

Cedarbrook

Declaration of Protective Covenants, Conditions and Restrictions

This restatement of declaration is may this 9<sup>th</sup> day of September, 1994, by Christopher L. Gamble, T/A Cornerstone Associates, hereinafter called "Developer," for the purpose of correcting the defective acknowledgement made a part of the Declaration of Protective Covenants, Conditions and Restrictions, dated January 11, 1993, and recorded in Franklin County Deed Book 1177 page 173.

Whereas, Developer is the Owner of the Real Property described in ARTICLE II of this amended declaration, and desires to create thereon a residential community with Common Facilities to be maintained by said community and

Whereas, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of the Common Facilities: and to the end, desire to subject the real Property described in ARTICLE II to the covenants, restrictions, easements charges and liens, herein after 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 the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and dispersing of the assessments and charges hereinafter created; and

Whereas, Developer has incorporated under the laws of the Commonwealth of Pennsylvania, as a nonprofit corporation, the Cedarbrook Homeowners Association for the purpose of exercising the functions aforesaid.

NOW, therefore, Developer declares that the real Property described in ARTICLE II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth.

## ARTICLE 1

**Section 1** The following word when used in this Declaration or any amendments thereto shall have the following meanings:

A. "Association" shall mean and refer to the Cedarbrook Homeowners Association its successors and assigns.

B. "Property" shall mean and refer to all such existing properties, as are subject to this Declaration, and all additions to the property that may be brought within the jurisdiction of the association.

C. "Common Facilities" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The common facilities are to be owned by the Association at the time of the conveyance of the first lot are described as follows (1) Storm water Management Ponds #1 & #2; (2) The recreation area adjacent to the Storm water Management Pond #.

D. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision plan of the Property with the exception of the common facilities and commercial parcels.

E. "Public Streets and Roads" shall be ways of access for vehicles which are dedicated to the Township.

F. "Utility Easements" shall mean and refer to those areas of land designated on any recorded subdivision plan of the property

G. "Owner" shall mean and refer to Developer and any other recorded Owner for the fee simple title to any Lot situated upon the Property, but shall not refer to any mortgages unless and until such mortgage has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

H. "Members" shall mean and refer to all those Owners who own Lots in the Property, and by reason thereof are Members of the Cedarbrook Homeowners Association.

I. "Architectural Review Committee" shall mean a committee of persons which shall be appointed by the Directors or its assigns for the purpose of approval or disapproval if improvements more specifically set forth herein.

## **ARTICLE II**

### ***Properties Subject to this Declaration***

**Section 1** The real Property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located and situated in the Township of Antrim, County of Franklin and Commonwealth of Pennsylvania as more specifically set forth in the legal description contained in Exhibit A attached hereto and made a part thereof, and the subdivision plan recorded in the Recorder of Deeds Office in and for Franklin County, Pennsylvania

As of the date hereof, Phase 1 of Cedarbrook, as shown on a Final Plat recorded in Franklin County Plat Book 288F, Page 243, has been approved and the lots therein are subject to this Declaration; and Phase 3 of Cedarbrook, as shown on a Final Plat recorded in Franklin County Plat Book 288, page 1150 has been approved, and by virtue of this Second Amendment, the lots therein are subject to this Declaration.

In the future, as additional phases of Cedarbrook are approved, the lots in those Phases shall become subject to this Declaration.

## **ARTICLE III**

***Membership and Voting Rights in the Association*** The Developer, its successors and assigns shall be a Member of the Association so long as it shall be the record Owner for a fee or an undivided fee, interest in any Lot located on the Property. Also, every person or entity who is a record Owner of a fee, or undivided free or interest in any Lot on the Property shall be a Member of the Association, provided that any person or entity (except the Developer) who holds such interest merely as security for the performance of an obligation, shall not be a member.

**Section 1 Voting Rights.** The Association shall have two (2) classes of voting Membership:

Class A: Class A members shall be all those persons or entities as defined in Section 1 with the exception of the Developer who shall by the Owner of Lot located on the Property. Class A Members shall be entitled to one vote for each lot in which they hold the interest or interests in any Lot, the vote for such Lot 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.

Class B: Class B member shall be the Developer. The Class B member shall be entitled to 330 votes for each Lot located on the Property which is owned by the Developer. The Developer shall continue to have the right to cast votes as aforesaid (330 votes for each Lot) even though it may have contracted to sell the Lot.

