

**Cold Spring Estates
Home Owners Association**

DECLARATION OF COVENANTS AND RESTRICTIONS

As Of

November 13, 2018

**CONSOLIDATED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR COLD SPRING ESTATES, PHASE I**

Recorded 8/8/89 in Franklin County Deed Book 1057, Page 214

THIS DECLARATION, made this 7th day of August, 1989 by Zaiger Builders, Inc., hereinafter called Developer and Cold Spring Estates Home Owners Association, hereinafter called Association.

WITNESSETH;

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Pennsylvania, as a non-profit corporation, the Cold Spring Estates Home Owners Association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof but no other property whatsoever, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the land.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

- (a) "Association" shall mean and refer to the Cold Spring Estates Home Owners Association.
- (b) "The Properties" shall mean and refer to all such existing properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land within The Properties, conveyed or leased to the Association shown on any recorded subdivision plat of The Properties (including facilities, improvements, structures and fixtures and personal properties which may from time to time be maintained thereon by the Association) and intended to be devoted to the common use and enjoyment of all the owners of The Properties, and others in certain instances.
- (d) "Lot" shall mean and refer to any residential area, tract or piece of land which is within The Properties, and is within the perimeter of any recorded map or plan of The Properties, with the exception of Common Properties as heretofore defined.
- (e) "Living Unit" shall mean and refer to any building or any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.
- (f) "multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such Living Unit is situated upon its own individual lot.
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the title of any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.
- (i) "Single Family" shall mean and refer to the following: No more than 3 (three) persons unrelated by blood and/or marriage are allowed to reside in the Living Unit.

(j) "Developer" shall mean Zaiger Builders, Inc. and/or its successor(s) and assign(s).

(k) "Existing Property": also known as Phase I: See Article II, Section 1.

ARTICLE II

Property Subject To This Declaration Additions Thereto

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Waynesboro, Franklin County, Pennsylvania, and is more particularly described as follows:

BEGINNING at a point near the southerly right of way line of West Third Street; thence North 56 degrees 14 minutes 57 seconds West 14.00 feet to an iron pin; thence North 58 degrees 31 minutes 19 seconds West 250.61 feet to an iron pin; thence North 31 degrees 28 minutes 41 seconds East 48.29 feet to a set iron pin; thence on a curve to the left having a radius of 15.00 feet an arc distance of 23.56 feet with chord of 21.21 feet bearing North 76 degrees 28 minutes 40 seconds East to a set iron pin; thence North 31 degrees 28 minutes 41 seconds East 55.00 feet to a set iron pin; thence on a curve to the right having a radius of 214.607 feet an arc distance of 46.32 feet with chord of 46.23 feet bearing South 37 degrees 39 minutes 39 seconds West; thence North 43 degrees 50 minutes 39 seconds East 24.73 feet to a set iron pin; thence North 57 degrees 13 minutes 00 seconds West 120.00 feet to a set iron pin; thence North 41 degrees 32 minutes 13 seconds East 141.65 feet to a set iron pin; thence North 32 degrees 47 minutes 00 seconds East 261.39 feet to a set iron pin; thence South 75 degrees 00 minutes 00 seconds East 105.46 feet to a set iron pin; thence North 15 degrees 00 minutes 00 seconds 60.00 feet to a set iron pin; thence North 75 degrees 00 minutes 00 seconds West 86.21 feet to a set iron pin; thence North 32 degrees 47 minutes 00 seconds East 128.02 feet to a set iron pin; thence South 76 degrees 26 minutes 27 seconds East 79.35 feet to a set iron pin; thence South 68 degrees 53 minutes 54 seconds East 70.00 feet to an iron pin; thence North 28 degrees 31 minutes 12 seconds East 148.93 feet to an existing iron pin along the southside of a public alley; thence South 63 degrees 07 minutes 33 seconds East 190.50 feet to an existing iron pin along the southside of a public alley; thence South 25 degrees 46 minutes 19 seconds West 133.90 feet to an iron pin; thence South 32 degrees 29 minutes 53 seconds West 645.91 feet to a set iron pin; thence North 57 degrees 13 minutes 00 seconds West 177.56 feet to a set iron pin; thence South 43 degrees 50 minutes 39 seconds West 58.93 feet to a set iron pin; thence on a curve to the left having a radius of 154.607 feet an arc distance of 33.37 feet with chord of 33.31 feet bearing South 37 degrees 39 minutes 39 seconds West to a set iron pin; thence South 31 degrees 28 minutes 41 seconds West 55.00 feet to a set iron pin; thence on a curve to the left having a radius of 15.00 feet an arc distance of 23.56 feet with chord of 21.21 feet bearing South 13 degrees 31 minutes 19 seconds East; thence South 58 degrees 31 minutes 19 seconds East 175.64 feet to a set iron pin; thence South 32 degrees 41 minutes 41 seconds West 48.85 feet to a set iron pin, the place of beginning being Phase 1 of Cold Spring Estates as per plat of R. Lee Royer & Associates dated May 19, 1989 reviewed by the Franklin County Planning Commission on June 30, 1989 and approved by Borough of Waynesboro on July 5, 1989, said final plat being recorded in Franklin County Deed Records in Deed Book Volume 288D Page 981 on July 11, 1989.

