

**AMENDED AND RESTATED DECLARATION**  
**FOR**  
**RHODO MOUNTAIN ESTATES,**  
**A PLANNED COMMUNITY**

This Amended and Restated Declaration ("Amended Declaration") is made this 9<sup>th</sup> day November, 2013, by JAN AND ULLA JURRISEN, doing business as RHODO MOUNTAIN REALTY GROUP (hereinafter "Declarant") and RHODO MOUNTAIN ESTATES HOMEOWNER'S ASSOCIATION, INC., (hereinafter "Association").

**RECITALS**

WHEREAS the *Declaration of Covenants, Restrictions, Easements, Charges and Liens for Rhodo Mountain Estates, a Planned Community*, was executed on the 19<sup>th</sup> day of September, 2007 and filed with the Carbon County Recorder of Deeds Office at Deed Book 1639, Page ~~684~~  
683 in December 2007 (the Original Declaration"); and

WHEREAS, the Original Declaration was executed by the Declarant solely in his capacity as Declarant and was not approved and accepted by the then existing unit owners; and

WHEREAS, it is necessary to clarify certain provisions of the Declaration, specifically (1) confirmation of approval of the amendment by the members; (2) adjustment of the collection interest rates; (3) the re-characterization of property to be included in the Community; and (4) the conversion of certain Convertible Real Estate into the Community; and

WHEREAS, this Amended and Restated Declaration confirms approval by the membership as per 68 Pa. C.S. § 5219, including adjustment of the interest rate set forth in Article VI, Section 6.5(a), pursuant to a membership vote certified on November 9, 2013 as confirmed by the Certification of Vote attached as Exhibit D; and

WHEREAS, this Declarant and member-approved Amended and Restated Declaration confirms that the property designated as Lot 1 of Section 1-C on the map is included within the Community; and

WHEREAS, the Declarant recorded a Subdivision Plan on November 15, 2012 in Carbon County Map Book 4 Page 223 creating 10 additional Lots out of Lot 2 of Section 1-C of the original Plat, which real estate was identified as Convertible Real Estate in the Original Declaration; and

WHEREAS, the Declarant hereby converts Lots 401, 402, 403, 404, 407, 408, 409 and 410 into the Community; and

WHEREAS, the map attached as Exhibit "C", further confirms the updated status of the Lots within the Community, including the addition of the Lots added from the Convertible Real Estate, and shall constitute the boundaries of the Community that are subject to this Declaration; and

WHEREAS, the Rhodo Mountain Estates Homeowner's Association was created by the filing of Articles of Incorporation in December 2007; and

WHEREAS, the parties confirm the initial election of Board Members pursuant to Section 4.4 herein; and

WHEREAS, the Declarant has conveyed the Common Facilities to the Association pursuant to Section 5.2 via a Deed dated February 22, 2008, recorded on March 3, 2008, in Deed Book 1669, Page 749, which Deed was corrected by the Corrective Deed dated August 1, 2012 and recorded on August 31, 2012 in Deed Book 1994 Page 532; and

WHEREAS, the Original Declaration at Section 11.1 provides that membership approval was required for any declaration amendment; and

WHEREAS, Lot 1 of Section 1-C was contained on the original plat and was intended to be included in the Original Declaration and thus, unanimous approval per 68 Pa. C.S. § 5219(d) is not required for this amendment.

**RESTATEMENT OF ORIGINAL DECLARATION RECITALS**

WHEREAS, by virtue of a Deed dated April 12, 1989 and recorded in the Carbon County Recorder of Deeds Office in Deed Book 518, page 461, and a Deed dated December 29, 1997 and recorded in the Carbon County Recorder of Deeds Office in Deed Book 739, Page 870, Declarant is/was the legal owner of certain real property in Penn Forest Township, Carbon County, a portion of which shall be the Community, which Deeds are attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the Declarant has conveyed several Lots in the Community to Lot Owners, subject to a deed restriction that "An association of all property owners may in the future be formed by the Grantors and designated by such name as may be deemed appropriate, and when formed, the buyer covenants and agrees that he and his executors, heirs or assigns, shall be bound by the bylaws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same."; and

WHEREAS, the Lots sold subject to this deed restriction are set forth in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, the Declarant desires to develop the Community as a planned residential community to be known as "Rhodo Mountain Estates", consisting of 43 Lots developed or intended to be developed as single-family detached dwellings together with Common Elements (including Roadways, Detention Basins, Street Lights, and Street Signs) for the benefit of the Community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Community and for the maintenance of said Common Elements, (including, but not limited to the Roadways, Detention Basins, Street Lights, and Street Signs), and to this end, desires to subject the real property referred to in Article II and shown on Exhibit "C", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and each subsequent owner thereof or any portion thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Community, to create an entity to be known as "Rhodo Mountain Estates Homeowners Association" to which shall be delegated and assigned the duty and the powers maintaining and administering the Common Elements, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Pennsylvania a nonprofit corporation known as "Rhodo Mountain Estates Homeowners Association" for the purposes of exercising the powers, duties and functions aforesaid; and

WHEREAS, this Declaration is intended to be a master document governing the ownership and use of all of the Lots (as defined below) and Common Facilities which collectively constitute the Property, and of the Controlled Facilities which, together with the Common Facilities, constitute the Common Elements.

NOW, THEREFORE, the Declarant and the Association declare that the real property referred to in Article II hereof and more particularly shown on Exhibit "C" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") hereinafter set forth. All the provisions of this Amended

Declaration shall, as to the Owners of the Property, Common Elements and Lots, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other property, Common Elements and Lots in the development and their respective owners and, as its interests are affected, the Municipality.

**ARTICLE I**  
**DEFINITIONS**

Section 1.1 Definitions. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Act" or "UPCA" shall mean and refer to the Pennsylvania Uniform Planned Community Act.

(b) "Association" shall mean and refer to the "Rhodo Mountain Estates Homeowners Association", its successors and assigns, organized under Section 5301 of the Act.

(c) "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities.

(d) "Common Expense Liability" shall mean and refer to the liability for common expense allocated to each unit in Section 4.2 of this Declaration.

(e) "Common Expenses" shall mean and refer to the expenditures made by, or the financial liabilities of, the Association, together with any allocations to reserves.

(f) "Common Facilities" shall mean and refer to the portions of the Property located outside of any Lot, consisting of the Roadways, two detention basins, and any other utility systems not owned by a governmental entity or public utility, intended to be devoted to the common use and enjoyment of the members of the Association as herein defined.

(g) "Controlled Facilities" shall mean and refer to the street lighting systems and property signage. The Controlled Facilities shall be maintained, improved, repaired, regulated, managed or replaced by the Association.

(h) "Declarant" shall mean and refer to Jan Jurrissen and Ulla Jurrissen, d/b/a Rhodo Mountain Realty Group, their heirs, successors and assigns and any person who succeeds (under § 5304 of the Act) to any Special Declarant Rights, subject to the restrictions of § 5304 of the Act.

(i) "Executive Board" shall mean and refer to the Executive Board of the Association, which shall manage the Association's operations in compliance with, and subject to, the provisions of the Act.

(j) "Lot" shall mean and refer to any parcel of land within the Property on which an individual residential dwelling unit is or intended to be constructed.

(k) "Member" shall mean and refer to all the owners who are members of the Association; every Owner of a Lot which is subject to the assessment shall be a member of the Association. Membership shall be mandatory and appurtenant to and may not be separated from ownership of any Lot.

(l) "Municipality" shall mean and refer to the municipality within which the Property is located, being the Township of Penn Forest, Carbon County, Pennsylvania.

(m) "Owner" shall mean and refer to the record owner, whether persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of any mortgage, unless or until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(n) "Plat" shall mean and refer to the Plat which is attached hereto as Exhibit "C".

(o) "Property" shall mean and refer to all lands, both Lots and Common Elements, which are shown on Exhibit "C", or are hereafter made subject to this Declaration.

(p) "Roadways" shall mean and refer to West Drive, Tupelo Street, Trillium Road and Unionville Road, as shown on the Plat.

**ARTICLE II**  
**PROPERTY SUBJECT TO THIS DECLARATION; NAME OF THE COMMUNITY**

Section 2.1 Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Penn Forest, Carbon County, and is more particularly described in part in Exhibit "A", being "Rhodo Mountain Estates, a Planned Community" as shown on the Plat, attached as Exhibit "C", and consisting of approximately 256.027 acres, more or less.

