

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS

NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2022-1 Starting Page - 154176

*Total Pages - 14

Instrument Number - 2022017882
Recorded On 5/25/2022 At 1:03:39 PM

NCGIS Registry UPI Certification
On May 25, 2022 By SRM

* Instrument Type - AMENDMENT
Invoice Number - 1032983
* Grantor - TUSCARORA PROPERTY OWNERS ASSOCIATION INC
* Grantee - LUTHERAN BRETHERN CONFERENCE CENTER
User - JMK
* Customer - APPLETREE RESOURCE GROUP INC

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$31.00
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
UPI CERTIFICATION FEE	\$870.00
TOTAL PAID	\$906.50

*RECORDED BY:

APPLETREE RESOURCE GROUP INC
PO BOX 309
MOSCOW, PA 18444

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

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

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**Covenants for Tuscarora Village, including all
First and Second Amendments to Declaration of Covenants, Restrictions,
Limitations, Conditions, Charges and Uses Covering Real Property Described
Herein – Tuscarora Village**

This second amendment (the "Amendment") is made
this 13 day of December 2021 by and among
Tuscarora Property Owners Association Inc.

Whereas, the Tuscarora Property Owners Association Inc. hereinafter called "TPOA", Lutheran Brethren Conference Center, hereinafter called "LBCC", and Property Owners, hereinafter called either "Property Owners" or "Members", desire to subject the property known as Tuscarora Village subdivision as depicted in a plan entitled "Lutheran Brethren Conference Center, Plan B", dated December 1973 and revised February 17, 1974 recorded in the Office of the Recorder of Deeds of Northampton County to certain covenants, restrictions, limitations, conditions, charges and uses for the benefit of all owners of property in Tuscarora Village Subdivision, in order to enhance the desirability of living in the subdivision, to prevent nuisances, to prevent the impairment of the attractiveness of the property and surrounding sites with the subdivision, to maintain the desired high standards of a properly operated and managed subdivision and to ensure and secure to each site owner the full benefit, enjoyment and value of their home, recreational and or other facilities in the subdivision with no greater or lesser restrictions upon the free and undisturbed use of his property and his privilege to use the recreational and other facilities that may be provided by the LBCC than is necessary to insure the same advantage to all other owners within Tuscarora Village Subdivision, the following covenants, restrictions, limitations, conditions and charges are hereby established:

Reference Declaration of Covenants

1. Lot Use

Book 474 Page 87

No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot, other than one detached single-family dwelling not to exceed (2) two stories in height and a private garage for not more than (2) two cars. The dwelling should be rustic in appearance.

2. Buildings

No building shall be erected, placed, or allowed on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Association, or its designate, as to the quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to the topography and finished grade elevation. The approval or disapproval as required in these covenants shall be in writing. If the Association approves the construction plans and specifications and location plan, the owner must pay to the association a refundable security deposit to cover the costs of any damage to roadways caused, in whole or in part, by the construction or placement of the building. Payment of the security deposit must occur prior to the commencement of

construction or placement. The Association will refund the security deposit, less the cost of any road repairs, to the owner upon receipt of proof of issuance of a Certificate of Occupancy.

B) No structure of a temporary character, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No trailer or motorhome may be used as a residence without the approval of the TPOA. Such approval will be given upon showing the need to aid in construction and will not exceed a reasonable period of time for construction. Exterior construction of permanent buildings must be completed within two (2) years.

C) No alterations or additions shall be made to the exterior of any building or other structure erected thereon, and nothing else shall be done materially affecting the appearance of the premises, except those changes made in accordance with approved plans (including exterior color scheme, grading plan, and location plan) which shall have been approved in writing by the TPOA Board. Plans are to be submitted in duplicate; one to be retained by the TPOA Board for filing, and the other to be returned to the owner.

D) Garages shall be annexed to and made part of the dwellings, except in certain cases where, because of the shape of the plot or the contour of the land, separate garages are necessary. In such cases, they may be erected, subject to the approval of the TPOA.

E) No building shall be erected or maintained on said premises within twenty (20) feet of the road. No building shall be erected or maintained within ten (10) feet of the side and rear property lines. Both of these provisions shall apply to porches. The minimum area of the ground floor shall be six-hundred (600) square feet. Waiver of the provisions of this paragraph shall be at the sole and exclusive discretion of the TPOA Board and shall be granted only upon a showing of good cause.

