

CARBON COUNTY RECORDER OF DEEDS  
EMMETT P McCALL, RECORDER  
PO BOX 89  
JIM THORPE, PA 18229-0089



CARBON COUNTY COURTHOUSE  
JIM THORPE

Instrument Number - 201003639  
Recorded On 5/20/2010 At 11:16:29 AM  
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Book - 1839  
\* Total Pages - 11

Starting Page - 7

Invoice Number - 191141  
\* Grantor - VALLEY VIEW ESTATES PROPERTY OWNER ASSOCIATION INC  
\* Grantee - VALLEY VIEW ESTATES PROPERTY OWNER ASSOCIATION INC  
\* Customer - VALLEY VIEW ESTATES POA

* FEES	
PA WRIT TAX	\$0.50
RECORDING FEES	\$35.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$40.50

\*RETURN DOCUMENT TO:  
VALLEY VIEW ESTATES POA  
PO BOX 1000  
ALBRIGHTSVILLE, PA 18210

I hereby CERTIFY that this document is  
Recorded in the Recorder of Deeds Office  
Of Carbon County, Pennsylvania



*Emmett P. McCall*  
Emmett P. McCall  
Recorder of Deeds

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

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

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CERTIFICATION OF PARCEL NUMBERS ONLY  
DOES NOT CERTIFY CONTENTS  
OF THIS DOCUMENT  
EMMETT P. McCALL  
CARBON COUNTY RECORDER OF DEEDS

3-51-A2

AMENDED DECLARATION OF COVENANTS AND  
RESTRICTIONS PERTAINING TO THE SUBDIVISION KNOWN  
AS VALLEY VIEW ESTATES

As amended this date: May 20, 2010

This Amendment to the Declaration of Covenants and Restrictions pertaining to certain land of Valley View Estates Property Owner Association Inc. authorized to do business in Pennsylvania by Certificate of Authority dated July 01, 1989, (hereinafter referred to as "Grantor" ) made this 20th day of May, 2010, amends the Declaration of Covenants and Restrictions dated August 30, 1989 and recorded August 31, 1989 in Carbon County Miscellaneous Book Volume 62 at page 275 as amended by the Declaration of Covenants and Restrictions dated January 18, 1990 and recorded January 31, 1990 in Carbon County Miscellaneous Book Volume 63 at page 124 as amended by the Declaration of Covenants and Restrictions dated February 20, 1990 and recorded February 23, 1990 in Carbon County Miscellaneous Book Volume 63 at page 294, and shall be applicable to all land in Valley View Estates Subdivision, Penn Forest Township, Carbon County, Pennsylvania (hereinafter referred to as "Development").

1. For the purposes hereof, the following definitions or meanings shall apply to words and phrases throughout this document, unless a different or contrary meaning is clearly specified.
  - a. "Grantor" is Valley View Estates Property Owners Association Inc., authorized to do business in the Commonwealth of Pennsylvania, with its principal office situated at P.O. Box 1000 Albrightsville Pa. 18210, and includes its successors and assigns;
  - b. "Grantee" is the purchaser or purchasers of a lot or lots in the Development, and includes their fiduciaries, agents, heirs, successors, assigns and employees;

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- c. "Premises" or "Lot" may be used interchangeably and means that residential lot or lots purchased by grantees in the Development. In the event a Purchaser acquires more than one (1) lot, each of said lots shall be subject to these covenants and restrictions as if each lot were the subject of a separate deed of conveyance.
  - d. "Development" is the land area encompassing the Valley View Estates Subdivision located in Penn Forest Township recorded August 10, 1989 in the Office" of the Recorder of Deeds in and for Carbon County in Jim Thorpe, Pennsylvania in Map Book Volume 2, page 143.
  - e. "Association" is the Valley View Estates Property Owners' Association, Inc. a Pennsylvania Not-Par-Profit Corporation formed by the Developer and Grantor prior to the conveyance of any lots in the Development.
2. A Pennsylvania Not-For-Profit Corporation, Valley View Estates Property Owners Association, Inc. was formed by the Grantor. Every owner of a lot appearing on the Plan of the Lots of Valley View Estates shall be a member of said Association. Each Grantee shall for himself, his heirs and assigns, agrees and covenants that he and his heirs and assigns shall be bound by the By-Laws of the Association from time to time in effect and the rules and regulations "imposed from time to time by the Association and that he, his heirs and assigns, shall pay to the Association such dues and assessments as shall be fixed by the Association pursuant to its By-laws for the maintenance of the common roads, retention ponds and any common area and other purpose set by the Association pursuant to its By-laws. For the year commencing July 1, 1989, the Board of Directors shall establish the dues at \$96.00. Pursuant to the By-laws of the Association, the Board of Directors may change that amount in subsequent years and may change the fiscal year.

The Association shall receive all dues, assessments and other revenues in trust for the purpose of maintenance of roads, retention ponds, common area and any other purpose set by the Association pursuant to its By-laws. The Grantor shall be a member of said Association by virtue of its ownership of lots. The Grantor shall not be required to pay dues on any lots titled in its name. The Grantor shall be entitled to three (3) votes for each lot titled in its name until the sale of seventy five (75%) percent of the lots in the Development. Thereafter, the Grantor shall be entitled to one (1) vote for each lot titled in its name. By reason of its votes in said Association, the original Board of Directors in said Association may be the representatives of the Grantor.