Section 2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with a General Plan of Development. The Developer shall have the right at its election to bring or not to bring within the scheme of this Declaration additional properties in future stages of the development, provided that such additions are within the perimeter of a General Plan of Development prepared prior to the sale of any Lot or Living Unit and made known to every purchaser (which may be done by brochure or constructive notice by the recording of this Declaration).

Such additions are as shown on the tentative Development Plan for Cold Spring Estates, approved by the Borough of Waynesboro, intended to be conveyed to Developer by Jane M. Zaiger as is shown on that tentative master development plan dated January 11, 1989 as prepared by R. Lee Royer & Associates, File Number 2121-88-Wy approved by Borough of Waynesboro May 17, 1989 and recorded in Franklin County Deed Records Volume 288D, Page 1002. Such General Plan of Development shall show the areas within which are situate possible additions to the Existing Property and contain: (1) a general indication of approximate location of tentatively proposed additional development stages and proposed land uses in each; (2) the approximate size of such tentatively proposed additions. Unless other wise stated therein, such a General Plan shall not bind the Developer to develop the proposed additions or to adhere to the Plan in any subsequent development of the land shown thereon, or, if developed, to bring any such addition within the scheme of this Declaration. The General Plan is a tentative plan of development which may be altered or abandoned, either in whole or in part, by the developer or owner prior to final approval of any particular Phase, and this tentative development plan does not grant nor purport to grant any rights, either present or future, to any person or persons, corporations or associations having purchased land previously developed, in any areas not being granted final development approval.

The addition to existing property authorized under this and the succeeding subsection shall be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplementary Declaration may contain additions, deletions and modifications of the covenants and restrictions contained in this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Bylaws, the owner of any property other than the Developer who desires to add to it the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(a) Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property except as hereinafter provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of the title to any subdivided Lot intended as the site of a single Living Unit or the record owner of the title to any Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association during the period of such ownership and such ownership and membership shall be inseparable, provided that any such person or entity who holds such title merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Section 1 with the exception of the Class B member. Class A members shall be entitled to one vote for each Lot or Living Unit in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot or Living Unit, all such persons shall be members, and the vote for such Lot or Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot or Living Unit.

Class B. The sole Class B member shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1 and for every Living Unit and each Multifamily Structure owned by it until such Unit is first sold; provided nevertheless that the Class B member shall be entitled to at least one more vote than the total of all Class A votes at all times until the happening of the earlier of the following events:

(a) The expiration of one (1) year from the date of completion of work on all stages of development of The Properties (including the Existing Property and all Additions when and if elected to be made by Developer to the Existing Property).

(b) Or December 31, 2019.

From and after these events, whichever occurs earlier, the Class B member shall be deemed to have become a Class A member entitled to one vote for each Lot or Living Unit in which it holds the interests required for membership under Section 1.

