

Form # 13/17/1/3

1/17/13

Declaration

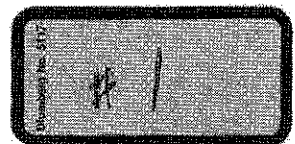
THIS DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS, EQUITABLE SERVITUDES, ASSESSMENTS AND LIENS for the Subdivision known as THE WOODS dated the 1st day of February 2017, by The Woods, Pennsylvania owners, holding fee simple title to the real property hereinafter described and the developer thereof, (hereinafter referred to as "DECLARANT").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property known as THE WOODS, in Polk Township, Monroe County, Pennsylvania, which real estate is more particularly described on Exhibit "A", attached hereto and made a part hereof, which property has been subdivided into a ninety four (94) lot subdivision as set forth on the map recorded with the Office of the Recorder of Deeds and Mortgages in Monroe County, Pennsylvania, in Map Book Volume 2122 Page 3081.

WHEREAS, the said premises is being developed as single-family residential community, not, however, as a planned community, unless Declarant is unable to dedicate the roads and drainage facilities to the appropriate municipalities, in which event Declarant reserves the right to form a homeowners association as hereinafter described. This Declaration of Restrictive Covenants, Easement, Equitable Servitudes, Assessments and Liens, which are being promulgated by the Declarant, *inter alia*, to provide for the preservation of values and amenities in the said community for the benefit of the property owners, and each owner of one of the ninety four (94) lots located in the said subdivision.

NOW, THEREFORE, intending to be legally bound, the Declarant does hereby impose upon, encumber and subject the real property described in Exhibit "A" to this Declaration and declares that all the lots of the property included within the description set forth in Exhibit "A", shall be and are hereby held, conveyed, hypothecated or encumbered, occupied and improved subject to the provision of this Declaration, which is agreed to be in furtherance of a general



same. Each lot owner agreeing with each and all other lot owners and with the Declarant, their administrators, successors, assigns, grantees and transferees, that they will faithfully observe and perform the covenants, conditions and obligations hereinafter set forth as condition of their ownership; these covenants intended to run with the land for the benefit of all lot owners, their administrator, successor, assigns, grantees and transferees.

ARTICLE I

PERMITTED USE

1. The Lots, which are the subject of this Declaration shall be used for single-family residential purposes only.
2. The lots shall be improved with one (1) single family dwelling not to exceed two and one half stories in height, and a garage for a minimum of one car for private use, which garage must be attached to the dwelling.
3. Each single-family residence shall have a minimum of at least One Thousand Six Hundred square feet (1,600sq. feet), excluding the garage.
4. Any residential dwelling constructed on the lot shall be erected on the lot no less than forty (40) feet from any road, with the exception of corner lots, which shall not be constructed within twenty-five (25) feet of each road. Each residential dwelling shall be constructed within a minimum of twenty (20) feet from the sideline of the lot and forty (40) feet from the rear line of the said lot.
5. Each lot shall be subject to the easements for installations and maintenance of utilities and drainage facilities as set forth on the map after the subdivision recorded with the Office of the Recorder of Deeds in Monroe County, Pennsylvania and lodged in Polk Township, Monroe County, Pennsylvania.
6. Any residence erected on the premises shall be subject to all applicable governmental regulations relative to construction, including zoning, building and subdivision ordinances in addition to this Declaration. In the event of a conflict between any provisions of this Declaration and any local ordinance or other governmental regulation, the ordinance or governmental regulation shall control.

7. No sheds, outbuildings, or other such structures shall be constructed on any lot which is subject to this Declaration and subject to Architectural review by Declarant.
8. Prior to the start of construction of any residential dwelling, the owner of the lot shall first obtain the approval in writing of the declarant as to the location, elevation, plan and design of the residence.
9. Any exterior structure or construction must be completed within six (6) months after the commencement of construction of the dwelling.
10. No excavation shall be made on the premises except for the purpose of constructing a residential dwelling, and only at the time when construction operations are to commence. No other materials shall be removed from the premises except this part of the excavation for a residential dwelling.