3. Fences

Any fence or similar enclosure built on any lot shall not exceed seventy-two (72) inches in height when constructed on the rear or side yard of a lot until it is even with a line extending directly along the back of the house, nor thirty-six (36) inches in height when constructed on the remaining side and in the front yard of a lot. Property owners installing a fence must obtain a survey to establish property lines prior to installation. Fences must be placed on the side of the property line belonging to the installing homeowner. Maintenance of fences that sit on a homeowner's property must be maintained by the said homeowner. All fences shall be of vinyl, wrought iron, wood, or stone. No chain link fences are permitted. Ornamental hedges may exceed these height restrictions. In regard to corner lots, the restrictions recited above with respect to the thirty-six (36) inch height restriction shall apply to any fence or similar enclosure which will be along a roadway and will be closer to that roadway than any building set back line as required by upper Mount Bethel Township.

4. Trees

The lot owner will not cut or remove any standing live trees, except as necessary to carry out approved building plans, and to effect an aesthetically pleasing landscape.

5. Property Maintenance

Property owners will keep their lots and/or property neat and clean, and surrounding areas of grass and shrubs properly mowed and trimmed. If a site owner, either due to absence or neglect, or for any other reason, fails to keep his site clean or fails to trim grass and shrubbery, or in any way allows his site to become unsightly and to deteriorate to the detriment of other sites within the Tuscarora Village, the TPOA Board shall have the right to cut and trim the grass and shrubbery, trees and remove any debris and to charge said site owner a reasonable sum for the work done, which shall be payable upon demand by the TPOA. It is specifically understood and agreed that the TPOA shall be under no obligation whatsoever to maintain any of the individual home sites, and said maintenance shall be the sole responsibility of the respective site owners.

6. Easements

The property owners hereby grant unto the TPOA such easements as are necessary to install and maintain utility lines, including, but not limited to water, sewer, telephone, and electrical.

7. Trade/Business

No trade or business of any kind shall be advertised on any lot in the community including but not limited to yard signs, signs posted on an owner's residence, and/or garage.

8. Signs

No signs of any kind or character shall be exhibited, displayed or placed upon any portion of above-described premises, except (a) such directional signs as may be deemed advisable by the association; (b) one sign containing the name and profession of the occupant, the name given to the premises, or the name of a candidate or candidates for political office. Under no circumstances should any sign exceed six (6) inches by eighteen (18) inches.

9. Storage and/or Dumping of Rubbish

No lot shall be used or maintained as a dumping ground for rubbish or used for storage. The TPOA will alert a violating homeowner via written correspondence. After 30 days if the homeowner does not comply with the cleanup request, a second letter will be sent. The homeowner will then have 2 weeks to comply. After these two (2) written notifications, the TPOA shall have the right to remove any rubbish or stored equipment or items and to charge said site owner a reasonable sum for the work done including any legal fees incurred.

10. Peddlers

Peddlers are not permitted on TPOA property.

11. Noxious or Offensive Activities

All Upper Mount Bethel Township noise ordinance rules remain in effect at all times. No noxious, loud, or offensive activities shall be carried on upon any lot, nor shall anything be done on TPOA property that is or may become an annoyance or nuisance to the Tuscarora Village Subdivision. In accordance with Upper Mount Bethel noise ordinance rules, and complaints from other homeowners, the TPOA Board will determine what activities are "noxious", "loud", "offensive", "an annoyance", or "a nuisance" for purposes of this paragraph.

12. Outdoor Equipment Repair

Outdoor repair of boats, automobiles, trailers, equipment, or any other article is permitted but must be completed within two weeks.

13. Rules of the Road

The speed limit on all roads within the community is 12 mph. Additionally, vehicular traffic will be required to abide by the rules and regulations for travel on all public roads as laid out in the Pennsylvania Motor Vehicle Code. This shall include but is not limited to stopping at stop signs.

- A. No unlicensed or unregistered vehicles shall be stored or operated within the community.
- B. The operation and/or use of unregistered motorcycles, motor scooters, ATVs, snowmobiles, and motorbikes throughout the subdivision, including but not limited to operation and/or use on all subdivision roads, is expressly prohibited.

14. Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets provided that they are not kept, bred, or maintained for any commercial purpose. Household pets may not roam at large but must be kept on a leash or applicable restraining device when out of doors. Pet owners are responsible for cleaning up after their animals.

15. Property Sales

Whenever the lot owner wishes to sell the property the TPOA Board has a thirty (30) day right of first refusal. This means that before the sale is made to a third party, the property must first be offered in writing to the TPOA Board with a bonafide offering price. Such thirty (30) day period shall begin upon the mailing of the offer, by registered or certified mail, to the TPOA Board through the acting management company, or directly to the TPOA President. The Property Owner shall ensure that any potential buyers are provided a copy of this document PRIOR to sale, along with all applicable TPOA documents, and are aware that the property is part of the Tuscarora Property owners association.