3. Until dedicated to public use, or conveyed to the Association, title to the portion of the land of said Grantor laid down as roads in the Development shall remain with Grantor, subject to the right of Grantees and others and those claiming under them to use the same for ingress, egress and regress to and from public streets and roads, and subject to the right of the Grantor or utility companies to maintain and install, or grant the right to maintain and install, utility lines, fixtures for street lighting and drainage facilities over, under, above and within the line of said roads.
4. Until dedicated to public use or conveyed to the Association, title to the portion of the land of said Grantor laid down as retention ponds or common areas in the Development shall remain with the Grantor, subject to the right of Grantees and others and those claiming under them to use the same for purposes established by Grantor from time to time and subject to the right of the Grantor to increase or decrease the size, location, design or purpose of any retention pond or common area.

5. Grantor hereby reserves the right to convey the land of Grantor laid down as roads, retention ponds or common areas to the Association without the joinder of a Grantee, or to dedicate the same, or some of them, to public use, and to execute and deliver to the Association deeds or instruments of dedication to the appropriate municipal government, without the joinder of Grantee and Grantee does hereby release any right that damages by reason of said conveyance or dedication, as the case maybe, intending to be legally bound.
6. Grantor reserves for itself, its successors and assigns and for utility companies to which Grantor may from time to time grant easements the right to install, construct, maintain, repair or replace slope-easements, utilities and drainage facilities, (including poles, wires, pipes and lines, either over ground or underground) over, under and along the front fifteen (15) feet of each lot in Valley View Estates and within ten (10) feet of any sideline of each lot and within ten (10) feet of the rear lines of any lot. In addition, the Grantor, its successors and assigns reserves easements and the right to install, construct, maintain, repair or replace utilities and drainage facilities on any portion of the Development not identified as lots on the recorded Plot Plan of the Development. Grantor also reserves the right to grant any other easements to utility companies over, under and upon any unsold lots in the Development for the purpose of installing, constructing, maintaining, repairing or replacing facilities for utility or service purposes. The term utility companies used herein means public and private electrical, telephone, cable television or other service companies that Grantor may contract with from time to time.
7. Each lot in the Development" is under and subject to the additional restrictions, covenants, and easements, if any, as may appear on the recorded plot plan.

8. Duties and obligations herein imposed upon each grantee are not merely personal but extend to every successor or Grantee in title or in ownership, as well as their respective heirs, executors, administrators and assigns. The title and ownership of the lands of Grantor in the Development and the rights and powers of the enforcement of all of the duties and obligations of the lot owners in the Development, shall be in the Grantor, its successors and assigns.
9. The premises hereby conveyed shall be used for single family residential purposes only. No structure of a temporary character, and no mobile home, trailer, basement, tent, shack, garage, barn, camper or other such outbuildings shall be used on any lot as a residence, either temporarily or permanently. Provided, however, that Grantor, its successors and assigns, may construct and maintain a building or buildings for use as a sales office and/or model home, except that this right shall terminate one year after the sale of seventy five (75%) percent of the lots in the Development.
10. No lot shall be further subdivided except that a lot may be subdivided, with Township approval, if each portion of said lot becomes an indivisible part of an adjoining lot.
11. No building shall be constructed or erected upon any lot except for one single family residence, an attached or detached one, two or three car garage and an attached or detached one story garden or utility shed not more than 400 square feet in size. The said single family residence, if one story, shall contain at least 1,200 square feet of heated living area, excluding garages and unfinished or finished basements. If the said single family residence is more than one story, the building shall contain at least 1,400 square feet of heated living area, excluding garages and unfinished or finished basements and the first floor shall contain at least 800 square feet of heated living area, excluding garages and unfinished or finished basements.

No building shall be more than two and one half stories from ground level. The outside of all buildings shall be completed within six (6) months of the commencement of construction.

12. No building, or other structure, shall be constructed or erected within fifty (50') feet of any property line other than those permitted by the following provisions:

- a. Grantee may erect one or two garden or utility shed(s) with a combined total of not more than 400 square feet or smaller on his/ her lot, with said shed located behind or on the side of the main dwelling and not to be placed any closer to the side borders than 15 feet and nor any closer than 10 feet from the rear border (Properties with drainage swales the shed cannot be any closer to the swale than the 20 ft. from the Border.). No shed shall be erected any closer to the wetlands than allowed by the proper governing authority of Pennsylvania. Grantee must obtain all local and state permits and submit a plot plan including location and size and description of shed including siding choice and color to the architectural control committee of the Grantor for approval. Grantee must obtain the approval of the Architectural Control Committee in writing before he/she commences any work and shall submit a copy of his/her permits for the file maintained by the Architectural Control Committee of the Grantor.
- b. Grantee may erect a fence on his/her property No section of the fence shall be closer than 10 feet from the side borders, no closer than 10 feet from the front and no closer than 10 feet from the back of Grantee's property. In the event that the Grantee's property adjoins a swale, then the fence must be no closer to the swale than 10 feet). Grantee must obtain all local and state permits. Grantee must submit any permits and a plot plan including location, height, style and color of the desired fence to the architectural control committee for approval. Grantee must obtain the approval of the Architectural Control Committee of the Grantor in writing before Grantee begins any

work and shall submit a copy of Grantee's permits for the file maintained by the Association's Architectural Control Committee.