For purposes of determining the votes allowed under this Section 2, when Living Units are Units counted, the Lot or Lots upon which such Living Units are situated shall not be counted.

Class B votes may be exercised by the Developer's designated representative.

ARTICLE IV

Property Rights in and Maintenance of the Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a nonexclusive right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 2. Association's Duties of Repair and Maintenance. The Association shall improve, maintain and repair the Common Properties or shall contract for such improvement, maintenance and repair to assure preservation of the Common Properties in a state of good repair and condition. All such costs of improvement, maintenance and repair shall be paid for out of annual and special assessments levied by the Association as provided in Article IV of this Declaration.

Section 3. Title to Common Properties. The Developer may retain the legal title to the Common Properties or portions thereof until such time as it has completed to Developer's satisfaction such improvements thereon as Developer shall determine and until such time as, in the opinion of the Developer, the Association is able to maintain the same. The Developer may transfer such title to the Association subject to mortgage(s), encumbrance(s), or with the assumption of such mortgage(s) or encumbrance(s) by the Association.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association to take such steps as are necessary to protect the above-described properties against foreclosure; and
- (b) the right of the Association, as provided in its Bylaws, to suspend the enjoyment and voting rights of any member for any period during which any assessment remains unpaid; and
- (c) any rights which Developer may have granted, dedicated or reserved or may grant, dedicate or reserve in the General Plan of Development, or in separate grants, dedications, or on any recorded plan of The Properties:

(1) to reserve areas and spaces to the Developer for possible development as or in connection with Commercial Center(s) or Area(s), Developers' Offices, signs, spaces and facilities, property and personnel, for construction, development, sales and rental activities, Model Homes and Living Units, Professional and Business Offices, Restaurants, Hotels, Motels, Theatre, etc.;

(2) to designate and dedicate certain portions of the Common Properties as Recreational Centers or Areas, for such purposes as Meeting Rooms, Game Rooms, Recreation Parks, Open Areas, Green and Wooded Areas, Lakes, Ponds and Streams, Indoor and Outdoor Areas and Spaces for Formal and Informal Play, Sports, Health and Recreation, Arts, Crafts, Hobbies, Meetings, Games and Cultural and Community Activities, Pedestrian, Horse, Bicycle and Vehicular Paths, Trails, Walks, Streets, Roads and Ways, Parking Spaces, including improvements, buildings, structures and personal properties incident thereto, and spaces, areas, improvements, buildings, structures and personal properties incident to the common services and purposes mentioned or implied in this Section; to provide exterior maintenance for lots and residential buildings within The Properties; to provide or supplement Municipal, Utility or Common Services, such as Refuse Removal, Fire Protection, and Security.

(3) to grant, reserve, dedicate or provide for any other purpose(s) or use(s) determined by the Developer.

(4) easements and crosseasements for Ways before mentioned and Utilities and Common Services such as Water Supply System, Sanitary Sewer System, Electric Power and Lighting, Cable TV, Telephone, Alarm, Security, Refuse Removal, Fire Protection, Storm Sewer System, for all facilities, plant, equipment, means and instrumentalities, personal property and personnel, whether employed, owned and/or operated by a public utility, municipality, public authority, private or local group, unit or organization or by the Association, to serve The Properties in this Declaration and also, possibly, those in Subsequent Declarations, and in the General Plan of Development, such as areas and uses mentioned in (1), (2) and (3) above, if and when developed;

(5) all rights are hereby reserved in all lakes, ponds and streams, natural or manmade, if and when necessary, as a water source for water supply and fire protection to all areas of the General Plan of Development if and when developed. Owner(s) or group(s) of Owners whose property adjoins any body of water or adjoins any way of any kind shall not by virtue or such adjacency have any implied right, title or interest therein, other than as specifically granted by Developer or the Association.

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility or local group of Owners for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members having two-thirds (2/3) of all votes entitled to be cast, has been recorded, agreed to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action hereunder is sent to every Member at least ninety (90) days in advance of any action taken. This subparagraph (d) shall not diminish the rights of the Developer herein elsewhere granted.