16. Owner Covenant Acceptance

All property owners, by acceptance of this document, together with their heirs, successors and assigns, shall take title subject to, and be bound by all the terms and conditions set forth in the several sections of this document.

17. Tuscarora Inn Facilities

Use of the facilities of LBCC (Tuscarora Inn and Conference Center) shall be restricted to members and associate members in good standing. Use by any other persons shall be at the discretion of the LBCC. The use of these facilities is not a right, but a privilege and may be terminated by the LBCC at any time. TPOA assessments and dues do not grant the homeowner the right to use LBCC facilities.

18. Covenant Terms

It is expressly intended that these covenants and restrictions shall run with the land and shall be binding upon all subsequent purchasers and all parties claiming under them, and shall be automatically extended for successive periods of one (1) year unless an instrument signed by a two-thirds majority of the then owners of the lots has been recorded agreeing to change said covenants.

19. Covenant Invalidation

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



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20. Assessments and Fees

A) The TPOA Board shall make periodic assessments and/or collect membership fees from its members. The frequency and amount of such assessments and/or fees shall be determined by the TPOA Board.

B) In the event that a TPOA member fails to pay any assessment and/or fee promptly when due, upon acceptance of these covenants by the member, the member authorizes and empowers the Prothonotary, Clerk of Court of any Attorney or any Court of Record of Pennsylvania, or elsewhere, to appear for and to confess judgment against the member in favor of Tuscarora Property Owners Association Inc. for the amount of a delinquent assessment and/or fee, with costs of suit and with ten (10) percent added for collecting fees.

21. Covenant Acceptance

It is contemplated that the members of the TPOA shall indicate their agreement to and acceptance of the covenants, restrictions, limitations, conditions, charges, and uses set forth herein by the execution and recording of subsequent documents.

22. Covenant Enforcement

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages and/or costs. The TPOA will use any method within the law to enforce these covenants/bylaws. The failure of TPOA Board or LBCC to enforce any covenants, restrictions, limitations, conditions, charges, and uses herein contained shall in no event be deemed as a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. The TPOA Board reserves the right to levy fines against any property owner that does not comply with the rules set forth in this document.

23. Definitions

As used herein, the following terms shall have the meanings indicated:

"Act " means the Pennsylvania Uniformed Planned Community Act of 1996, 68 Pa.C.S.A. §5101et seq., as may be amended from time to time.

"T.P.O.A." means the Tuscarora Property Owners Association, Inc., Pennsylvania corporation.

"Declaration" means this Declaration, as recorded in Miscellaneous Book Volume 281, Page 612 in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania, as may be amended from time to time.

"Lot" or "lot" shall mean any subdivided lot, improved or unimproved, as shown on a recorded plan entitled "Lutheran Brethren Conference Center, Plan B", dated December 1973 and revised February 17, 1974, as recorded in Map Book Volume 43, Page 51, in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania.

"Property Owner", "property owner", "lot owner", "owner", and "member" means the owner of a Lot.

24. Powers of Association

The Association shall have the power to do the following:

- A) Hire and discharge employees, agents, and independent contractors.
- B) Make contracts and incur liabilities
- C) Adopt and amend budgets for revenues, expenditures, and reserves, and collect assessments from property owners.
- D) Impose charges for late payment of assessments, and after notice and an opportunity to be heard, levy reasonable fines for violations of this declaration, the Bylaws of the TPOA, and rules and regulations of the Association.
- E) Impose and receive payments, fees, fines, or other charges.
- F) Institute, defend, or intervene in litigation or administrative proceedings.
- G) Exercise any other powers conferred by the Act, this Declaration, the Articles of Incorporation, or Bylaws of the TPOA.
- H) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- I) Exercise any other powers necessary and proper for the governance and operation of the TPOA.

25. Failure to Pay Assessments

The following provisions shall apply to assessments:


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A) All assessments made by the TPOA Board, together with interest accruing from the due date of any unpaid assessments, late charges, costs, expenses, and attorney's fees, shall be a lien on the lot for any assessment levied against that lot or fines imposed against its property owner from the time the assessment or fine becomes due. Each assessment, together with interest, late charges, costs, expenses, and attorney's fees, shall also be the personal obligation of the property owner.

B) No property owner may waive or otherwise avoid liability for any assessments. The obligation to pay assessments is a separate and independent covenant on the part of each property owner.