Section 2.2 Name. The name of the Community to be developed within the Property is "Rhodo Mountain Estates, a Planned Community."

Section 2.3 The Lots and Common Elements.

(a) The Common Elements shall include (but not be limited to) the detention basins, Roadways, street lightening systems and property signage.

(b) All roads within the Property and street lights and street signs shall be part of the Common Elements and will not be dedicated to any third party.

Section 2.4 Convertible Real Estate

Declarant hereby converts Lots 401, 402, 403, 404, 407, 408, 409 and 410, as more fully shown and laid out in a Subdivision Plan recorded on November 15, 2012 in Carbon County Map Book 4 Page 223, into the Community. This Amended and Restated Declaration shall also be considered a Supplementary Declaration under Section 5211 of the Act and the real estate described herein has been converted under Article II, Section 4 of the Original Declaration. Upon the conversion of these additional 8 Lots to the Community, no further convertible real estate shall exist, and the Declarant waives any rights it may have under the Original Declaration or the Act to convert additional real estate to the Community.

**ARTICLE III**  
**DESCRIPTION OF UNITS**

Section 3.1 Boundaries. The boundaries of each unit are coterminous with the boundaries of each Lot as depicted on the Plat. For purposes of this Declaration, a "unit" is synonymous with the term "Lot". The identifying number of each unit or Lot is set forth on the Plat appended hereto.

**ARTICLE IV**  
**MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;**  
**PERIOD OF DECLARANT CONTROL**

Section 4.1 Membership. Every person who is an Owner (as defined in Article I) of any Lot which is subject by this Declaration to assessment by the Association shall be a member of the Association. However, in the event that a member of the Association should lease his or her Lot to another person then, and only in that event, the lessee shall be entitled to all of the privileges of membership in the Association, except that the Owner will still be responsible for payment of all the Association assessments and will still be entitled to the vote allotted to the particular Lot in question.

Section 4.2 Allocation of Voting Rights and Common Expense Liability. Each Lot is allocated one vote in the Association. The voting right allocated to each Lot is equal with respect to all Lots, with any additional Lots created from the Convertible Real Estate each receiving an equal vote. Likewise, each Lot, and the Owner thereof, is allocated an equal share of the liability for Common Expenses; provided, however, that if a Common Expense is caused by the negligence or misconduct of any owner, the Association may assess such expense exclusively against his or her Lot.

Section 4.3 Period of Declarant Control. In consideration of more than 75% of the Lots being sold prior to the recording of this Declaration, the Declarant acknowledges that there will be no period of Declarant control.



Section 4.4 Executive Board Election. Within 60 days after the recordation of the original Declaration, the first annual meeting of the Association shall be held at which three members of the Executive Board shall be elected by the Lot Owners as a whole (including the Declarant as Lot Owner) in accordance with the allocation of voting rights set forth in Section 4.2 above. One of the original Executive Board Members shall be elected for an initial one-year term, one for a two-year initial term, and one for a three-year initial term. All future members of the Executive Board shall be elected by the Lot Owners as a whole (including the Declarant as a Lot Owner) in accordance with the allocation of voting rights set forth in section 4.2 above at the annual meeting of the Association. Except as hereinabove provided, all members of the Executive Board shall serve for three-year staggered terms.

#### **ARTICLE V** **PROPERTY RIGHTS IN THE COMMON FACILITIES**

Section 5.1 Members' Easements of Enjoyment. Subject to the provisions of Section 5.3 of this Article V, every member shall have a right and easement of enjoyment in and to the Common Facilities and Controlled Facilities, and such easement shall be appurtenant to and shall pass with the title to every Lot, and shall commence at the time of such member's acquisition of his or her lot whether or not title to the Common Facilities has been then conveyed to the Association. Such an easement shall include the right of access to, ingress to and egress from the Common Facilities and Controlled Facilities. Such easement shall also include the right to use drainage facilities and utilities placed within the Common Facilities and Controlled Facilities. A lessee shall have all of the rights of this Section belonging to the Owner of the Lot with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and assessment remain with the Lot Owner.

Section 5.2 Title to Common Facilities. Declarant hereby covenants for themselves, their heirs and assigns, that they shall convey the Common Facilities by special warranty deed to the Association, free and clear of all liens and encumbrances, excepting mortgage encumbrance as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or conditions existing of record not later than 120 days from the recordation of this Declaration.

Notwithstanding the preceding sentence to the contrary, the Declarant does not need the consent of the Association to convey the Common Facilities to the Association.

Section 5.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Facilities and Controlled Facilities and, in aid thereof, to mortgage said Common Facilities, provided that the rights of such mortgagee in said Common Facilities shall be subordinate to the rights of the Owners hereunder.

(b) The right of the Association to take such steps as are such reasonably necessary to protect the Common Facilities against foreclosure;

(c) The right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Facilities, for the installation, maintenance and inspection of the lines and appurtenances for drainage or other utilities; provided, however, that such easements and rights-of-way will not be contrary to either (i) the Plat, or (ii) the purposes for which the Common Facilities can be utilized under the governing ordinances of the Municipality; and

(d) The right of the Association, contingent upon the prior written approval of the Municipality, to dedicate or transfer all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication and transfer or determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that after due notice in accordance with the Articles of Incorporation and Bylaws of the Association, that two-thirds (2/3) of the Owners present, in person or in proxy, voted to approve such action.

(e) The free right and privilege of Declarant at all times hereafter to go upon the Common Facilities to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors.

(f) The free right and privilege of Declarant, its agents, servants, contractors, licensees and invitees to enter upon the Common Facilities at all times for the purposes incident to the construction of the residential subdivision and the marketing of dwellings, including, without limitation, the right to complete all improvements to denoted on the Plat and/or the Final Subdivision Plans; the right to use easements within and through the Common Facilities and Controlled Facilities, as more fully set forth herein below.

(g) The absolute right of the Declarant at any time until the conveyance of the last Lot to an Owner other than Declarant to modify the boundary lines of the individual Lots; provided, however, that any such change must first be approved by the Municipality.

#### ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

##### Section 6.1 Creation of the Lien and Personal Obligations of Assessments.

(a) Assessments. The Declarant, for each Lot owned by them within the Property, hereby covenants and each subsequent Owner, of any such Lot by acceptance of a Deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter against which each assessments is made, as more fully set forth in Section 5315 of the Act. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Notification. The Owner of a lot intending to sell the same shall notify the Executive Board as to his intent to sell the Lot so that the Resale Certificate required under Section 5407 of the Act may be prepared.

(c) Resale Certification. Within ten (10) days of the receipt of such notification the Board shall prepare a Resale Certificate which shall set forth all information required under Section 5407 of the Act. This Certificate shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Association's management company. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Owner of personal liability.

Section 6.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of paying the Common Expenses of the Association, including promoting the health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Elements, including but not limited to, the payment of insurance thereon and maintenance, repair, replacement and additions, thereof, and for the cost of labor, equipment, materials, management and supervision thereof, and for the costs of operation of the Association.

Section 6.3 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto and including the Common Elements, provided that any such assessment shall have the consent of two-third (2/3) of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this response.

Section 6.4 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis; provided, however, that in the event that a Common Expenses is caused by the negligence or misconduct of an Owner, or tenant or invitee of an Owner, the Association may assess such expenses exclusively against such Owner's Lot.

Section 6.5 Effect of Non payment of Assessments: Remedies of the Association.

(a) Any assessment not paid within thirty (30) days after the due date shall be subject to such late charge as may be established by the Board, and shall also bear interest from the due date at a rate of 12% per annum, unless a lesser rate is required by law, but then at a maximum rate permitted. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the Lot, as forth in § 5315 of the Act, or both. No owner may waive these requirements or abandon his Lot.

(b) Each Owner, on becoming an Owner of any Lot, shall be deemed to covenant and agree to the enforcement of all assessments in the manner specific in this Declaration and in the Act. Each Owner agrees to pay reasonable attorneys fees as established from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Lot, whether by suit or otherwise, or incurred by the Association in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such owner and/or his or her Lot.