- c. The Architectural Control Committee of the Grantor has the authority under covenant number (15) to limit the size, height, length, color and aesthetic impact on the community for any sheds and/or fence.
13. Grantee agrees to keep his lot in good and sanitary condition and shall not use or maintain the lot as a dumping ground for rubbish or trash. Trash, garbage or other waste shall be kept in sanitary containers. The placing or storing of unlicensed or junk automobiles on the premises is prohibited.
14. Prior to the occupancy of any dwelling in the Development, Grantee shall contract for the regular and periodic disposal of trash and garbage and, upon request, shall provide proof of the same to the Association.

Provided, that the Association shall have the right, but not the obligation, to contract for the removal of trash and garbage from all properties in the Development and in such a case the cost thereof shall be assessed equally to lots with dwelling thereon in the Development in a manner determined by the Association.

15. No building structure or enclosure shall be constructed or erected, and no excavation, cutting or clearing shall take place, upon any lot within the Development until and unless plans for the same have been submitted to and approved by an Architectural Control Committee created by the Board Directors of the Association. The Architectural Control Committee shall have the right to review and approve the plans for such construction, erection, excavation, cutting and clearing including, but not necessarily limited to design, elevation, location, drainage, surface runoff impact, materials, colors and other aesthetic factors to insure that all lots and lot improvements in the Development blend and are compatible and

harmonious with the natural surroundings and envisions of the Development. The Architectural Control Committee shall establish, from time to time, Rules and Regulations upon which its approval shall be based and each Grantee agrees to be bound by the Rules and Regulations that the Architectural Control Committee adopts from time to time.

16. No signs for advertising shall be erected or maintained on the premises except for signs of the Developer advertising the sale of property within the Development.
17. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or any other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
18. No clearing of trees or brush, construction, dumping or filling, excavating or other disturbance of the surface topography shall take place on any lot closer to a wetland conservation area than is permitted by the rules and regulations of the Pennsylvania Department of Forest and Water, Pennsylvania Department of Environmental Resources or the United States Army Corps of Engineers.
19. No construction shall be commenced upon any lot until a bond or other security, in a form satisfactory to the Board of Directors, has been posted with the Association to reimburse the Association for any damage to roads or other Association property and for the cleaning of or disposal of, construction debris or for the violation of any rule or regulation of the Association, the Architectural Control Committee or these Covenants. The amount of the bond or security shall be One Thousand Dollars (\$1,000.00). The Board of Directors may increase this amount provided that it shall not be increased more than twenty five (25%) percent in any one year. The Board of Directors may draw upon the bond or security at any time at its discretion.

20. Grantor reserves the right to grant and convey Lot 9 in the Development to the Property Owners Association and to restrict the use thereof to membership or utility services and related Association purposes.

21. These restrictions shall be deemed to run with the land known as Valley View Estates and shall bind each Grantee and their fiduciaries, agents, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor does hereto put its hand and seal the 20<sup>th</sup> day of May, 2010.

Valley View Estates P.O.A.

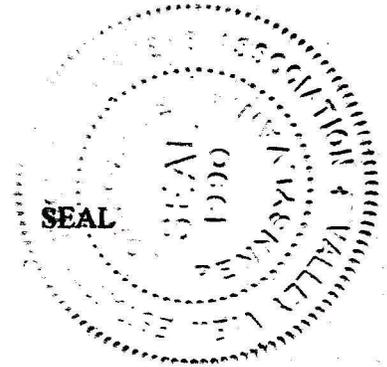
By: [Signature]  
Shawn Slack Director and Recording Secretary of  
Valley View Estates P.O.A.

Date May 20, 2010

ATTEST:

[Signature]  
Robert Salerno Director.

[Signature]  
Notary Signature **LOOSE CERTIFICATE ATTACHED**



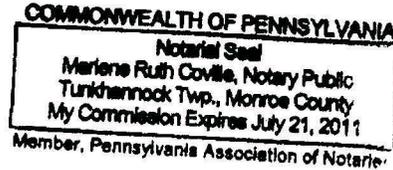
**ACKNOWLEDGMENT**

Commonwealth of Pennsylvania  
County of Carbon

On this, the 20<sup>th</sup> day of May, 2010, before me Marlene Ruth Coville, notary public, the undersigned officer, personally appeared Shawn Slack, Director and Recording Secretary of Valley View Estates P.O.A., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

  
Notary Public



*Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled Amended Declaration of Covenants and Restrictions Pertaining to the Subdivision Known as Valley View Estates, which consists of nine (9) pages (s) and is dated May 20, 2010.  
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.*

*(Notary Note: Loose Certificate Attached)*