ARTICLE II

RESTRICTIONS AND PROHIBITIONS

1. No business, commercial, industrial activities of any nature whatsoever shall be permitted on any lot. Rather same shall be used and occupied solely for single-family residential purposes.
2. No tent, trailer, mobile home, tractor and trailer, and or any other commercial vehicle, whatsoever, or other temporary type of structure shall be placed or used upon any part of the premises subject to this Declaration at any time or times, which restriction is in addition to the restriction contained in Paragraph 7, in Article I of this Declaration.
3. No junk, building materials, except during construction or other items which would tend to degrade the development shall be kept on any lot. All garbage, trash and rubbish shall be kept in sanitary containers which shall not be visible from any road located within the community.
4. No unlicensed motorized vehicles, including mini-bikes, ATV's or other off-the-road vehicles shall be operated on the cart ways, roads and/or cul-de-sacs of the subdivision. No inoperable

or unlicensed vehicles shall be parked, maintained or stored on any lot, cart way, road, or cul-de-sac located within the subdivision.

5. No sign or similar device including "For Sale" or "For Rent" signs shall be erected or maintained on any lot within the subdivision.
6. No poultry or other animals shall be kept or housed or located within the subdivision with the exception of dogs, cats, caged birds and other family pets. No owner shall allow any pet to roam at large nor shall the pet roam at large. No doghouse or similar structure shall be permitted within the subdivision. Pets may be walked on the roadways or other green areas only on a leash and any mess created by such pets shall immediately be cleaned or corrected by the owner of the pet.
7. Hunting or shooting shall be strictly prohibited within the subdivision as shall be firing or use of any and all firearms, pellet guns, air rifles, sling shots and bow and arrows.
8. No clotheslines, laundry trees or other similar type of object shall be placed or located within the subdivision.
9. No obnoxious or offensive activities or nuisances shall be permitted on any lot or within the subdivision.
10. No lot owner may clear more than 50% of the Natural vegetation existing on their property.
11. No lot owner may clear-cut their property.

ARTICLE III

EASEMENTS

1. It is hereby reserved to Declarant any appropriate utility and/or service company and any governmental agency or authorities for such utility services the right and authority to install, lay out, maintain, repair, relocate, replace and operate storm water facilities, pipes,

conduits, water mains, pipes and sewerage and drainage lines, telephone wires and equipment, electrical wire and equipment, and any other facilities for any and all utility systems as such location as are necessary throughout the subdivision.

2. Declarant on behalf of itself, its successors, assigned and licensees, reserves a general right of ingress, egress and regress over the road located within the subdivision.
3. The Declarant and the Association, if formed, shall have the right of ingress, egress and regress over a lot for the purpose of carrying out the intent and provisions of this declaration and/or correcting or removing any thing or activity which is in violation of this Declaration, not limited to any and all storm water facilities.
4. Each lot owner shall have the right of ingress, egress and regress to and from that lot owner's lot over road and cul-de-sacs located within the subdivision as laid out on the subdivision maps recorded with the Office of the Recorder of Deeds in Monroe County.

ARTICLE IV

HOMEOWNERS ASSOCIATION

1. It is the intent of the Declarant to dedicate the roads, drainage facilities, etc. to the appropriate municipality in which same are located. In the event that the Declarant in its sole discretion determines not to dedicate same, for whatever reason, Declarant reserves the right to form a homeowners association, which if formed may be abandoned if, in fact, the roads and other facilities are dedicated to the municipality in the future. In the event that a homeowners association is formed, the provisions of this Article shall control until;
2. The Owner of the lot shall pay the Declarant quarterly the sum of Two Hundred Ten Dollars (\$210.00) for a total annual sum of Eighty Hundred Forty Dollars (\$840.00) or that lot owner's prorated share of the Declarant's estimated costs of maintaining the road and facilities within the subdivision, whichever is greater, which charges of fees shall be paid within five (5) days of the owner's receipt of an Invoice for same. Should owner not pay the quarterly bill within 5 days, a late fee of 8% of the outstanding bill will be incurred. Should owner be delinquent 30 days,

then the declarant will have the right to legally pursue payment of the outstanding, plus costs and legal fees. In addition a lien will be place on the property.