(c) Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association may provide notice of such delinquency and may do one or more of the following: (a) declare the entire balance such annual or special assessment due and payable in full; (b) charge a late fee in an amount to be set by the Board; (c) upon registered or certified mail notice to the Owner, suspend the right of such Owner to vote until the assessment and accrued charges are paid in full; or (d) employ other remedies available at law or equity or, without limitation of the foregoing, including either of the following procedures:

(i) Enforcement by Suit. The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with late fees, interest thereon at the rate of twelve (12%) percent per annum from the date of delinquency, costs of collection, court costs and reasonable attorneys' fees in such amount as the Board has established from time to time. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(ii) Enforcement by Lien. Pursuant to § 5315 of the Act, there is hereby created and perfected a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots pursuant to this Declaration, together with late fees, interest thereon as provided for by this Section, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, as may from time to time be established by the Board. At any time after the occurrence of any delinquency in the payment of any such assessment, the Association, or an authorized representative thereof, may make a written demand for payment to the delinquent owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for demand or claim or lien on account of prior delinquencies, and any demand, claim or lien shall be deemed to include subsequent delinquencies, and amounts due on account thereof. If such delinquency is not paid within thirty (30) days after delivery of such demand, the Association, or its duly authorized representative, may thereafter elect to commence foreclosure or other enforcement action in court, as set forth in § 5315 of the Act. The Board is hereby authorized to appoint any attorney or any office or director of the Association for the purpose of conducting such proceeding.

(d) All remedies provided herein or in the Act are cumulative.

Section 6.6 Lien Priority and Divestiture. The priority of any lien for assessments authorized hereunder or by the Act, shall have such priority as against any and all other liens on a Lot, as is set forth in § 5315 of the Act. Any such lien shall be subject to divestiture only as set forth in § 5315 of the Act.

Section 6.7 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all Common Facilities as defined in Article I, Section I hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

**ARTICLE VII**  
**MAINTENANCE OF COMMON FACILITIES AND CONTROLLED FACILITIES**

Section 7.1 Maintenance Responsibility. The maintenance of the Common Facilities and Controlled Facilities shall be the responsibility of the Declarant until such time as the initial Common Expense assessment is made. Thereafter the maintenance of the Common Facilities and Controlled Facilities, if any, shall be the responsibility of the Association. The Common Elements shall be maintained in a structurally sound and functional condition, in compliance with all Municipal regulations. Maintenance shall include, but is not limited to, the Roadways and detention basins, maintenance and repair, liability insurance, construction of any kind and anything else associated with the use and enjoyment of the Common Elements by the Owners.

**ARTICLE VIII**  
**EFFECT OF NON-MAINTENANCE OF COMMON FACILITIES AND CONTROLLED FACILITIES BY ASSOCIATION**

Section 8.1 Costs of Maintenance. The costs of the Association to maintain and/or repair the Common Elements shall be assessed equally among the Owners. The assessment shall be a charge of the Lots and shall be a continuing lien upon the Lots.

Section 8.2 If Association Abolished. In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Facilities as provided herein, such Common Facilities shall first be offered for dedication to the Municipality, at no cost to the Municipality, before any other steps are taken in conformity with these Covenants and Restrictions.

**ARTICLE IX**  
**GENERAL RESTRICTIONS**

Section 9.1 Compliance with Final Subdivision Plan. No use of any Lot shall be made which is contrary to the Final Subdivision Plan approved by the Municipality, as provided for in the relevant provisions of the Municipality zoning ordinance, or such changes or amendment to such plan as may from time to time be properly approved by the Municipality. Each Owner shall be bound by all provisions of such Final Subdivision Plans, whether or not recorded, including but not limited to all Notes shown thereon.

Section 9.2 Lot Size. With the exception of Convertible Real Estate, no Lot shall be subdivided, partitioned, changed or reduced in size except that the Declarant reserves the right to itself, its successors or assigns, to modify the final plan in accordance with the proper consent and approval of the Municipality.

Section 9.3 Restrictions. The following uses/improvements are prohibited or restricted:

1. The premises hereby conveyed, shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than two cars, and any other private structures normal to a residential lot, such as tool sheds, pet houses, etc. The residential building, exclusive or garage, shall have a minimum floor space of 1,000 square feet.

2. No building shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side street line, or nearer than 20 feet to an interior lot line.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence or for any other purpose, either temporarily or permanently, without written permission from the Grantors or their heirs or assigns. It is intended that no lot shall be used either directly or indirectly for the purpose of camping.



4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes and do not constitute a nuisance to the adjoining lot owners in the development.
5. No vehicle shall be abandoned or stored on the premises, nor shall any vehicle over ten (10) tons in gross weight be driven over the roads leading into the development without a written permit from the Grantors, their heirs and assigns.
6. No unlicensed vehicles nor one that is inoperative for a period of time in excess of 30 days shall be kept on the premises unless it is placed completely under the roof of a garage.
7. No firearms, bow and arrows, slings or explosives shall be discharged or shot nor shall any hunting be conducted on lots or areas not reserved for said purpose.
8. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers.
9. No individual waste supply system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the state or local public health authorities.
10. No individual sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or local public health authorities.
11. No signs for advertising purposes may be erected or maintained on the premises.
12. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front and rear 3 feet of each lot.

13. Title to the roads and streets shown on the plots and maps of this subdivision shall be in the lot owners, subject to the right of the developer to maintain road quality. The cost of maintenance, including but not limited to snow removal, shall be borne by the lot owners. If no other agreement as to cost apportionment is reached amicably, it shall be assessed on a front foot basis by the developer, who is authorized to use legal process to collect these funds.

14. No improvement or structure of any kind, including, without limitation, any building, wall, swimming pool, or tennis court and related screen enclosure or fence, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereto be made, unless and until the plans, specifications and location of the same showing the nature, kind, shape, height, materials, floor plans, color schemes, location and approximate cost of such structure, and the grading plan of the lot to be built upon, shall be submitted to and approved in writing by the engineer or agent of Grantors, their successors and assigns. Such plans and specifications shall describe the point of intersection of any driveway with any abutting private or public road, and shall further provide for the construction of water drainage pipes, when required, beneath any road or driveway to be constructed on the premises. Proper municipal approvals shall also be submitted with the proposed plan. Said Grantors, their successors and assigns, shall approve or disapprove said plan or drawing within fifteen days from acknowledged receipt of same at its main office. Grantors, their successors and assigns, shall further have the right to refuse to approve any such plans, specifications, landscaping or grading not in harmony with the external design and location of surrounding structures and topography. They shall have the right to take into consideration suitability of the proposed dwelling or other structure of the material of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof, with the surroundings and the effect of the building on the outlook from the adjacent or neighboring property or properties.

15. Grantees, their heirs and assigns, shall conduct themselves at all times in an orderly manner, so as not to disturb the peace and quiet of others.

16. An association of all property owners may in the future be formed by the Grantors and designated by such name as may be deemed appropriate, and when formed, the buyer covenants and agrees that he and his executors, heirs or assigns, shall be bounded by the bylaws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same.

Section 9.4 Enforcement. The Association shall have the authority to file suit to enjoin violations of this Declaration and be entitled to recover all attorneys fees and other costs incurred in the enforcement therein, with said costs constituting a lien under 68 Pa. C.S. § 5315.<sup>1</sup>

Section 9.5 Tree Maintenance. All street trees existing in and/or planted in the Roadways' right-of-way shall be cared for and maintained in good, healthy and safe condition at all times by the Lot Owner of the part of the Lot where the tree is located. All liability for any street tree on the Lot shall be on the Lot Owner of the part of the Lot where the tree is located. Without limitation, such Lot Owner shall have the duty to ensure that the tree does not create any nuisance.

Section 9.6 No Interference with Right of Way. No grading, landscaping or excavation or driveway installation shall be constructed on any Lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way or which interferes with any on Lot drainage swales, pipes, berms, basins or other drainage facilities of any type. Each Lot Owner shall further protect and refrain from damaging or causing any defect in any on-lot drainage swales, pipes, or berms, and failure to so protect and refrain from damaging shall constitute a violation of such Lot Owner's duties to the Association. The Association shall have the right to enter upon any Lot for the purpose of effecting repairs or rebuilding of any damaged drainage facility, and to assess the cost thereof against the Owner of such Lot, and to enforce such assessment in accordance with the provisions of Article VI.

---

<sup>1</sup> It is noted that the Restrictions set forth in Section 9.3 and the Enforcement provisions set forth in Section 9.4 collectively represent the deed restrictions listed in the Deeds from the Developer for the Lots.