ARTICLE V

Covenants For Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, to the extent hereinafter provided hereby covenants, and each Owner of any Lot intended as the site of a Living Unit or of a Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to 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. The annual and special assessment, together with such interest thereon and cost thereof as hereinafter provided, shall be a charge on the property and shall be a continuing lien upon the property against which each such assessment is made. The Association may also require execution and delivery by any Owner of a mortgage and bond to secure payment of assessments and the performance of other duties and the making of other payments provided in this Declaration. Each assessment, together with such interest thereon and cost of collection thereof as 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.

Developer shall pay an assessment for each Living Unit owned by Developer for the period of Developer's ownership following the time when construction of such unit is completed and a certificate of occupancy has been issued for that Unit. Except for said assessments just mentioned, Developer shall not be required to pay any assessments at any time upon any Lots or Living Units and shall have no other obligation for maintenance and repair of the Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, service and facilities

devoted to this purpose and related to the use and enjoyment of the Common Properties and of the Living Units situated upon The Properties and for the authorized purposes and activities of the Association, including but not limited to, the payment of taxes, interest and insurance, bonding and operation, repair, maintenance, replacement, and additions and for the cost of services, labor, equipment, materials, overhead, professional management fees, financing, working capital, general and special reserves for replacements, casualty losses in excess of insurance coverage, litigation, uncollectible assessments, contingencies and the like.

Section 3. Basis for Annual Assessments. The Board of Directors of the Association shall, after consideration of current costs and items such as present and future needs of the Association, fix the actual assessment for each Living Unit for each year. The Board of Directors may, in addition, levy charges or assessments solely or in larger amounts upon owners and properties who or which shall peculiarly or exclusively benefit by a common area or facility.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, covering that year or a period of years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes entitled to be cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of proxies, of a majority of all votes entitled to be cast shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable quarterly on the days fixed by the Board or on such other periodic payment dates as the Board may determine. The assessments for any year, after the first year, shall become due and payable quarterly on the days fixed by the Board, or on such other periodic payment dates as the Board may determine.

The amount of the annual assessment which may be levied for the balance remaining in that first full year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of assessment shall apply to the first assessment levied against any property which is hereafter added to The Properties subject to assessment at a time other than the beginning of any assessment period.

The due date(s) of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. At every settlement for a Lot or Living Unit, there shall be collected and paid to the Association, all past due assessments together with any interest, costs and attorney's fees as hereinafter provided, any unpaid annual assessment or portion thereof for the balance of the year, and any special assessments.

In all cases where all or part of any assessment cannot be promptly collected from the persons or entities liable therefor, the Board may reassess the same against the other assessable Lots and Living Units and Owners thereof, without prejudice to rights of collection from those against which originally assessed or rights of foreclosure upon assessment liens or mortgages securing payment of assessments.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner and/or Prospective Purchaser from an Owner who may be liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. If upon written request upon any officer of the Association (as evidenced by return receipt signed by an officer) no reply from an officer is forwarded to said Prospective Purchaser, said failure to reply to said Prospective Purchaser within two (2) weeks of said request shall be conclusive evidence of payment of said assessment to the date of the request.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Mortgage: Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 6 and 7 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided. The Association may pursue all legal remedies and proceedings available to it for the collection thereof, including foreclosure upon the assessment lien or foreclosure (or taking deed in lieu thereof) upon a mortgage or bond accompanying such mortgage, which the Association may require from Purchasers and Owners of Lots and Living Units to

secure the payment of assessments and the performance of other duties and the making of other payments provided for in this Declaration. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation, and shall also continue as a charge on the property and shall be a continuing lien upon the property against which each such assessment is made.

If the assessment is not paid within thirty (30) days after delinquency date, the assessment shall bear interest from the date of delinquency at a rate not exceeding the maximum rate which National Banks in the district may then charge individuals for unsecured loans, and the Association may bring an action at law under such proceeding(s) and remedies as shall be available to the Association, including action upon the mortgage bond, if any, against the Owner personally obligated to pay the same or to foreclose the assessment lien or the mortgage against the property and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action(s), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgage. The lien of assessments provided for herein and the mortgage given as further security shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only with respect to assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Properties as defined in Article I, Section 1 hereof; (c) all properties exempted from taxation by the laws of the State of Pennsylvania upon the terms and to the extent of such legal exemption; (d) properties owned by Developer except as hereinafter provided.