3. The governing body of the Association shall be comprised of three (3) members who shall be appointed by Declarant until seventy-five (75%) percent of the lots located within the subdivision have been sold; however, Declarant shall have the right to relinquish this right prior to that time. At the end of the Declarant's control period or at such time as Declarant relinquishes control of the Association, the Board of Directors shall be comprised of individuals who are lot owners within the subdivision, and no more than one (1) owner per lot shall serve on the Board.
4. On the sale of the seventy-third (73rd) lot, the Homeowners Association, if formed, shall assume all maintenance requirements for the roads, snowplowing and other maintenance of the roads and facilities located within the community at which time the charge or fee provided for in Paragraph 2 of this section shall be paid to the Homeowners Association. At the end of the control period, unless Declarant sooner relinquishes his right to appoint the Board of Directors of the Association, the Declarant shall convey the roads and other facilities within the subdivision to the Association unless the Declarant determines to dedicate the same to the applicable municipality.
5. If formed, the Association shall have all of the rights, authority, duties and responsibilities as prescribed and set forth in the Uniform Plan Community Acts as amended and supplemented from time to time.

ARTICLE V

REMEDIES

Section 1 - Remedies

- A. The Declarant, and at the end of the control period the Homeowners Association, if formed, shall have the right and authority to prevent the occurrence, continuation or violation of any of the provisions of this Declaration. The lot owner, upon notice of a violation, shall rectify same within seven (7) days of the date of the notice. In the event that the lot owner does not fully and completely correct said violation, then the Declarant and, if applicable, the Homeowners Association, shall have the right to set forth herein in conjunction therewith to engage the

services of an attorney to initiate any such action as may be deemed necessary to enforce any provision of this Declaration including the initiation of litigation for damages and/or to enjoin, abate or remedy by appropriate legal proceedings any violation or the continuation thereof, the cost of such litigation, including attorneys' fees shall be borne by the lot owner.

- B. The Declarant and the Homeowners Association, if applicable, shall have the absolute right to enter in, onto or upon a lot or area, which is in violation of this Declaration, to summarily abate and remove at the expense of the lot owner who caused or permitted such violation any structure, thing or condition that may exist therein in contrary to the provisions of the Declaration and neither the Declarant nor any authorized agent of Declarant or the Association shall be deemed guilty in any manner of a trespass.
- C. The remedies specified herein are cumulative and any action taken with regard thereto shall not be taken to preclude any parties or resort to any other remedy at law or equity. No delay or failure on the part of any agreed party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to it by the reoccurrence or continuation of said violation.

ARTICLE VI

AMENDMENT

1. During the control period Declarant shall have the right in its sole discretion to amend, waive or modify any of the restrictive covenants, easements, equitable servitudes, assessments and liens, or other provisions set forth herein.
2. Subsequent to the end of the control period, of Declarant relinquishing its right of control to the Association, the Declaration may be amended in whole or in part or repealed upon a vote of three-fourths (3/4) of the members of the Association approving the proposed Amendments or the repeal of this Declaration at a meeting of the Association duly held the notice of which shall have stated as the purpose the consideration of the amendments of this Declaration giving the substance of any proposed amendment or amendments, including the repeal hereof.

ARTICLE VII

MISCELLANEOUS

Section 1 – Notice

Any notice to be sent to an owner pursuant to the provision of this Declaration shall be deemed to have been properly sent when marked First Class, postage prepaid to the last known address of the person whom appears as the owner of a lot on the records of the Association at the time of such mailing.

Section 2 – Severability

The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration shall remain in full force and effect.

Section 3 – Interpretation

The provisions of the Declaration shall be liberally construed to effectuate the purpose of ensuring that the development shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner Residential Community.

Section 4 – Waiver

No restriction, condition, obligation, or provision contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5 – Perpetuities and Other Invalidity

If any of the options, privileges, covenants or right created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous stator provision; (b) the rule restricting restraints or alienation; or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only

twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Declaration.

