

**A SKETCH OF ESSENTIAL MATTERS IN
MASSANETTA SPRINGS COTTAGE OWNERS ASSOCIATION, INC.
DOCUMENTS**

The following summary is for our convenience only. We should keep copies of the FOUR documents provided by our association for official reference. They are:

- I. Articles of Incorporation
- II. Bylaws of Massanetta Springs cottage Owners Association, Inc. (MSCOA)
- III. Declaration of Covenants, Conditions and Restrictions
- IV. Covenant Agreement Between our Conference Center and the MSCOA

The first three documents have legal standing grounded in Chapter 10, Title 13.1 of the Code of Virginia. The fourth document has only persuasive value among cottage owners.

I. Articles of Incorporation Briefly, in this document one will find approved legal grounds for our existence as an association with our lawyer Stephen T. Heitz, Incorporator, 410 Neff Avenue, Harrisonburg, VA 22801

II. Bylaws This document explains organizational matters of our Association in 8 articles. Subjects include Meetings, Committees, Actions without Meeting, Officers, Vacancies. Vital among the officers is the responsibility of the Treasurer (p.5) who must be bonded and the records audited annually. Procedures for contracts and transactions are described, including amending any regulations. Incorporation began April 10, 2000.

III. Declarations and Covenants, Conditions and Restrictions This third document deals with the rules and regulations for which all of us are responsible.

Article 1 defines seven terms that are essential to communication: Association, Common Areas Declarant Lot, Owner, Property and Board. Essential to our organization is an Architectural Control Committee, which receives in writing owner proposals for property changes, and reviews them at board meetings.

Article 2 describes the governance of MSCOA, including rule making, assessments and easements.

Article 3 defines the Architectural Control Committee and its functions. In the process of improving their properties owners will need to know the procedures of this committee.

Article 4 provides information regarding assessments necessary to the working of a secure association.

Article 5 describes several concerns about common areas and easements.

Article 6 contains fifteen "General Use Restrictions." They are listed on the attached page in a summary form. You might want to keep them posted if you rent your cottage or have frequent visitors.

Article 7 contains miscellaneous provisions concerning restrictions, rights, easements and drainage.

IV. Covenant Agreement The cottage community is an important part of the conference center. This community has played an integral role through loyalty, stewardship and volunteer services to Massanetta Springs Conference Center. It is anticipated that we may continue to nurture one another in the spirit of this heritage.

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MASSANETTA SPRINGS OWNERS - Covenants, Conditions & Restrictions, 1997-0695(7778-0), 01/15/99

*Received
Tuesday May 23
2000*

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR**

**MASSANETTA SPRINGS COTTAGE
COMMUNITY SUBDIVISION, SECTION ONE**

THIS DECLARATION is made this 16th day of November, 1999,
by MASSANETTA SPRINGS, INC., a Virginia corporation, as grantor ("Declarant").

P R E A M B L E:

A. Declarant is the owner of fifty-seven (57) lots located east of Massanetta Springs Road in Central District, Rockingham County, Virginia, designated on a subdivision plat dated September 21, 1998, made by Copper, Mars, Nicely & Associates entitled "FINAL PLAT MASSANETTA SPRINGS COTTAGE COMMUNITY SUBDIVISION, SECTION ONE," (the "Plat") which is to be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia just prior to the recordation hereof.

NOW THEREFORE, Declarant declares that all of the Property shall be held, transferred, sold, conveyed and occupied subject to the following limitations, restrictions and uses which shall run with the real estate and shall be binding on and inure to the benefit of all present and future Owners thereof. This declaration, however, shall not apply to any other "phases" or sections of Massanetta Springs Cottage Community or any other land owned by Declarant, except for such land as may be added under §7.5.

ARTICLE 1

Definitions

§1.1 "Association" shall mean and refer to Massanetta Springs Cottage Owners Association, and its successors and assigns.

Prepared by Litten & Sipe, L.L.P., 410 Neff Avenue, Harrisonburg, Virginia 22801

§1.2 "Common Areas" shall mean and refer to all portions of the Property and all interest therein, including easements and improvements therein, owned or leased by the Association for the use and enjoyment of the Owners, and all roads within the subdivision, but shall not include the property shown as "Community Center Area" on the Plat.

§1.3 "Declarant" shall mean Massanetta Springs, Inc. and its successors and assigns, but shall not include the purchaser of any Lot.

§1.4 "Lot" shall mean and refer to the individually numbered plots of land shown upon the recorded subdivision plat of the Property.

§1.5 "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, whether acquired by purchase, gift, foreclosure or otherwise, but excluding those persons or entities having such interest merely as a security for the performance of an obligation. The address of an Owner (or Owners in case a Lot is owned by more than one person) for the purpose of notices required herein shall be the address as indicated on the tax records for the current year maintained by Rockingham County, Virginia, unless an Owner notifies the Association of a different address.