ARTICLE VI

Party Walls

Section 1. General Rules of Law to Apply. Each wall and roof which is built as part of the original construction of any two single Living Units (not part of Multifamily Structure(s)) upon The Properties and placed on the dividing line between two lots forming the site of such two single Living Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or roof shall be shared by the Owners who make use of the wall or roof in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or roof (hereinafter commonly called a party wall) is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice however, to the right of any such Owners to all for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

ARTICLE VII

Architectural and Environmental Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure or tree, or substantial change of topography shall be commenced, performed, planted, erected or maintained upon The Properties, nor shall any exterior addition to or decoration, maintenance, repair, alternation therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been subject to and approved in writing as to the harmony, in relation to surrounding structures and topography, compatibility with the Community, and as to the safety and welfare of the residents of The Properties by the Board of Directors of the Association, or by an Architectural and Environmental Control Committee of three (3) or more individuals appointed by the Board. It shall be the policy of the Committee to encourage the planting and preservation of trees and branches (as well as shrubs and grass) unless they are or may become inimical to the safety or welfare of the residents, due to such factors as interference with light or lines of sight or proximity to ways or structures or other areas. In the event said Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Reasonable fees and charges may be imposed for procedures before the committee under this Declaration or any Supplemental Declarations.

ARTICLE VIII

Maintenance

Section 1. Exterior and Interior Maintenance. In addition to maintenance upon the Common Properties, the Association may provide exterior maintenance upon any Lot, Building or Living Unit, by agreement with the Owner(s) or group(s) of Owners or when in the opinion of the Board or of the Architectural and Environmental Control Committee, such Owner(s) or group(s) of Owners have failed, after reasonable prior notice, to properly provide such maintenance, as follows: paint, repair, replace and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, parking areas and any and all other exterior structures, facilities and improvements. In addition, the Owner(s) or group(s) of Owners may contract with the Association, at their option and with mutual agreement with the Association, for the Association to provide interior and/or exterior maintenance of the property at the Owner(s) or group(s) of Owners cost. The Association is authorized to enter into such contracts at its discretion.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot(s), Building(s) or Living Unit(s) upon which such maintenance is done. If the Lot or Living Unit is subject to the annual maintenance assessment or charge under Article V hereof, such cost shall be added to and become part thereof. In all events, it shall be an obligation of the Owner(s) and/or group or unit or organization of Owners as the Board shall determine and shall become due and payable in all respects as, or in a manner similar to that, provided in Article V hereof. Provided that, (in the case of assessment against individual Lot(s) or Living Unit(s) the Board of Directors of the Association, when establishing the annual assessment against each Lot or Living Unit for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

Section 3. Access at Reasonable Hours. For the purpose solely of performing the maintenance, either exterior or interior authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner(s) or group(s) of Owners affected, to enter upon any Lot or interior or exterior of any Living Unit at reasonable hours on any day except Sunday. Such notice requirement and Sunday exception shall be inoperative in cases of emergency.

ARTICLE IX

Occupancy and Use Restrictions

(a) Each residential Lot including any structure and improvements thereon, and each Living Unit shall be subject to the following restrictions (which restrictions shall, however, not apply to accommodations planned by Developer):

1. The Owner thereof shall not, except after approval by the Association, use, improve or occupy or cause or permit the same or any party thereto to be used, improved or occupied for any purpose, including home occupation or home professional office, which require customer or client visitation, except as the private residence for a single family.

2. No division or subdivision thereof shall be made.

3. Nontransient tenants shall be accommodated therein.

4. Outdoor lighting shall not shine offensively on adjacent properties or areas.

5. Exteriors of structures shall be kept in a good state of maintenance and repair, the premises kept in neat and orderly condition, and proper landscaping care shall be exercised.