Section 6 – Liability

The Declarant shall not be liable or bound in any manner by any expressed or implied warranties, promises or representations or purporting to represent the Declarant unless specifically provided for in this Declaration.

Section 7 – Binding Effect

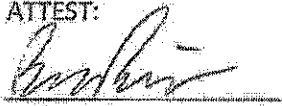
The provisions of the Declaration shall be binding upon all parties having or acquiring any lot(s) or any right, title or interest therein, and shall be for the benefit of each owner, his heirs, successors and assigns. Each owner (including Declarant) shall be fully discharged and relieved of liability of the covenants contained therein, in this capacity as owner insofar as such covenants relate to each lot, upon ceasing to own such lot(s) and upon paying all sums and performing all obligation thereunder, up to the time his ownership interest terminates, as provided herein.

Section 8 – Law to Govern

This Declaration shall be construed in accordance with the law of the Commonwealth of Pennsylvania.

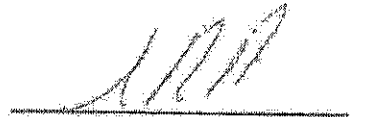
IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year aforesaid.

ATTEST:



Witness

Bruce Parisi


the Woods Steve Parisi
Board Member

COMMONWEALTH OF PENNSYLVANIA :

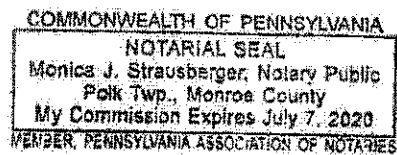
: ss.

COUNTY OF MONROE :

On this the 13th day of February, 2017, before me, a Notary Public, the undersigned officer, personally appeared, STEVEN P PARISI, who acknowledged himself to be authorized to do so, executed the foregoing instruments for the purposes therein contained by signing their names as set forth above.

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

Monica J. Strausberger
MONICA J. STRAUSBERGER
NOTARY PUBLIC





COUNTY OF MONROE

RECORDER OF DEEDS
610 MONROE STREET
SUITE 125
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Josephine Ferro - Recorder

Instrument Number - 201704183
Recorded On 2/16/2017 At 10:32:17 AM

Book - 2486 Starting Page - 8363
* Total Pages - 12

- * Instrument Type - DECLARATION
- Invoice Number - 725955
- * Grantor - THE WOODS
- * Grantee - THE WOODS
- User - TW
- * Customer - FALLING CREEK INVESTMENTS INC

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$27.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TAX CODE CERTIFICATION FEES	\$10.00
TOTAL PAID	\$42.50

RETURN DOCUMENT TO:
FALLING CREEK INVESTMENTS INC
PO BOX 655
BRODHEADSVILLE, PA 18322

MC GIS Registry UPI Certification
On February 16, 2017 By BH

TAX ID #
13/7/1/3
Total Tax IDs: 1



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.

058EC0



Book: 2486 Page: 8374

RECORDER OF DEEDS, MONROE COUNTY, PA

DATE: 10/20/2022

I hereby certify that this is a true copy of a

Declaration on file in this office in

Book, Vol 4510 Page 8363

Fahey Cawalko Deputy

Recorder of Deeds, Monroe County, PA

WARNING: DO NOT ACCEPT THIS COPY UNLESS THE
RAISED SEAL OF THIS OFFICE IS AFFIXED HEREON.

Rules and Regulations
The Woods POA
Kunkletown, Pa

1. Association dues shall be paid on or before January 30th annually.
2. If dues are not paid by the above date, they shall be deemed late and additional fees shall be assessed.
3. Lot owners who are deemed late shall be considered in poor standing.
4. Lot owners who are deemed to be in poor standing shall forfeit all rights to voting on any association appointment to the board of directors of the homeowner association.
5. Lot owners who are in poor standing shall not be eligible to be appointed to the board of directors of the homeowner association
6. Voting for the appointment of board of directors shall be once a year.
7. School Buses are not permitted to use the association parking lot or roads as a turnaround.
8. All lots that are transferred from Declarant must pay dues prorated from time of transfer and then annually.

Adopted 12.15.2020

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