Section 9.7 Restrictions Cumulative. All restrictions provided herein shall be in addition to any restrictions contained in municipal ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the restrictions provided for herein, the more stringent of the two shall apply.

**ARTICLE X**  
**RETENTION OF SPECIAL DECLARANT RIGHTS**

Section 10.1 Grading Easement. Declarant retains, for a period ending two (2) years after the sale by Declarant of the last Lot, an easement to enter upon each Lot to perform any corrective grading deemed necessary or desirable by Declarant; the Association and the Municipality shall each have the same easement perpetually.

Section 10.3 Signs. Declarant retains the right to maintain signs in any one or more of the Lots in the Community, as well as on the Common Facilities thereof, advertising Lots or units in the Community for sale or lease.

**ARTICLE XI**  
**GENERAL PROVISIONS**

Section 11.1 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns and the Municipality, perpetually. This Declaration, including the Plat, may be amended only by the affirmative votes (in person or by proxy) or written consent of members representing two-thirds (2/3) of the total voting power of the Association, except as otherwise specified below or in the Act.

Section 11.2 Exceptions to General Amendment Process. Notwithstanding the provisions of Section 11.1 above, the following exceptions to the general amendment process shall apply:

(a) Unanimous consent or joinder of the Declarant shall be required for all circumstances set forth in § 5219(d) of the Act;

(b) Amendments may be executed by Declarant under all circumstances set forth in § 5219(a)(3)(i) of the Act;

(c) Amendments may be executed by Association under all circumstances set forth in § 5219(a)(3)(ii) of the Act;

(d) Amendments may be executed by certain unit owners under all circumstances set forth in § 5219(a)(3)(iii) of the Act.

Section 11.3 Recordation of Amendments. Every Amendment to this Declaration must be recorded in the Recorder of Deeds Office of Carbon County, Pennsylvania in order to become effective.

Section 11.4 Technical Corrections. The Executive Board may effect one or more appropriate corrective amendments without the approval of the unit Owners or the holders of liens, in accordance with the authorization and procedures set forth in § 5219(f) of the Act.

Section 11.5 Indemnification of Officers, Executive Board and Committee Members. The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all loss, cost and expenses, including attorneys fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being, or having been, an Executive Board member, officer of committee member, except as to matters as to which he shall be finally adjusted in such action, suit or proceeding, to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as common expenses.

Section 11.6 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as an Owner on the records of the Association at the time of such mailing.

Section 11.7 Enforcement. Enforcement of these covenants and restrictions shall be by and proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or Municipality or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 11.8 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Declarant, by its duly authorized officer, has executed this Declaration this day and year above first set forth above.

DECLARANT

  
JAN AND ULLA JURRISEN, d/b/a  
RHODO MOUNTAIN REALTY GROUP, INC.

RHODO MOUNTAIN ESTATES  
HOMEOWNERS ASSOCIATION, INC.

  
By: ANTHONY PRICE, PRESIDENT

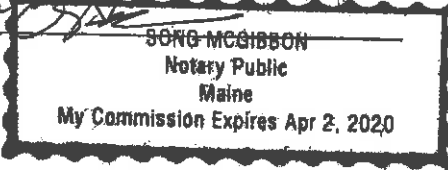
**NOTARY'S ACKNOWLEDGEMENT**

STATE OF MAINE :  
COUNTY OF YORK : SS

On this 17 day of January, 2013, before me, a Notary Public, the undersigned officer, personally appeared JAN AND ULLA JURRISEN. d/b/a Rhodo Mountain Realty Group, Inc. known to me (or satisfactorily proven) to be the persons described in the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

Song McGibbon  
Notary Public  
[SEAL]

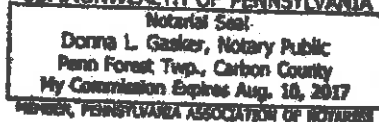


COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CARBON : SS

On this 9 day of November, 2013, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared ANTHONY PRICE who acknowledged himself to be the President of the Board of Directors of Rhodo Mountain Estates Homeowners Association, Inc.; and that he, as that officer, being authorized to do so, executed the foregoing Amendment for the purposes contained in the Declaration and Covenants by signing it by himself, as President, intending that it be recorded on public record.

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

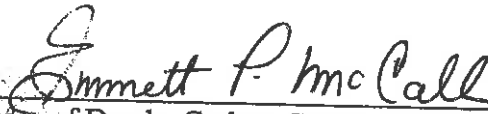
Donna L Gasker  
Notary Public  
[SEAL]



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Donna L. Gasker, Notary Public  
Penn Forest Twp., Carbon County  
My Commission Expires Aug. 18, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Certification of the Carbon County Recorder of Deeds**  
**Under UPCA Section 5219(c)**

This Amended and Restated Declaration for Rhodo Mountain Estates, A Planned Community, was recorded on January 31, 2014, in Carbon County Record Book Volume 2093 at Page 910, etc., and has been indexed in both the Grantor index and Grantee index in the name of the planned community, Rhodo Mountain Estates, as required by Section 5219(c) of the Pennsylvania Uniform Planned Community Act.



Recorder of Deeds, Carbon County, Pennsylvania  
[SEAL]



65-57-473  
65-57-42  
S 100 - DEER-

BOOK 1013-1014

# Quitclaim Deed

Made the 12<sup>th</sup> day of April

Nineteen hundred and eighty-nine (1989).

Belmerit JAN JURRISSSEN and ROBERT GALTAN, husband and wife, doing business as RHODO MOUNTAIN REALTY GROUP, of 155L Captains Way, Kittery Point, Maine 03905, parties of the first part

AND

JAN JURRISSSEN and ULLA R. M. JURRISSSEN, his wife, doing business as RHODO MOUNTAIN REALTY GROUP, of 155L Captains Way, Kittery Point, Maine 03905, parties

of the second part, Witnesseth that the said parties of the first part, for the consideration of the sum of ONE HUNDRED EIGHTY-FIVE THOUSAND (\$185,000) DOLLARS-----lawful money of the United States of America, well and truly paid by the said parties of the second part, and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, confirmed, and by these presents do grant, bargain, sell, alien, convey, convey and confirm, unto the said parties of the second part their heirs and assigns forever

ALL THAT CERTAIN tract or piece of land situate in Pennsboro Township, Carbon County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone corner on the South side of a ten foot wide dirt road, at the intersection of the John Anthony, now Panther Valley Club, and the Peter Anthony, Thence in and along land now or late of John Strahl, South one thousand, one and nine-tenths feet (2001.9') to a stone corner; thence by lands of Clinton Knappenberger, James Knappenberger, by lands late of Ertman Ehme warrant, South seventy degrees twenty-seven (27) minutes West, eighteen hundred and six and six tenths feet (1896.6') to a stone corner; thence by the same South eighty-six (86°) degrees, fifty-two (52) minutes West, two hundred eighty-one and seventy-three hundredths feet (280.73) to a stone corner; thence by the same North eighty-two (82°) degrees, forty-three (43) minutes West, one hundred thirty-one and four hundredths feet (131.14') to a stone corner; thence by lands of Ertman Ehme warrant, now Henry Helmer, North eighty degrees seventeen (17) minutes West, fourteen hundred eighty-three

EXHIBIT A

and three tenths feet (1483.3') to a stone corner; thence by land late of William Gagenbach, now Burket, North two (2) degrees thirty-eight (38) minutes West, five hundred one and thirteen hundredths feet (501.14') to a stone corner; thence by the same South eighty-four (84°) degrees fifty (50) minutes West, one thousand three hundred seventy-five and thirty-eight hundredths feet (2375.38') to a stone corner; thence by the warranty of Henry Bowman, now State Game Lands No. 149, North eight (8) degrees seventeen (17) minutes West, nineteen hundred fifty-two and eight five five hundredths feet (1952.85') to a stone corner, which stone corner is approximately one hundred sixty feet (160') North of Drake's Creek, and which stone corner marks the intersection of the Martin Neleigh warranty and Joseph Burr warranty, now State Game Lands No. 141; thence along the same North fifty-nine (59°) degrees thirty-nine (39') minutes East, seven hundred fifty-nine and nine tenths feet (759.9') to a stone corner; thence along the same South thirty-one (31°) degrees, three (3) minutes East, one hundred forty and three-tenths feet (140.3') to a stone corner; thence along the same and crossing Drake's Creek, South eight-nine (89°) degrees forty-one (41') minutes East, two thousand seventy and twenty-five hundredths feet (2070.25') to an old stone corner; thence along the same and again crossing Drake's Creek, South eighty-nine (89°) degrees twenty-two (22') minutes East, nine hundred ninety-two and ninety-five hundredths feet (992.95') to a stone corner marking the intersection of Nickolas Neleigh warranty and John Anderson warranty, now Panther Valley Club; thence re-crossing said dirt road, North eighty-nine (89°) degrees forty-three (43') minutes East two thousand five hundred thirty-four and nine tenths feet (2534.9') to the place of BEGINNING.