C) There shall exist a perfected lien for unpaid assessments prior and superior to all other liens except (i) all taxes, municipal assessments, and any other levies which by law would be superior to it, and (ii) the lien or charge of the first mortgage of record (meaning any recorded mortgage with first priority over all other mortgages) or other liens made in good faith and fair value, as provided in the act at 68 Pa.C.S.A. §5315(b).

D) Any assessment not paid within ten (10) days after the due date shall accrue a late charge in the amount of five percent (5%) of the overdue balance plus interest at the rate of one percent (1%) per month or any other rate as may be determined by the Association.

E) If any assessment is not paid within thirty (30) days after the due date, the Association may bring legal action on behalf of the Association against the property owner personally obligated to pay the same or to foreclose the lien against its, his or her Lot. The lien or judgment shall include interest on the assessment and attorney's fees, together with the costs of the action and any other cost of collection. In addition, this lien, when delinquent, may be enforced by any means permitted under Pennsylvania law, including, without limitation, judgment, suit, and foreclosure.

F) The Association shall have the right to suspend the right of a delinquent property owner to use any common areas and, additionally, the right to suspend any and all services provided by the Association to a delinquent property owner, except to the extent provided by law, for any period during which any assessment remains unpaid for more than thirty (30) days after written notice to the property owner. The Association shall have the power to suspend the right of a delinquent property owner to use any common areas for a period of time for any other violation of this declaration. Any delinquent property owner shall not have the right to vote because the member is not in good standing.

26. Amendments

This declaration may be amended only by a vote of approval of at least 67% of the property owners, except as otherwise may be provided in the Act. Every amendment to the declaration, in order to be effective, must be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania.

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27. Legal Effect

This amendment is a part of the declaration, and the declaration, as modified by this amendment, shall be and remain in full force and effect. Effective the date hereof, all references to the declaration shall mean the declaration as amended by this amendment. This amendment shall be binding upon and insure to the benefit of the parties hereto, all property owners and their respective successors, heirs, and assigns.

In Witness Whereof, the parties hereto have duly executed this Amendment on the 13th day of December, 2021.

ATTEST:

Tuscarora Village Property Owners Association, Inc

BY:

James Murphy

Secretary, TPOA

BY:

Anthony Carney

President, TPOA

Commonwealth of Pennsylvania)

) SS.:

County of Northhampton)

On the 24th day of May, 2022, before me, the undersigned officer, personally appeared Anthony Carney, who acknowledges himself to be the President of Tuscarora Village Property Owners Association, Inc, and being authorized to do so, executed the within instrument, for the purposes therein contained, and desired the same might be recorded as such.

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

Notary Public

Commonwealth of Pennsylvania - Notary Seal
David Martin, Notary Public
Lackawanna County
My commission expires September 3, 2024
Commission number 1377523
Member, Pennsylvania Association of Notaries

TAX PARCELS

D12-8-2 0131 3300 RIVER RD MT BETHEL, PA, 18343
D12-8-2-1 0131 66 APACHE DR MT BETHEL, PA, 18343
D12-8-2-10 0131 52 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-11 0131 54 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-12 0131 58 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-13 0131 60 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-14 0131 108 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-15 0131 112 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-16 0131 126 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
D12-8-2-17 0131 114 CHIPPAWA CIRCLE MT BETHEL, PA, 18343
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D12-8-2-19 0131 11 APACHE DR MT BETHEL, PA, 18343
D12-8-2-2 0131 6 APACHE DR MT BETHEL, PA, 18343
D12-8-2-20 0131 13 APACHE DR MT BETHEL, PA, 18343
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D12-8-2E 0131 48 APACHE DRIVE MT BETHEL, PA, 18343

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D12-8-2G 0131 19 CHIPPAWA CIRCLE MT BETHEL, PA, 18343

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D12-8-2X 0131 154 LENAPE TRAIL MT BETHEL, PA, 18343

D12-8-2Y 0131 31 APACHE DRIVE MT BETHEL, PA, 18343

D12-8-2Z 0131 37 APACHE DRIVE MT BETHEL, PA, 18343

D12-3-4A 0131 ~~934 SUNRISE BLVD~~ MT BETHEL, PA, 18343

Belvidere Corner Rd

3353
D12-3-3 0131 3300 RIVER ROAD MT BETHEL, PA, 18343

D12-3-2G 0131 3300 RIVER ROAD MT BETHEL, PA, 18343

~~D12-3-2G 0131 3300 RIVER ROAD MT BETHEL, PA, 18343~~