Lots in the Community, thereby amending the Deed Covenants (as permitted under Sections 5102(d) and 5219 of the Pennsylvania Uniform Planned Community Act) effective upon the date of filing.

VIII. The Association intends by this Declaration to continue to impose upon Birch Hollow Estates mutually beneficial restrictions under an uninterrupted general plan of development for the benefit of all Owners of real property within Birch Hollow Estates.

IX. The Association desires to provide flexible and reasonable procedures for the continuing development and operation of Birch Hollow Estates and to confirm the method for administration, maintenance, preservation, use and enjoyment of property in Birch Hollow Estates.

Declaration

The Association declares that, upon filing of this instrument, (1) all of the Common Area in Birch Hollow Estates and (2) all Lots in Birch Hollow Estates are made subject to the easements, restrictions, covenants and conditions stated in this Declaration. This Declaration is intended to protect the value and desirability of the Lots and Common Area, and shall benefit all Owners and the Association. This Declaration shall run with the land, meaning it is attached legally to the Lots and Common Area, even with changes of ownership; it shall also bind all parties having any right, title, or interest in the Lots and Common Area, and their respective heirs, successors, successors-in-title, and assigns. This Declaration is binding on Birch Hollow Estates, a planned community within the meaning of the *Pennsylvania Uniform Planned Community Act*, 68 Pa. C.S. § 5101, *etc.*

Birch Hollow Estates Deed Restrictions — First Amended and Restated Declaration

1. BUILDING CODE COMPLIANCE

Any new home or additional construction must be built in accordance with the Building Code of either Chestnuthill Township or Polk Township, as appropriate. This includes but is not limited to total square footage, height, location of well, location of sewerage system, drainage, setbacks, corner lot clearance, etc. Also, wells and sewerage disposal systems must be constructed in accordance with the standards set forth by the Pennsylvania Department of Environmental Protection (DEP).

2. RESIDENCE

All units in the community shall be used for single family residential purposes only. The use or rental of a garage, attic, basement or an on-site recreational vehicle as a separate dwelling is not permitted. Any residence, which includes units with an occupied structure, may have up to two (2) attached or detached garages (or both) with space to hold up to four (4) cars. A mobile home does not constitute a permanent residence.

3. PETS

The restrictions pertaining to pets include: (1) the total number of cats and dogs may not exceed the limit set by either Polk Township or Chestnuthill Township as appropriate, (2) animals defined as exotic (by the Pennsylvania Game and Wildlife Code), horses, or farm animals are not permitted, (3) the keeping of animals for breeding purposes is not permitted, (4) the pet must be under the control of the owner at all times, this includes leashing the pet(s) during walks, (5) fecal matter left by the pet on lawns, driveways, streets or common areas must be removed by the pet's owner, and (6) the pet(s) may not create a nuisance due to excessive noise or odor.

4. VEHICLES - GENERAL

Any vehicle, when not stored in the garage must be parked in the driveway and not on the front of the property, the lawn, the street, or on medians - unless special conditions exist such as parties, flooding, or severe winter weather. If parked in the driveway, the vehicle must be properly licensed and registered. If repair work is being done on the vehicle which results in the removal of parts, the jacking-up of the vehicle, or the placing of the vehicle on lifts such as concrete blocks, said work must be completed within one (1) month.

5. WORK VEHICLES

Generally, work vehicles (with or without company logo) such as vans and pick-up trucks are permitted. Work vehicles not permitted include, but are not limited to:

- . Semis*
- . Dump trucks*
- . Buses*
- . Flat bed trucks*
- . Moving vans (except as temporarily needed for moving)*
- . Storage bins (except for temporarily moving, cleaning or redecorating)*
- . Tow trucks*
- . Box vans exceeding ten (10) feet in length*