## ARTICLE IV

### ***Maintenance of Common Facilities***

**Section 1 Ownership.** The Common Facilities shown on the recorded subdivision plan of the Property shall be constructed and maintained by the Developer until title to the said Common Facilities shall be conveyed to the Association, which shall occur when 65 lots are conveyed to the owners of the Owners other than the Developer.

**Section 2 Associations Duties and Power to Maintain Common Facilities.** After acquiring ownership of the Common Facilities, the association shall have, but not be limited to the following:

- A. The right of the Association to borrow money for the purpose of reconstructing, repair, improving and maintaining the Common Facilities; and
- B. The right of the Association to take such steps which are reasonably necessary to protect the Common Facilities against foreclosure; and
- C. The right of the Association to make reasonable assessments against its Members for reconstructing, repairing, improving and maintaining the Common Facilities.

## ARTICLE V

### ***Covenant for Maintenance Assessments***

#### **Section 1 Creation of Lien and Personal Obligations.**

The Developer for each Lot owned by it within the Property hereby covenants and each Owner of any Lot by acceptance of a deed therefore whether or not it shall be so expressed in any deed, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements. Such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorney's fee, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, also shall be the personal obligation of the person who was the Owner of the Property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to its successors in title unless expressly assumed by them.

#### **Section 2 Purpose of Annual Assessment.**

The annual assessment levied hereunder by the Association shall be used exclusively for the purpose of promoting and preserving the integrity of the Property and the health, safety and welfare of the Owners in the Property and in particular for the reconstruction, repairing, improvement and maintenance of the Common Facilities and the payment of taxes and insurance and all of the expenses applicable thereto. The Association is specifically charged with the responsibility for the maintenance utility, drainage, storm water management facilities, recreation areas, sidewalks, operation and maintenance of a community water supply and/or distribution system, if one should be acquired for the Property, and all real property owned by the Association for the common use and enjoyment of the Owners.

#### **Section 3 Basis of Annual Assessment.**

Until the year beginning 1996, the annual assessment shall be \$100.00 per Lot. From and after January 1996, the annual assessment may be increased by a vote of the Members, as hereinafter provided, for the next succeeding year and at the end of each such period, of one year for each succeeding year thereafter. Unless the annual assessment shall be increased as aforesaid, it shall remain \$100.00 per lot. The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount.

#### **Section 4 Special Assessment 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, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Facilities. Provided that any such assessment shall have the assent of two-thirds (2/3) of the Members authorized to vote who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set for the the purpose of the meeting.

#### **Section 5 Change in the Basis of Maximum of Annual Assessments.**

Subject to the limitations of Section 3 hereof, and for the purpose therein specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of 51% of the votes of the Membership who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least 30 days in advance and shall set forth the purpose of the meeting.

#### **Section 6 Quorum for Any Action Authorized Under Section 4 and 5.**

At the first meeting called as provided in Section 4 &5 hereof, the presence at the meeting of Members, or of proxies, entitle to cast 50% of all votes of both classes of Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 & 5, and the required quorum at any such subsequent meeting shall be one-half the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than 90 days following the preceding meeting.

#### **Section 7 Date of Commencement of Annual Assessment.**

Due Date. Initially, and until changed by the Board of Director and annual assessment of \$100.00 per Lot shall be paid to the Association on the first day of March, commencing the year following the date of the initial purchase of any Lot. The assessment for any year, after the first year, shall become due and payable on the first day of March or any such other date as fixed but the Board of Directors in the Association. The due date of any special assessment under Section 4 hereof shall be fixed and the Resolution authorizing such assessment.

#### **Section 8 Duties of the Board of Directors.**

The Board of the Directors of the Association shall fix the amount of the assessment against each Lot for each assessment period at least 30 days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept by the President of the Association at a place designated by

him and shall be open to inspection by any owner. Written notice of the assessment may thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid.

**Section 9 Delegation of Collection of Assessment.** The Board of Directors of the Association may delegate the collection of the assessment to any person of its choosing.

**Section 10 Effect of Non-Payment: The Lien: The Personal Obligation: Remedies of Association** If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent as provided in Section 7 hereof and shall upon the election of the Association to declare the entire assessment due and payable, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon becoming a continuing lien of the Property which shall bind such Property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid as provided in Section 7 and the Association shall declare the entire assessment due and payable, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may foreclose the lien against said Property, or may bring an action at law against the individual(s) or entity personally obligated to pay the same. Both actions shall be cumulative and neither shall preclude the other. There shall be added to the amount of such assessment the cost of preparing and filing the Complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and attorney's fee of 25% but not less than \$200.00 together with the costs of the action.