CONTAINING 327.8372 acres, as surveyed by J. E. Krick, May 18, 1951. Reference is made herein to the original description of the above tract of land appearing in a deed to Oscar M. Diehl, as recorded in Deed Book 86, page 324.

ALSO ALL THAT CERTAIN tract of land situate in the Township of Penn Forest, County of Carbon, State of Pennsylvania, bounded and described as follows:

BEGINNING at a p.k. nail in the center of Legislative Route 13019, said road leading from Traffic Route 903 to the Village of Unionville and being the southeast corner of this tract of land; thence partly along the center of Legislative Route and a stone row and brush fence and by lands of Ranklin Rice and Geza R. Bolez South eighty-four (84°) degrees thirty-four (34) minutes West one thousand seven hundred forty-eight and ninety-five one-hundredths (1,748.95) feet to an iron pipe in line of lands of the Pennsylvania Game Commission; thence by lands of the Pennsylvania Game Commission North eleven (11°) degrees thirty-three (33') minutes West seven hundred ninety-eight (798) feet to a stone corner; thence by the same North nine (9°) degrees fifty-one (51') minutes West one thousand one hundred forty-nine (1,149) feet to a stone corner in line of lands, now or late of Xavier Warnett; thence by lands of the same North eighty-five (85°) degrees thirty-five (35') minutes East one thousand eight hundred ninety-one and sixty-seven one hundredths (1,891.67') feet to a stone corner; thence by the same South one (1°) degree thirty-five (35') minutes East five hundred one and fourteen one-hundredths (501.14') feet to a stone corner; thence by lands of Mary A. Helmer South eight (8°) degrees four (4') minutes East one thousand four hundred six and ninety-two (1,406.92') feet to a p.k. nail, the place of BEGINNING.

CONTAINING 82.52 acres.

BEING THE SAID PARTNERSHIP which George L. Mahr, Jan Jurrisen and Ulla M. M. Jurrisen, co-partners, d/b/a Rhode Mountain Realty Group by deed dated July 14, 1981 and recorded in the Office of the Recorder of Deeds in and for Carbon County in Deed Book Volume 428, Page 249, granted and conveyed unto George L. Mahr and Jan Jurrisen, d/b/a Rhode Mountain Realty Group, Also being the same business which George L. Mahr, a co-partner in Rhode Mountain Realty Group, by deed dated September 22, 1983 and recorded September 22, 1983 in the Office of the Recorder of Deeds in and for Carbon County in Deed Book Volume 508, Page 23, granted and conveyed in his co-partnership interest in the partnership property to Robert Carls.

EXCEPTING THEREFROM the following five previous conveyances by Rhode Mountain Realty Group:

(1) A 1.153 acre tract conveyed to Kenneth E. Powley and Penelope N. Powley, by deed dated February 11, 1981 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 419, Page 403.

(2) A .35 acre tract conveyed to Rhode Mountain, Inc., by deed dated February 1, 1982 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 430, Page 041.

(3) A .485 acre tract conveyed to Rhode Mountain, Inc., by deed dated July 16, 1982 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 430, Page 115.

(4) A 1.077 acre tract conveyed to Dennis Anderson and Carol Anderson, by deed dated December 1, 1982 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 437, Page 762.

(5) A 1.00 acre tract conveyed to Pocono Whitewater, Ltd. by deed dated November 28, 1979 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 409, Page 221.

(6) A 1.030 acre tract conveyed to Cynthia L. Floyd by deed dated June 23, 1980 and recorded in the Office for the Recording of Deeds in and for Carbon County in Deed Book Vol. 515, Page 028.

It is the intent and purpose of this deed to convey the entire interest of Rhode Mountain Realty Group to Jan Jurrisen and Ulla M. M. Jurrisen, his wife, doing business as Rhode Mountain Realty Group.

RENO FOREST TOWNSHIP, CARBON COUNTY, PA.  
REALTY TRANSFER TAX

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER APR 11 1985  
TAX \$25.00  
EST. 162

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
REALTY TRANSFER APR 11 1985  
TAX \$25.00  
EST. 162

PAID

RENO FOREST TOWNSHIP SCHOOL DISTRICT  
RENO FOREST TOWNSHIP, CARBON COUNTY, PA.

BOOK 508 PAGE 403


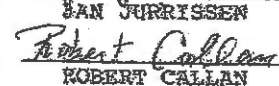
and premises hereby granted or mentioned, and intended to be...  
of the second part, their heirs and assigns, the  
of the said parties of the first part, their heirs and assigns, in  
and premises herein above described and shown, in  
to be, with the appurtenances, unto the said parties of  
the first part, their heirs and assigns, against them the said parties of  
the first part, and their heirs, and against all and every other person  
whosoever, lawfully claiming or to claim the same or any part thereof.

of the first part, for themselves, their heirs, and assigns,  
do hereby these presents covenant, grant, and agree, and  
of the second part, their heirs and assigns, the  
of the said parties of the first part, their heirs and assigns, in  
and premises herein above described and shown, in  
to be, with the appurtenances, unto the said parties of  
the first part, their heirs and assigns, against them the said parties of  
the first part, and their heirs, and against all and every other person  
whosoever, lawfully claiming or to claim the same or any part thereof.  
Shall and will

Warrant and forever Defend

In Witness Whereof, The said parties of the first part have to  
set their hands and seals Dated the day and year first above

Signed Sealed and Delivered  
in the presence of

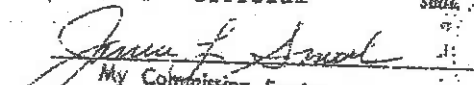
  
\_\_\_\_\_  
JAN JURRISEN  
  
\_\_\_\_\_  
ROBERT CALLAN

STATE OF NEW HAMPSHIRE  
County of Dorchester  
County of Dorchester

On this, the 12<sup>th</sup> day of April 1989, before me a notary public  
the undersigned officer, personally appeared Robert Callan

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 purpose therein contained.

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

  
\_\_\_\_\_  
My Commission Expires 10-28-1992

I Hereby Certify that the precise address of the grantees herein is  
155L Captain's Way  
Kittery Point, ME 03905.

