DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR COLD SPRINGS SUBDIVISION
ONEIDA TOWNSHIP, HUNTINGDON COUNTY
PENNSYLVANIA
TAX PARCEL NO. 34-07-03 (PORTION)

1. The land subject to this Declaration of Protective Covenants and Restrictions consists of a tract of land containing four lots totaling 44.17 acres and the Residue (Parcel A) containing 41.67 acres as more particularly set forth in Plan Book 8 at Page 209-D as well as a parcel of land containing 0.621 acres as more fully set forth in the Office of the Recorder of Deeds of Huntingdon County in Record Book 766 at Page 1062. However, the parcel of land shown in Plan Book 8 at Page 209-D containing 13.003 acres, more particularly described in Record Book 762 at Page 101 is not subject to this Declaration of Protective Covenants and Restrictions.

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2. Each lot shall be used for residential purposes only. No structures shall be erected, altered, placed or permitted to remain on any lot other than a detached single-family dwelling. A detached barn or outbuilding and/or a detached or attached garage not exceeding the total square footage of the dwelling is permitted.

3. All residential structures shall have a minimum square footage of 1500 square feet of above-grade living space excluding the garage. No garage shall be used for commercial purposes. Home occupations and professional offices may be conducted or maintained on the premises.

4. No mobile home or temporary housing structure shall be kept, maintained or allowed on the premises.

5. Household pets are permitted. Horses are permitted but must be housed in an appropriate barn. No animals may be kept, bred, boarded or maintained as a kennel or to produce any commercial product for any commercial purposes.

6. All trash, garbage and refuse shall be stored in covered receptacles and concealed from view by an enclosure or screening.

7. No unregistered motor vehicles may remain on the lot unless the motor vehicle is garaged.

8. During construction of a home, building materials shall be neatly stored and refuse shall be contained in suitable receptacle and regularly and promptly removed.

9. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lot, except one sign of not more than five square feet for the purpose of a home occupation or professional office or for advertising the property for sale.

10. A parcel may be subdivided one time.

11. No natural drainage course or swales shall be contaminated, diverted or permanently blocked.

12. No fuel tanks or similar storage receptacles may be exposed to view.

13. When sufficient lots in the sole discretion of the developer have been sold, a lot owners' association to be known as the "Cold Springs Lot Owners Association" to which lot owners are members, shall assume the responsibility of the road and other common facilities. The members of the Association shall elect a committee to administer responsibilities of the Association with respect to the maintenance of road and any other common facilities and with respect to the collection of any assessments. The lot owners shall be entitled to exercise one vote per lot owned in all lot owners' association matters.

14. No obnoxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to neighbors.

15. Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The owner or subsequent owner's association shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of these restrictions. Failure by the association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16. 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.

17. Nothing herein shall be construed to prevent the owner from imposing additional covenants or restrictions on any lots not already conveyed by it.

18. These Protective Covenants and Restrictions as set forth in this Declaration shall be deemed covenants running with the land and shall be binding upon the developer herein, the grantees herein, their heirs, administrators, successors and assigns.

COLD SPRINGS SUBDIVISION
BY

Silas E. Dubbel, Jr.

DATED: July 25, 2005

Eldbjorg B. Dubbel