**Section 11 Subordination of the Lien to Mortgages**

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter places upon the Property subject to assessment. The ordinary sale or transfer of the Property subject to assessment shall not affect the assessment lien. However, the sale or transfer of any of the Property which is subject to any first mortgage or deed of trust pursuant to the decree of foreclosure under such mortgage or deed of trust or any proceeding in lieu of foreclosure thereon shall extinguish the lien of such assessments as to payments thereof which became due prior to such a sale or transfer. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter become due, not from the lien of any such subsequent assessment.

## ARTICLE VI

### *Party Walls*

**Section 1 General Rules of Law Apply.** Each wall, Floor and ceiling which is built as part of the original constructions of the homes up in the Property and placed on the dividing line between the Lots, shall construe a party wall, and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and the liability for Property damage to negligent or willful acts or omissions shall apply thereto.

**Section 2 Sharing of Repair or Maintenance** The cost of reasonable repair or maintenance of a part wall shall be shared by the owners who make use of the wall in proportion to such use.

**Section 3 Destruction by Fire or Other Casualty** If 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 Owner to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

**Section 4 Weatherproofing** Notwithstanding any other provision in the 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 Right to Contribution Runs with the Land** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land shall pass to such Owner's successors in title.

**Section 6 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 one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the questions involved.

## **ARTICLE VII**

### ***Architectural Review Committee***

#### **Section 1 Review by Committee**

No building, exterior remodeling or altering of any structure, wall or fence shall be commenced without obtaining written approval of the Developer or by an architectural Committee composed of three (3) or more representatives appointed by the Board of the Directors of the Association as to the location, elevation, set back from the Property lines, construction material, quality of workmanship and harmony of external design with existing structures.

#### **Section 2 Submission of Plans**

Plan drawn to scale showing interior and exterior elevations, exterior materials, color selection and landscaping plans must be submitted to the Committee in triplicate for their approval. These plans shall also include a Lot plan showing the location of the structure on the Lot. The Committee shall approve or disapprove the same plan within 45 days after the same has been submitted. The Committee shall have the right to disapprove plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these covenants or the rules and regulations promulgated by the Association.

#### **Section 3 Construction Time**

Once the construction of a building or any other structure commences upon any Lot, the said structure shall be finally completed and ready for its intended use and all exterior grading and planning completed within 90 days from the date of the commencement of said construction.

## **ARTICLE VIII**

### ***Exterior Maintenance***

#### **Section 1 Exterior Maintenance**

In the event the Owner of and Lot shall fail to promptly provide for exterior maintenance as to buildings or grounds, the Association may, but shall not be obligated to do so, provide exterior maintenance as follows, but not limited to: paint, replace and care for roofs, gutters, downspouts, exterior buildings and surfaces, trees, shrubs, grass, walks, and other exterior improvements, removal of accumulated rubbish, debris, abandoned, derelict or incomplete structures and materials and abandoned vehicles.

#### **Section 2 Assessment of Cost**

The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual assessment or charge to which such Lot is subject under ARTICLE V hereof and, as part of such annual assessment or charge, it shall be a lien subject, however to a lien by reason of a first mortgage or first deed of trust, and shall become due and payable in all respects as provided in ARTICLE V hereof.

#### **Section 3 Access at Reasonable Hours**

For the purpose solely of performing in the exterior maintenance authorized by this ARTICLE VIII, the Association, through its representatives, duly authorizes agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day

## ARTICLE IX

### *Protective Covenants*

**Section 1 Temporary Structure** No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporary or permanently.

**Section 2 Sign** No sign of any kind shall be displayed to the public view on any Lot except a house number sign of not more than one square foot, a Property for sale or rent sign of not more than six square feet on one side.

**Section 3 Offensive Activity** No obnoxious or offensive activity shall be carried on upon the Lot in the Property.

**Section 4 Fence** No fence shall be erected to a height of more than five feet from the ground, nor shall any fence be erected that is not approved by the Architectural Review Committee.

**Section 5 Livestock and Poultry** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot on the Property, except that of cats, dogs or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

**Section 6 Garbage and Refuse Disposal** Trash, garbage or other waste shall be kept in a clean and sanitary container and disposition of same shall be prompt.