§1.6 "Property" shall mean and refer to all of the real estate dedicated to MASSANETTA SPRINGS COTTAGE COMMUNITY SUBDIVISION, SECTION ONE and subsequent sections added to this Declaration pursuant to §7.5 hereof, but shall not include the "Community Center Area" shown on the Plat.

§1.7 "Board" shall mean the duly elected board of directors of the Association.

ARTICLE 2

Association

§2.1 Every Owner shall be a member of the Association. The membership shall be appurtenant with and may not be separated from ownership of any Lot. Each Owner shall have only one vote per Lot with regard to Association matters.

§2.2 The Association may be an unincorporated association or a non-stock corporation organized under the laws of the Commonwealth of Virginia. The Association is charged with the duties and vested with the powers prescribed by law and set forth in its organizational documents, as such may be amended from time to time, provided no such organizational documents shall be amended for any reason or otherwise changed or interpreted so as to be inconsistent with this declaration.

§2.3 The Association shall be governed by a board of directors consisting of at least three (3) members.

§2.4 By way of example, and without limiting the generality thereof, the Association shall have the power and obligation to perform the following duties:

(a) *Real and Personal Property.* To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer, mortgage, create a lien on or dedicate real or personal property for the benefit of the Association; and

(b) *Rule Making.* To establish rules and regulations for the use of the Common Areas; and

(c) *Assessments.* To fix, levy and collect assessments as provided in Article 4; and

(d) *Easements.* To grant and convey easements over and across the Common Areas as may become necessary.

ARTICLE 3

Architectural Control

§ 3.1 No building, fence, or other improvements shall be erected or placed on any Lot and no exterior addition, change or alteration to any improvements on any Lot shall be made until the plans and specifications showing the nature, color, kind, shape, height and materials and a plat showing the location and drainage patterns of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by an Architectural Control

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MASSANETTA SPRINGS OWNERS' ASSOCIATION, INC. (176-2) 01/13/99

Committee ("ACC"). The ACC shall be composed of three voting members. The three voting members shall be appointed by the Declarant until the date the Association is formed. After such time the Association shall elect the three voting members. The members appointed by the Declarant shall hold office until removed by the Declarant or their successors are elected.

§3.2 The ACC shall make recommendations to the Board to approve or disapprove proposed buildings, fences, and other improvements and alterations on the Lots and in the exercise of its discretion, the Board shall not be bound to approve any proposed buildings and improvements solely because they comply with the other restrictions and covenants or are equal in cost or value to buildings and improvements on other Lots. In the event the Board fails to approve or disapprove the plans and specifications within ninety (90) days after submission, the plans and specifications shall be deemed to be approved, but the failure of the Board to act shall not be construed to waive any violation of these covenants.

§ 3.3 The Board may base its approval or rejection of plans or specifications upon any grounds, including purely esthetic considerations, which in the sole discretion of the committee shall seem sufficient. Representatives of the ACC shall have the right to inspect the building during construction to insure that it complies with the approved plans and specifications. Where discrepancies exist, the Board may require corrective work, or, where warranted in its opinion, it may issue a notice to cease construction until compliance is assured to its satisfaction. Failure to heed such a notice from the Board shall operate as a default under this covenant and shall give the Board, in addition to any rights under general law, all of the rights and powers set out in this declaration.

§ 3.4 The exterior of any dwelling or building constructed on any Lot shall be completed within twelve (12) months after the commencement of construction.

§ 3.5 Except as later provided in this paragraph, the Board shall have the power to approve any proposed buildings or improvements on any of the Lots even though the buildings or improvements do not meet the requirements of this instrument, if, in the

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MASSANETTA SPRINGS OWNERS' Covenant, 77 VAGR. 717-0699(2776-9); 01/15/99

discretion of the Board, such deviations are not harmful to the value of the adjoining property. The Board shall be under a duty to exercise this power, however The Board shall have no power to permit a deviation from §6.2 of this instrument.

§ 3.6 The plans and specifications of any improvements shall be deemed approved under § 3.1 if the Board has not notified the Owner of a violation of this Article within six (6) months after issuance of an occupancy permit or final inspection in case of improvements to an existing structure.

ARTICLE 4

Covenant for Maintenance Assessment

§4.1 Each Owner (except for the Declarant as provided in § 4.2 below) by acceptance of any Lot, whether or not it shall be so expressed in any document conveying title to the Lot, shall be deemed to covenant and agree to pay to the Association:

- a. regular assessments or charges;
- b. Special assessments for capital improvements;

which may be fixed, established and collected from time to time. Each type of assessment shall be a uniform rate. The regular and special assessments, together with such interest thereon as determined by the Association and costs of collection thereof, including attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon each Lot until payment. Each such assessment, together with such interest thereon and costs of collection thereof, also shall be the personal obligation of the Owner (jointly and severally in the case of multiple Owners) of each Lot at the time when the assessment fell due and shall not pass as a personal obligation to his successors in title unless expressly assumed by such successor.