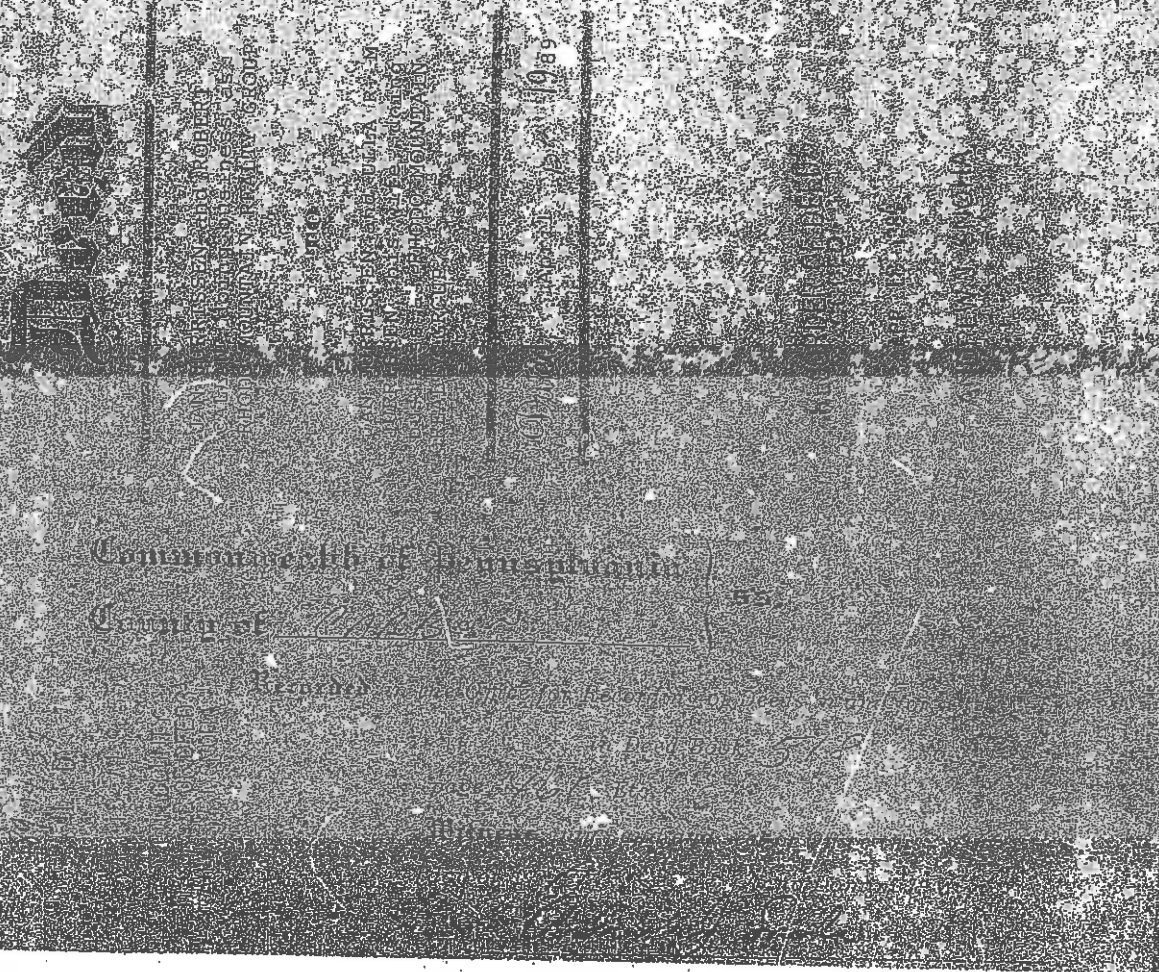
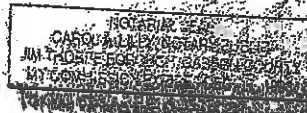


COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF CARBON )

On this, the 12<sup>th</sup> day of April, 1889, before me, the undersigned officer, personally appeared Jan Jurrissen 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 purpose therein contained.

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

*Carl A. Kelly*



65-51-A13ROW

# Quit Deed

Made the 29th day of December, in the year  
Nineteen hundred and ninety-seven (1997)

**Between** THE TOWNSHIP OF PENN FOREST, a second class township, with its principal place of business located at Penn Forest Township, Carbon County, Pennsylvania, party of the first part;

A N D

JAN JURRISSSEN and ULLA R. M. JURRISSSEN t/a RHODO MOUNTAIN ESTATES, husband and wife, of 24 Pocahontas Road, Kittery Point, Maine 03905, parties

**CERTIFICATION OF PARCEL NUMBERS ONLY  
DOES NOT CERTIFY CONTENTS  
OF THIS DOCUMENT  
CARBON COUNTY  
ASSESSMENT OFFICE**

**Witnesseth** That in consideration of ONE (\$1.00) ----- Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor does hereby release and Quit-Claim to the said grantees, their heirs and assigns,

**All** THAT CERTAIN tract or piece of land situate in Penn Forest Township, Carbon County, Pennsylvania, being the northerly one-half (16.5 feet) of that portion of the Unionville Road (T-479) shown on the attached survey map entitled "Map Showing Portion of Unionville Road to be Abandoned, Penn Forest Township, Carbon County, PA" prepared by Gerald R. Fisher, and dated July 2, 1996. The aforesaid roadway was vacated on November 24, 1997 by Penn Forest Township Ordinance No. 97-3.

Simultaneously with the recording of this Deed, by Deed of even date herewith, Penn Forest Township is quit-claiming the southerly one-half (16.5 feet) of said vacated roadway to Chris L. Rau and Ann B. Rau.

UNDER AND SUBJECT to the covenant, condition and restriction that this tract or piece of land shall be considered to be, and shall be, a part of the road system of the subdivision commonly known as Rhodo Mountain Estates. This covenant, condition and restriction shall not create any liability, responsibility or obligation on the part of the Grantees, or any other party, to improve said tract or piece of land in accordance with either the Pennsylvania Municipalities Planning Code or the Penn Forest Township Subdivision and Land Development Ordinance. This covenant, condition and restriction shall run with the land.

APPROVED AND ACCEPTED BY RHODO MOUNTAIN ESTATES, A PARTNERSHIP:

*[Signature]*  
JAN JURRISSSEN, a partner

*[Signature]*  
ULLA R. M. JURRISSSEN, a partner

BOOK 739 PAGE 870

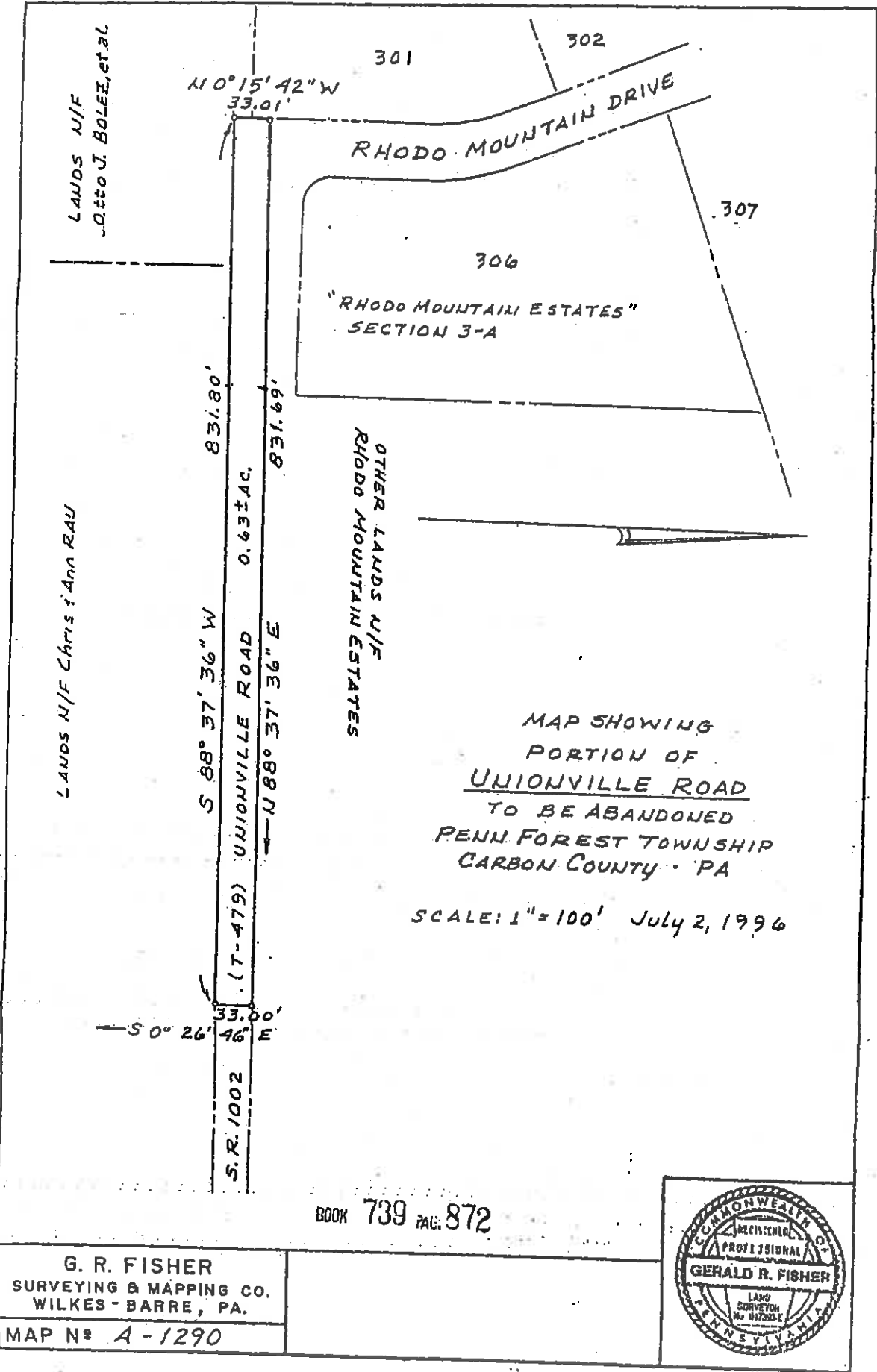
There is no transfer tax due on this conveyance as it is merely a conveyance of a portion of a vacated Township road to the adjoining property owners and the value of the real estate being transferred is less than \$100.00.