6. Taxes, insurance, and utilities thereon shall be billed directly to and paid by the Owner or tenant.

(b) Each residential lot, including any improvements thereon, each Living Unit, the common areas and facilities and those using the same shall be subject to the following restrictions (which restrictions, however, shall not apply to accommodations planned by Developer):

1. Nothing shall be done or kept or suffered to be done or kept thereon or therein which will increase the insurance rates thereon, or on other areas of the general plan of development, or which will obstruct or interfere with other residents or the Association or uses of the common areas and facilities or owners or occupants of other areas of the general plan of development, or annoy or be noxious or offensive to any of them unreasonable noises or otherwise, or which will constitute a nuisance or an immoral or illegal act.

2. No sign, advertisement or notice shall be shown thereon, except one permanent name and address sign, and one temporary "for sale" or "for rent" sign, to be removed upon execution of agreement of sale or lease on a dwelling or living unit, the nature, color, design and location of which shall be prescribed by the Architectural and Environmental Control Committee.

3. No exterior antennae or aerials including satellite dishes shall be installed or maintained, except as permitted by the Board of Architectural and Environmental Control Committee

4. The pets (of domesticated species) which may be brought or kept upon The Properties, and the conditions under which they shall be kept shall be prescribed by regulations promulgated by the Association from time to time. However, no animals shall be housed outside its owners' dwelling unit, and the total of animals kept shall be limited to two per dwelling unit.

5. No exterior clothesline or other similar device shall be allowed at any time except on subdivided lots, the site of single Living Units. On such lots, drying and airing shall be done during daylight hours, and the clothesline or other device removed when not in use.

6. Snowmobiles, trucks, trailbikes, motor bikes, motorcycles and motor or power driven watercraft shall not be operated, except in areas, if any, designated by the Association.

7. No vehicle not in operating condition nor any vehicular parts, tools or equipment shall be parked or left anywhere except in a closed garage.

8. All boats, watercraft, trailers, recreational vehicles, trucks and vehicles other than passenger automobiles and bicycles shall be stored in building(s) or area(s) designated by the Architectural and Environmental Control Committee.

9. No trash, garbage, rubbish, refuse or other waste shall be accumulated except in such containers at such locations designated by the Board of Directors.

10. The properties shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the building, or caused by inaccuracies in construction or reconstruction of building or utility or common service utilities, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist, and for the purpose of permitting similar encroachment of a portion of one phase upon another; and shall be subject to easements for surface and subsurface water flow or drainage which may exist now or hereafter.

11. No tent, trailer, garage, accessory building, shelter or structure of any kind other than the dwelling house or living unit upon which construction has been completed shall be used for human habitation.

12. No outdoor fires or incineration shall be started or maintained except such as may be authorized by the Association.

13. No mining, tunneling or welldrilling shall be performed except by prior written consent of the Association.

(c) The common properties and facilities and uses thereof shall be subject to the following restrictions:

1. No property or other item shall be brought upon or maintained thereon except with the Association's prior consent.

2. Any damage or alteration thereto other than normal wear and tear during normal and intended use shall be paid by the person causing the damage or alteration, failing which, the damage may be assessed and collected against the Lot or Living Unit (and owner thereof) to which such person pertains as in the case of other assessments hereunder.

3. No obstruction shall be permitted of any right, title or interest in the common areas or facilities or any easements therein or thereover.

(d) The Board of Directors of the Association may adopt, publish and enforce such other rules and regulations from time to time as it shall consider best which shall become effective upon the mailing or delivery to each member a copy thereto. In addition, any sanctioned local organization, unit, or group of Owners with The Properties may promulgate and enforce such covenants, rules and regulations governing local matters within its local area as it shall determine and as shall be consonant with and subject to this Declaration and Supplementary Declarations and the Charter and Bylaws and rules, regulations, determinations and actions of the Association.