§4.2 No assessment shall be due or payable for any vacant or unimproved Lot owned by the Declarant except for a reasonable charge related to the maintenance of such vacant lots.

§4.3 The regular and special assessments levied by the Association shall be used exclusively for a) the purpose of promoting the permitted uses of the Property in a safe

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MASSANETTA SPRINGS OWNERS - Covenant, R/S/R GR. 777-2693(2/78-6); 01/15/99

and orderly manner; b) the improvement, management, care and maintenance of services and facilities related to the use and enjoyment of the Common Areas; and c) snow removal and road maintenance.

§4.4 Until the first day of the fiscal year following commencement of assessments, the maximum regular assessment shall be _____ dollars (\$_____) per _____. The levy of a regular assessment less than the maximum in any _____ shall not affect the Association's right to levy a regular assessment equal to the maximum assessment in subsequent months.

Change in Maximum. From and after the first day of the fiscal year immediately following the commencement of assessments, the Association may increase the maximum assessment each year by not more than ten percent (10%) of the maximum regular assessment for the previous fiscal year; such increase shall become effective the first day of the new fiscal year.

From and after the first day of the fiscal year immediately following the commencement of assessments, the maximum regular assessment may be increased above the amount which can be set by the Association with the affirmative vote of at least sixty-seven percent (67%) of the members who are present and voting, in person or by proxy, at a meeting at which a quorum of members is present.

§4.5 In the event that any road maintenance or repair is caused by the willful or negligent act of any Lot Owner or the employees, agents, guests or invitees of any Lot Owner, the cost of such maintenance and repair shall be paid for by such Lot Owner. Every Owner shall maintain his or her Lot and the buildings thereon in a neat and structurally sound condition. The exterior buildings shall be routinely painted. If any building is totally or partially damaged by fire, wind or other hazard, the Owner shall within a period of twelve (12) months after the damage a) repair the damage or b) tear the building down and remove the debris from the Lot.

§4.6 If any Owner fails to make any required repairs or maintenance after notice from the Association, the Association may make such repairs on behalf of the Owner, and

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MASSANETTA SPRINGS OWNERS' Association, INC. REG. (177-0495)(1778-0); 01/15/99

the cost thereof shall be deemed a special assessment as to such Lot. Each Owner authorizes the Association and its agents to enter the Lot at reasonable hours to perform any required repair or maintenance on behalf of the Owner.

§4.7 The assessments may be collected for any time period the Association desires, including but not limited to monthly, quarter-annually or annually.

§4.8 The Association shall furnish to any Owner, upon request, a certificate in writing signed by an officer of the Association, setting forth whether the assessment for his Lot has been paid, and if not, the amount of the unpaid assessment. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

§4.9 The lien of the assessments shall be subordinate to the lien of real estate taxes and any first deed of trust lien. Such lien shall not bind or affect a subsequent bona fide purchaser of any Lot for valuable consideration without actual notice of the lien until a memorandum, verified by an officer of the Association, is recorded in the deed records in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The memorandum shall contain (a) a description of the subdivision and Lot number; (b) the name(s) of the Owners; and (c) the amount of the unpaid assessment(s).

§4.10 The provisions of the Property Owner's Association Act (§55-508, *et seq.* of the Code of Virginia, 1950, as amended) shall apply to the extent not inconsistent herewith.

§4.11 The regular assessments shall commence on January 1, 1999. The first assessment on any Lot shall be collected at the time of conveyance of the Lot and shall be prorated based on the number of days remaining in the fiscal year.

ARTICLE 5

Common Areas

§5.1 The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control for the benefit of the Owners of the Common Areas conveyed to it.

§5.2 **Easement of Enjoyment.**

Subject to the provisions herein, every Owner shall have a right and nonexclusive easement of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, and every member shall have a right of enjoyment to the Common Areas.

A member's spouse, parents and children who reside with such member shall have the same easement of enjoyment hereunder as a member.

§5.3 **Extent of Members' Easement.** The members' easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association to establish reasonable admission and other fees for the use of the Common Areas, including any recreational center or facility.
- (b) The right of the Association to convey, or transfer, all or any part of the Common Areas, other than the private streets subject to the prior assent of at least fifty-one percent (51%) of the members;
- (c) The right of the Association to regulate the use of the Common Areas for the benefit of members and conference participants;
- (d) The right of the Association to establish rules and regulations for the use of the Common Areas, including use of any recreational facilities by members and nonmembers; and
- (e) No Owner or member shall obstruct any common driveway, parking area or sidewalks, and no act shall be done which would affect the free and continuous use and enjoyment thereof by the other Owners.