RECORDER OF DEEDS  
CARBON COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
9800885

RECORDED ON  
Jan 29, 1998  
10:05:05 AM

RECORDING FEES	\$20.00
PA WRIT TAX	\$0.50
TOTAL	\$20.50



MAP SHOWING  
 PORTION OF  
UNIONVILLE ROAD  
 TO BE ABANDONED  
 PENN. FOREST TOWNSHIP  
 CARBON COUNTY PA

SCALE: 1" = 100' July 2, 1996

BOOK 739 PAGE 872

G. R. FISHER  
 SURVEYING & MAPPING CO.  
 WILKES-BARRE, PA.  
 MAP N<sup>o</sup> A-1290





In Witness Whereof, said grantor has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

*Clara E. Bellitt*

BOARD OF SUPERVISORS OF PENN FOREST TOWNSHIP

BY: *[Signature]*  
HARRY C. CONNOLLY, Chairman



RECEIVED, on the day of the date of the above Indenture, of the above-named

Commonwealth of Pennsylvania  
County of

SS.

On this the day of Anno Domini 19 , before me,

personally appeared the above named

and in due form of law acknowledged the above INDENTURE to be act and deed, and desired the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

Commonwealth of Pennsylvania  
County of

SS.

On this the day of Anno Domini 19 , before me,

personally appeared the above named

and in due form of law acknowledged the above INDENTURE to be act and deed, and desired the same might be recorded as such.

WITNESS my hand and seal the day and year aforesaid.

BOOK 739 PAL. 873

Commonwealth of Pennsylvania

BOOK 739 PAGE 874

County of CARBON

On this 29th day of December Anno Domini 1997, before me, the subscriber, a notary public in and for said Commonwealth and County, personally appeared Harry C. Connolly who acknowledged himself to be the Chairman of the Board of Supervisors of Penn Forest Township a Corporation, and that he as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Chairman.

WITNESS my hand and official

the day and year aforesaid.

*Thomas Samuel Nanovic*

Notarial Seal  
Thomas Samuel Nanovic, Notary Public  
Jim Thorpe Boro, Carbon County  
My Commission Expires Feb. 3, 2000

I Hereby Certify that the precise address of the grantee herein is

24 Pocahontas Road  
Kittery Point, ME 03905

*Thomas Samuel Nanovic*



THE TOWNSHIP OF PENN FOREST

TO

JAN JURRISSSEN and ULLA R. M. JURRISSSEN, t/a REDDO MOUNTAIN ESTATES

Dated, December 29, 1997



Commonwealth of Pennsylvania

County of Carbon

Recorded in the Office for Recording of Deeds in and for Carbon County in Deed Book No. 739

page 870 Etc.

Witness my hand and seal of Office this 29th day of January Anno Domini 1998

RECORDER OF DEEDS  
CODED  
JAN 29 1998  
ANDREW J. SNOHA

*Andrew J. Snoha*

Recorder

**REALTY TRANSFER TAX  
STATEMENT OF VALUE**

State of PA  
State Flashes: NONE  
Page Number: 139  
Date Recorred: 8/10/98  
1709/98

See Reverse for Instructions

submit each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax and on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

**C CORRESPONDENT - All inquiries may be directed to the following person:**

Name: Thomas S. Nanovic Telephone Number: \_\_\_\_\_  
Real Address: 57 Broadway City: Jim Thorpe State: PA Zip Code: 18229  
Area Code: 717, 325-2774

**B TRANSFER DATA**

Grantor(s)/Lessor(s) Penn Forest Township	Date of Acceptance of Document
Grantee(s)/Lessee(s) Jan Jurrissen and Ulla R. M. Jurrissen	
Street Address HC #2, Box 2862	Street Address 24 Pocahontas Road
City Jim Thorpe State: PA Zip Code: 18229	City Kittery Point State: ME Zip Code: 03905

**C PROPERTY LOCATION**

Street Address: Unionville Road City, Township, Borough: Penn Forest Township

County: Carbon School District: Jim Thorpe Tax Parcel Number: 65-51-A13ROW

**D VALUATION DATA**

1. Actual Cash Consideration \$0.00	2. Other Consideration + \$0.00	3. Total Consideration = \$0.00
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

**E EXEMPTION DATA**

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
---	---

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession \_\_\_\_\_ (Name of Decedent) \_\_\_\_\_ (Estate File Number)
  - Transfer to Industrial Development Agency.
  - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
  - Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
  - Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
  - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number \_\_\_\_\_, Page Number \_\_\_\_\_
  - Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
  - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
  - Other (Please explain exemption claimed, if other than listed above.) This conveyance is made in conjunction with the vacation of a township road. It merely confirms in the Grantees, who are abutting property owners, their ownership of the property freed from the servitude of the township road.

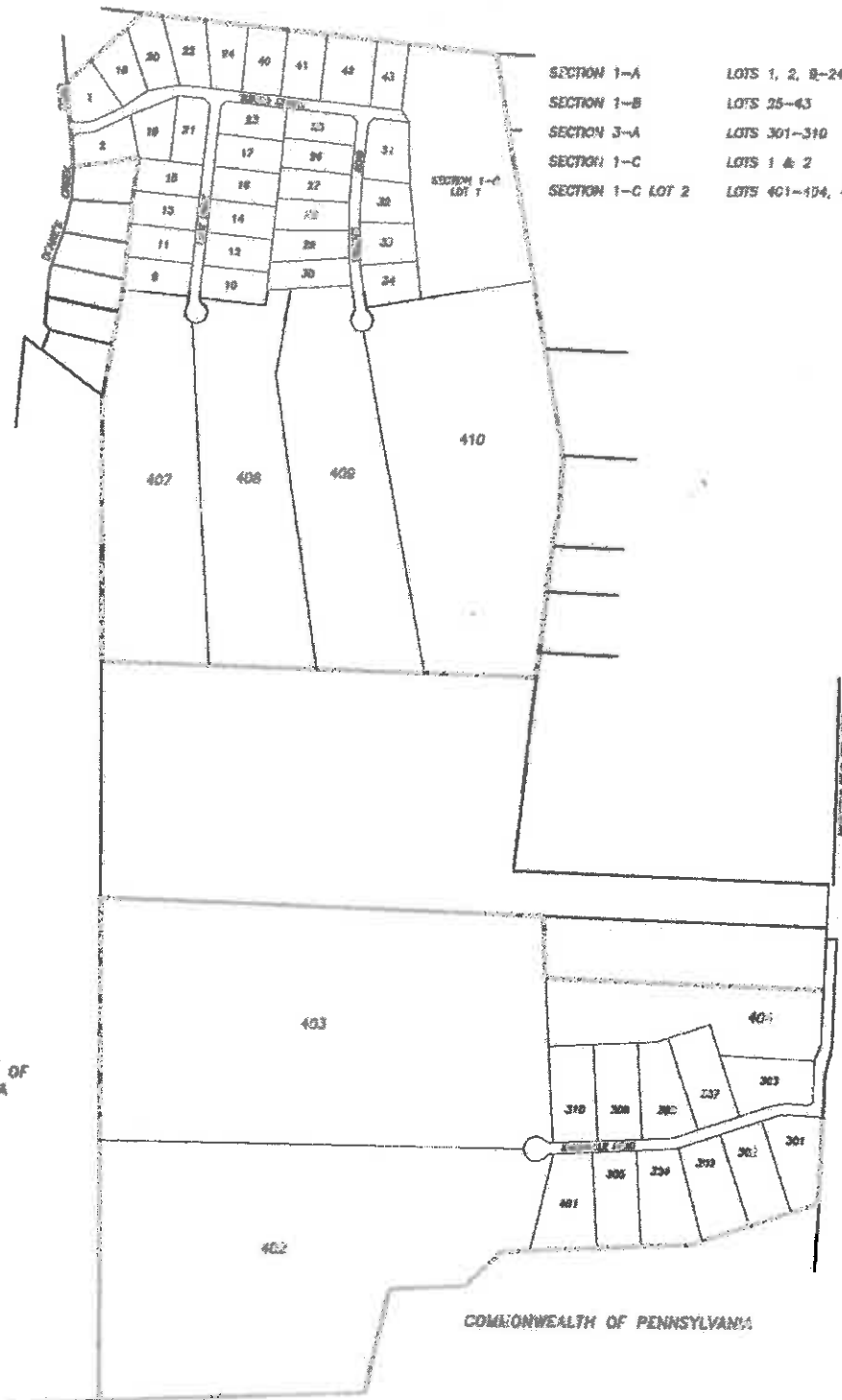
Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: Thomas S. Nanovic Date: 8/29/98