(e) Nothing in the foregoing Occupancy and Use Restrictions, nor in any other provisions of this Declaration, or future Declarations, future modifications or future rules or regulations shall apply to, obstruct or restrict any plans, real or personal property, activities or personnel, of any and all kinds, of Developer, its agents, employees and contractors, which Developer shall at any and all times desire or use in connection with construction, development, sales and rentals, and any other purposes determined by Developer with respect to The Properties and to other real estate of the Developer.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure 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, for a term of thirty (30) days from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots or Living Units has been recorded,

agreeing to change said covenants and restrictions in whole or in part. For purposes of meeting the two-thirds requirement, the lots upon which Living Units are not situated shall not be counted. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions, rules and regulations adopted hereunder, or requirement of law or reasonable requirement of an insurer, shall be by any lawful manner or means implied or granted herein, by any 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 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 4. Management. The Board may contract with person(s) or entity(ies) (including the Developer or agents or affiliates of the Developer) for centralized professional management and administration of The Properties and affairs of the Association, and may delegate to such management the powers and duties of the Association. The Board or management may also employ or contract for services and property of all kinds on behalf of the Association.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 6. Attorneys to Acknowledge. Cold Spring Estates Homeowners Association, Inc. has joined in this Declaration to acknowledge, accept and ratify the provisions of the Declaration, and hereby appoints James D. Zaiger its attorney-in-fact to acknowledge this Declaration on its behalf before any officer thereunto authorized.

Section 7. Agricultural Use. It is understood and acknowledged by the parties that adjacent owners are engaged in farming operations including lands comprising a portion of Cold Spring Estates. No person shall object to the existence or continuation of said agricultural use.

Section 8. Complaints. Any complaints or concerns involving the various protective covenants or restrictions applying to the subject real estate shall be directed to the Cold Spring Estates Home Owners Association who shall be the sole arbiter of any such dispute or complaint and shall be the only party entitled to commence any legal action for abatement or otherwise.

COVENANT DECLARATIONS, AMENDMENTS AND ASSIGNMENT
As of 11/13/2018

<u>Date</u>	<u>Recording Reference</u>	<u>Description</u>
08/07/1989	Vol. 1057 Page 214	Lots 1 - 31 and Open Space Parcels A & B. Original Covenant.
07/02/1993	Vol. 1187 Page 106	Lots 32 - 47 and Open Spaces B & C.
08/10/1995	Vol. 1266 Page 607	Amendment - HUD Compatibility.
11/02/1995	Vol. 1277 Page 254	Lots 94 - 122 and Open Spaces F & G.
08/11/1997	Vol. 1345 Page 452	Lots 50 - 61 and Open Space D.
03/24/1999	Vol. 1424 Page 98	Lots 70 - 91 and Open Space E.
10/12/2001	Vol. 1743 Page 020	Lots 20-23, 123-137, Open Space I, Spring Hill Drive.
10/07/2003	Vol. 2283 Page 386	Lots 138-161.
08/24/2005	Vol. 2878 Page 010	Lots 162-181.
10/05/2005	Vol. 2931 Page 540	Open Spaces J, K, &L. Parcels E and F.
10/17/2006	Vol. 3287 Page 490	Open Spaces M & N.
08/20/2007	Vol. 3558 Page 096	Lots 182-197, 202-10, Open Spaces N & O.
02/16/2009	Inst. No. 20090379	Amendment - Definition of Single Family and Typo Correction.
10/29/2009	Inst. No. 200924586	Assignment - Developer Rights to Cold Spring Builders, LLC
10/03/2011	Inst. No. 201118468	Lots 198-201, Open Space M.
08/01/2012	Inst. No. 201215898	Lots 211-233, Open Spaces P, Q and R.
03/11/2015	Inst. No. 201504379	Lots 225-228, Lot 230 Open Space R, Parcels R1 and R2 (Amended).
02/24/2017	Inst. No. 201704068	Lots 226-229, Open Space R and Parcels R3 and R4 (Amended).

The Amendments have been incorporated into the Covenant Booklet Dated 11/13/2018.

Copies of the above documents are available on the following Web Sites.

Cold Spring Estates Home Owner's Association (No Cost)

Franklin County Recorder's Office - Landex.com (Fee Applies)