6. TREES

*The landscaping of the front of a residence shall be at the discretion of the owner, provided that the plans for the replacement of trees must be submitted to the Board of Directors for approval. Trees may be removed, provided that the removal is replaced by adequate landscaping. In order to protect the privacy of residents, an area of forest starting at the property line and extending inwards for a length of fourteen (14) feet shall be maintained on both sides and in the rear. Within this area, trees may not be removed without the express approval of the Birch Hollow Estates Board of Directors. Additionally, in order to protect the safety of each residence, trees may be topped provided that the tree is not permanently damaged.**

7. SIGNS

Both temporary and permanent signs are permitted. Signs may be attached to trees or in the ground provided that the signs, per unit, are no greater than three (3) in number and not larger than four (4) square feet in facial area. Home business signs are not permitted. Signs of a temporary nature, for example, "for sale", "for rent", "garage sale", etc., must be removed within one week of the event. Signs may not be placed in common areas or on medians.

8. MEMBERSHIP

All purchasers of lots or existing homes shall automatically be members of the Birch Hollow Estates Property Owners Association and shall enjoy the rights and privileges of such membership, provided association dues are paid. Upon acquisition of property within the community, the unit owner member, their family, guests, assigns and agents shall be bound by the community documents.

9. SUBDIVISION

Further subdivision of lands is prohibited unless prior approval of the Board of Directors is obtained.

10. AUTHORITY

The Board of Directors shall have the right to enforce all restrictive covenants, bylaws, rules and regulations. The Board of Directors shall also have the authority to impose fines or take disciplinary action for any violation of the covenants, bylaws, rules and regulations. Homeowners have the right to appeal violations pursuant to the rules and procedures developed by the Board of Directors.

11. CONDITION OF PROPERTY

All lots within Birch Hollow Estates must be kept in a neat and orderly condition. This includes, but is not limited to: all trash cans must be removed from the street following garbage pick up and moved to an appropriate area next to the house, garage or shed; when ready for pick up, garbage should be kept in containers; only outdoor furniture may be used on any visible area of the yard; visible lawn should be regularly trimmed and mowed; any debris deposited on the property should be removed; no obnoxious material detrimental to adjacent properties shall be permitted.

12. NEW OR ADDITIONAL BUILDING

*Any required Township permits, as well as approval by the Birch Hollow Estates Board, must be obtained prior to any additional construction including, but not limited to, a shed, garage, fence, gazebo, deck, patio, swimming pool or home extension. Not permitted are barns, outbuildings, or tents. No excavation is permitted after a residence has been built except for the replacement of a well or sewage system.**

13. ATV's

The driving of any unlicensed vehicle not permitted on public streets as defined by the Pennsylvania Department of Motor Vehicles is prohibited within the Birch Hollow Estates. This includes, but it is not limited to, ATV's, dirt bikes, etc..

14. VANDALISM

Any act of vandalism, the defacing of property, or the dumping of debris on property, both private and communal, within the Birch Hollow Estates community shall be punishable by fine.

15. MANDATORY MEMBERSHIP AND ASSESSMENTS

Upon acquisition of property within Birch Hollow Estates, each property owner shall be responsible for the payment of annual assessments and charges to be determined annually by the Board of Directors in its sole discretion. The Board also has the right to impose special assessment for specific projects, if warranted. Any owner delinquent in the payment of association charges shall be subject to an automatically perfected statutory lien for the amounts owed. Additionally, the Association, if forced to pursue collection remedies, is authorized to collect all collection costs, including attorney's fees and interest at a rate of 15 percent (15%) annually.

16. OBNOXIUS PERSONAL BEHAVIOR

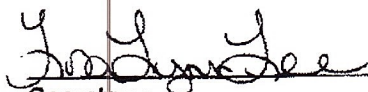
When in public within the Birch Hollow Estates, residents including their family, guests, and agents, must act responsibly. Obnoxious behavior including, but not limited to, drunkenness, use of foul or offensive language, nudity, rowdiness, fighting, etc., will not be tolerated and will be punishable by fine.

END OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS

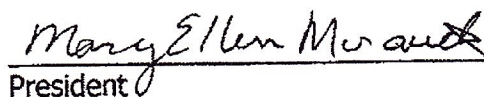
IN WITNESS OF WHICH the Association has caused this Declaration to be executed by its officers this 18 day of December, 2014.

Attest

**Birch Hollow Estates Property
Owners Association, Inc.**



Secretary
[Corporate Seal]



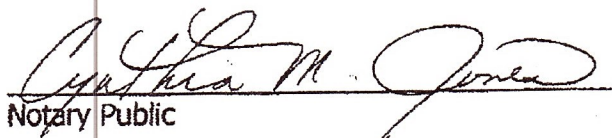
President

NOTARY'S ACKNOWLEDGEMENT

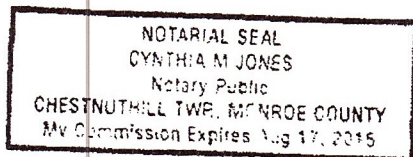
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Monroe : SS

On this 18th day of December, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Mary E. Moravsek, who acknowledged herself to be the President of the Board of Directors of Birch Hollow 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 herself, as President, intending that it be recorded on public record.

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


Notary Public

[SEAL]



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

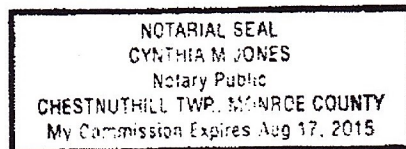
Being duly sworn according to law, I, ^{MARY ELLEN}MORAVEK, hereby certify that (1) I am the President of Birch Hollow Estates Property Owners Association; (2) this Declaration was approved, based on proper notice to the members, as an amendment of the Deed Covenants for Birch Hollow Estates by the written consents of Owners of more than two-thirds of the Lots in the 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 Sections 5102(d) and 5219(e) of the Pennsylvania Uniform Planned Community Act.

Mary Ellen Moravek
President, Birch Hollow Estates Property
Owners Association, Inc.

Sworn to and subscribed before me,
this 18th day of December, 2014

Cynthia M. Jones
Notary Public

[SEAL]





COUNTY OF MONROE

RECORDER OF DEEDS
7th & MONROE STREETS
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Helen Diecidue - Recorder

Instrument Number - 201430800
Recorded On 12/30/2014 At 3:46:45 PM

Book - 2448 Starting Page - 1369

* Total Pages - 12

* Instrument Type - DECLARATION

Invoice Number - 677443

* Grantor - BIRCH HOLLOW ESTATES

* Grantee - BIRCH HOLLOW ESTATES PROPERTY OWNERS ASSOCIATION

User - BLH

* Customer - YOUNG & HAROS LLC

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$27.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION FEES	\$30.00
TOTAL PAID	\$62.50

RETURN DOCUMENT TO:

YOUNG & HAROS LLC

MC GIS Registry UPI Certification
On December 30, 2014 By KB

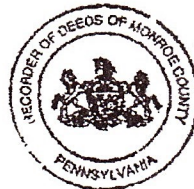
TAX ID #

2/17B/1/80-1

13/9A/1/324

13/9A/1/366

Total Tax IDs: 3



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

Helen Diecidue

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.

04AE28



Book: 2448 Page: 1380

BIRCH HOLLOW ESTATES RULES AND REGULATIONS
ADDENDUM TO THE COVENANTS

1. Children age 11 and under must be supervised by an adult or older responsible sibling who will take full responsibility for the safety and conduct of the child.

2. Property owners must limit the number of house/garage/yard sales to three weekends per year and items for sale must come from the sellers own home and not an outside source. (April 13, 1996 Board Meeting)

3. Any new construction/for sale signs may not exceed 1200 square inches (June 8, 1996 Board Meeting)

4. For the purpose of our protective covenants, a licensed pleasure vehicle is a vehicle that bears both a valid registration and a valid inspection sticker, is fit for immediate highway use and is not used for commercial purposes. (May 3, 1997 Board Meeting)