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

RME Lot No.	Tax Parcel No.
1	65A-51-A1
2	65A-51-A2
9	65A-51-A9
10	65A-51-A10
11	65A-51-A11
12	65A-51-A12
13	65A-51-A13
14	65A-51-A14
15	65A-51-A15
16	65A-51-A16
17	65A-51-A17
18	65A-51-A18
19	65A-51-A19
20	65A-51-A20
21	65A-51-A21
22	65A-51-A22
23	65A-51-A23
24	65A-51-A24
25	65A-51-B25
26	65A-51-B26
27	65A-51-B27
28	65A-51-B28
29	65A-51-B29
30	65A-51-B30
31	65A-51-B31
32	65A-51-B32
33	65A-51-B33
34	65A-51-B34
40	65A-51-B40
41	65A-51-B41
42	65A-51-B42
43	65A-51-B43
301	65A-51-III A301
302	65A-51-III A302
303	65A-51-III A303
304	65A-51-III A304
305	65A-51-III A305
306	65A-51-III A306
307	65A-51-III A307
308	65A-51-III A308
309	65A-51-III A309
310	65A-51-III A310
401	65A-51-C401
402	65A-51-C402
403	65A-51-C403
404	65A-51-C404
407	65A-51-C407
408	65A-51-C408
409	65A-51-C409
410	65A-51-C410
1-C.1	65-51-A2.03

EXHIBIT B



SECTION 1-A	LOTS 1, 2, 8-24	MAP BOOK 2 PAGE 175
SECTION 1-B	LOTS 25-43	MAP BOOK 2 PAGE 242
SECTION 3-A	LOTS 301-310	MAP BOOK 2 PAGE 556
SECTION 1-C	LOTS 1 & 2	MAP BOOK 2 PAGE 885
SECTION 1-C LOT 2	LOTS 401-404, 407-410	MAP BOOK 4 PAGE 223

COMMONWEALTH OF PENNSYLVANIA

COMMONWEALTH OF PENNSYLVANIA

BURKE LAND SURVEYING  
 168 Austin Avenue  
 Wilkes-Barre, Pa. 18705  
 (570) 822-4643

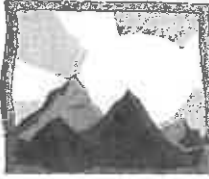
COMMUNITY MAP  
 of  
 RHODO MOUNTAIN ESTATES  
 Penn Forest Township, Carbon County, Pennsylvania

December 22, 2012

SCALE: 1" = 800'

Map No. A-375 (1)

*Emilia Burke*



# RHODO MOUNTAIN ESTATES HOMEOWNERS ASSOCIATION

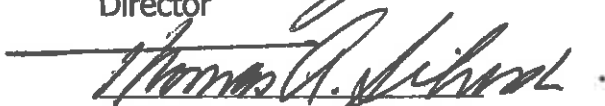
## RMEHA Board of Directors Acceptance of Amended / Restated Declarations Resolution – November 2013

1. The Board of Directors hereby appoints Anthony Price, RMEHA President, as Judge of Elections for the Declaration amendment vote counting.
2. Upon review of the Judge of Elections report, said report reflects the fact that the requisite number of approvals as required per the Uniform Planned Community Act, 68 Pa. C.S. § 5219, has been obtained, attached, Exhibit I.
3. The RMEHA Board hereby accepts the report of the Judge of Elections and deems the amendment APPROVED.
4. Attached and made part of this Resolution is Exhibit I, said election report, identifying RMEHA property tax parcel numbers and current known Owners.
5. The RMEHA Board hereby authorizes any and all other steps necessary to facilitate the recording of the amendment.

This resolution is hereby approved this 9<sup>TH</sup> day of NOVEMBER 2013

  
Director

  
Director

  
Director

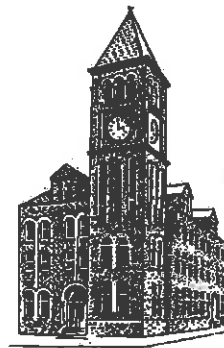
	Owner[s]	RME Lot No.	Tax Parcel No.	Consent
1	Huff	1	65A-51-A1	1
2	Mid-County	2	65A-51-A2	1
3	Puskaritz	9	65A-51-A9	1
4	Pfeifer	10	65A-51-A10	1
5	Clee	11	65A-51-A11	1
6	Rau	12	65A-51-A12	1
7	Capper	13	65A-51-A13	1
8	Domm	14	65A-51-A14	1
9	Massari-Bontempo	15	65A-51-A15	1
10	Buitenkant-Freedman	16	65A-51-A16	1
11	Gilbert	17	65A-51-A17	1
12	Berry	18	65A-51-A18	1
13	Erb	19	65A-51-A19	1
14	DeBellis	20	65A-51-A20	1
15	Cavallo	21	65A-51-A21	1
16	Bilson [Ewing]	22	65A-51-A22	1
17	Gilbert	23	65A-51-A23	1
18	Bilson [Ewing]	24	65A-51-A24	1
19	Chiradonna	25	65A-51-B25	1
20	Schumacher	26	65A-51-B26	1
21	Price	27	65A-51-B27	1
22	Bischoff	28	65A-51-B28	1
23	Price	29	65A-51-B29	1
24	Price	30	65A-51-B30	1
25	Portello	31	65A-51-B31	1
26	Portello	32	65A-51-B32	1
27	Bej	33	65A-51-B33	1
28	Portello	34	65A-51-B34	1
29	Lorek	40	65A-51-B40	1
30	Kupstas	41	65A-51-B41	1
31	Kupstas	42	65A-51-B42	1
32	Sikorski	43	65A-51-B43	1
33	Erath	301	65A-51-IIIA301	1
34	Artur-Johnson	302	65A-51-IIIA302	1
35	Winton	303	65A-51-IIIA303	1
36	Jurrissen	304	65A-51-IIIA304	1
37	Nothstein	305	65A-51-IIIA305	1
38	Kruk-Dyachenko	306	65A-51-IIIA306	1
39	Uhleman	307	65A-51-IIIA307	1
40	Jurrissen	308	65A-51-IIIA308	1
41	Jurrissen	309	65A-51-IIIA309	1
42	DeMatto	310	65A-51-IIIA310	1
43	Jurrissen	401	65A-51-C401	1
44	Jurrissen	402	65A-51-C402	1
45	Jurrissen	403	65A-51-C403	1
46	Jurrissen	404	65A-51-C404	1
47	Jurrissen	407	65A-51-C407	1
48	Jurrissen	408	65A-51-C408	1
49	Jurrissen	409	65A-51-C409	1
50	Jurrissen -> Parrish	410	65A-51-C410	1
51	Portello	1-C.1	65-51-A2.03	1

44

Consent, Percent of Lots: 86%

Required for Adoption: 67%

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



CARBON COUNTY COURTHOUSE  
JIM THORPE

Instrument Number - 201400645  
Recorded On 1/31/2014 At 10:27:42 AM

Book - 2093  
\* Total Pages - 40

Starting Page - 910

\* Instrument Type - MISCELLANEOUS

Invoice Number - 224897

\* Grantor - JURRISSSEN, JAN

\* Grantee - RHODO MOUNTAIN ESTATES HOMEOWNERS ASSOCIATION INC

\* Customer - LAW OFFICES OF GRETCHEN COLES STERNS LLC

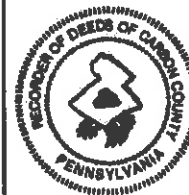
\* FEES

PA WRIT TAX	\$0.50
RECORDING FEES	\$117.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$122.50

\*RETURN DOCUMENT TO:

LAW OFFICES OF GRETCHEN COLES  
STERNS LLC  
PO BOX 345  
POTTSVILLE, PA 17901

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.

01BEEB



Book: 2093 Page: 910

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