**Section 7 Vehicles** No vehicle shall be abandoned or stored in the Property. All vehicles kept on the Property shall have a current state inspection sticker. No vehicle over 10 tons gross weight shall be driven over the streets or parked along the curbs in the Property.

**Section 8 No trailer**, RV vehicle, camper or anything similar in nature thereto shall be parked or stored on the Property except in an area specifically designated by the Association for such use.

**Section 9 Boats** No boat, boat trailer or boating equipment shall be stored or parked on the Property, except in an area specifically designated by the Association for such use.

**Section 10 Firearms** No firearms, bows and arrows, slings or explosives shall be discharged or shot on any Lot in the Property. No fire for the purpose of burning wood, trash, leaves or debris shall be lit upon and Lot in the Property.

**Section 11 Maintenance of Lawns** All lawns on all Lots on the Property shall be maintained and kept in a neat manner and no grass or weeds shall be permitted to exceed a height of three inches in height on any Lot in the Property.

## ARTICLE X

### **General Provisions**

**Section 1 Duration** The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time said covenant shall be automatically extended for successive periods of 10 years unless an instrument is signed by then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of proposed agreement is sent to every Owner at least 90 days in the advance of any action taken.

**Section 2 Notice** Any notice given or required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly when mailed, postpaid, 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 shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate a 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 hereafter.

**Section 4 Assignment Transfer or Conveyance by the Developer** The Developer reserves the right to assign, transfer or convey any of its rights as provided for herein.

**Section 5 Severability** Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect and other provisions which shall remain in full force and effect.

**Section 6 Conveyance of Lots** All deeds of conveyance of said lots from Developer to Owners in the Association shall contain a recital that said conveyance is made subject to and under all provisions of the Declaration of Protective Covenant, Conditions and Restrictions for Cedarbrook, a Residential Development, Antrim Township, Franklin County, Pennsylvania.

**Section 7 Municipal Review** Developer hereby represents and warrants to Owner, that a fully executed copy of this agreement was presented to Antrim Township Supervisors for their review during the land subdivision approval process; and

Developer further acknowledges that full subdivision approval was based, in part, upon the Supervisor's approval of language contained in this agreement relating to maintenance of the common facilities, including utility, drainage and storm water control facilities.

Amendment to Declaration of Covenants, Conditions, and Restrictions for  
CEDARBROOK subdivision, Antrim Township, Franklin County, Pennsylvania

This Declaration is made this \_\_\_\_\_, by Cedarbrook  
Homeowner's Association Board of Directors, herein called "Directors"

Whereas, Developer made a Declaration of Covenants, Conditions and Restrictions for  
Cedarbrook, a Residential Development on January 11, 1993, and said Declaration was  
duly recorded in Liver 1177 at Folio 173 of the land records of Franklin County,  
Pennsylvania; and

Whereas, the Board of Directors of Cedarbrook Homeowner's Association was duly  
authorized such amendment:

Now therefore, the Declaration of Covenants, Conditions and Restrictions for Cedar  
brook, a Residential Development, is hereby amended by changing the following

1. Article V Section 10 Effect of Nonpayment of the Assessment -*add the following  
statement*

There shall be added to the assessment a late fee in the amount of \$25 after the due  
date is passed. An additional late fee of \$25 will be charged to assessment if it is not  
paid after a period of 6 months.

2. Article X Section 1 Duration-*change to the following*

Provided, however, that no such agreement to change shall be effective unless made  
and recorded eighteen (18) months in advance of the effective date of such change,  
and unless written notice of the proposed agreement is sent to every Owner at least 90  
days in advance of any action taken.

3. Article V Duties of the Board of Directors- *add the following statement*

An annual salary of \$100 will be paid to board members who have served a  
complete calendar year. The amount will be paid by January 31<sup>st</sup> of the year after  
they have served.

4. Article IX Protective Covenants-*add the following*  
Section 12 Complaint Process

In the event that a complaint is submitted to the Board of Directors of the Association stating a violation of the protective covenants, it is the duty of the Directors to research the violation and if necessary notify homeowner of violation by mail. The homeowner will be given a timeframe not to exceed 14 days to rectify the violation. If the stated violation is not resolved the board will send a second notification with a fee of \$25. Upon a third notification the board will seek action to have the stated violation resolved and the homeowner of Lot will be liable for any charges incurred by the board for such action.