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MASSACHUSETTS SPRINGS OWNERS' Association, INC. REG. 197-0492(2771-0); 01/15/99

§5.4 Delegation of Use. Any member may delegate to the members of his family and to his guests his right of enjoyment to the Common Areas and facilities subject to such general regulations as may be established from time to time by the Association.

§5.5 Title to Common Areas. The Declarant hereby covenants that areas designated as open space, or Common Areas which the Declarant conveys to the Association as Common Areas shall be free and clear of all liens and financial encumbrances at the time of conveyance. In the event a lien or encumbrance shall attach to all or a portion of the Common Areas, one or more of the lienholders and/or mortgagees shall have the right to discharge said lien or encumbrance after reasonable notice to the Association and to seek reimbursement for amounts paid to discharge the lien or encumbrance.

ARTICLE 6

General Use Restrictions

§6.1 No Lot shall be used except for residential purposes. This restriction is not intended to apply to any businesses being operated on any Lot as of the date of recordation of this Declaration. However, in the event that a Lot on which a business is in operation as of the recordation date of this Declaration is sold, transferred or conveyed by the Initial Owner, this exception shall terminate. "Initial Owner" shall mean the purchaser of a Lot from the Declarant the first time that Lot is sold by Declarant.

§6.2 No building exceeding two stories in height above ground and such other buildings as may be approved by the Board shall be erected on any Lot. Additionally, no mobile home shall be erected on any Lot.

§6.3 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. No Pit Bulls or Rotweilers may be kept on any Lot.

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§6.4 Whenever animals are permitted outside a building or other enclosed area approved by the Board for the maintenance and confinement of animals, they must be secured by a leash.

§6.5 All Lots shall be kept at all times in a sanitary, healthful, attractive and safe condition.

§6.6 None of the Lots or adjacent property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, lawn clippings, leaves or other waste shall be kept in sanitary enclosed containers. All containers shall be appropriately screened from view from any street or road on which the Lot fronts.

§6.7 No motor vehicle shall be kept on any Lot unless it bears a valid state license plate and current inspection sticker unless within a structural enclosure and no motor home or camper shall be kept on any Lot.

§6.8 No dwelling shall be permitted on any Lot unless adequate off-street parking for at least two vehicles is provided on the Lot. No trailer, basement, tent, shack, barn, or other outbuilding erected on any Lot shall be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

§6.9 No more than two unrelated persons may occupy any dwelling on any Lot. As used herein, "unrelated persons" shall mean persons unrelated by either blood or marriage.

§6.10 No noxious or offensive use or activity including, but not limited to, barking dogs or loud music shall be carried on upon any Lot, nor shall any practice be engaged in by the Owners of the Lots, their tenants, agents, guests, or assigns, that shall become an annoyance or nuisance to the neighborhood.

§6.11 No improvement which has been partially or totally destroyed by fire or other casualty shall remain in such condition for more than twelve (12) months from the date of such destruction.

§6.12 No exterior watch light shall be erected on any Lot without the prior approval by the Board. For the purposes of this section, a watch light is an exterior light

of a type typically mounted on a telephone pole, utility pole, or street light pole, or any other light which the Board determines casts an unacceptable level of light on neighboring properties.

§6.13 No dirt bikes, ATVs, three or four wheelers or other non-licensed vehicles shall be operated on any Lot, Common Area, street or driveway.

§6.14 Any Lot owned by a church or other religious organization shall not be subject to the restrictions imposed under §§6.1 and 6.9 above, with the uses to be determined by such owner churches.

§6.15 Any tenants shall abide by all Association rules and regulation. A copy of this document and the Covenant between the Association and Massanetta Springs, Inc. must be provided by the owner of a rented lot to such lot's tenants.

ARTICLE 7

Miscellaneous Provisions

§7.1 No Lot shall be re-subdivided into smaller lots, nor shall any portion of any Lot be sold or conveyed by the Owner thereof without the prior approval of the Board.

§7.2 All drainage, access and utility easements shown on the subdivision plat are hereby reserved to Declarant. A release by Declarant to any Lot Owner of any easement so reserved shall operate as a complete release to such Lot and no other party shall be entitled to assert any claim or right to the use of such easement. Declarant may convey to the Association title to the property included in such drainage, access and utility easements.

§7.3 These restrictions, conditions, covenants, and limitations shall continue in force until January 1, 2018, at which time they will expire. Nevertheless, upon the expiration of this term and any subsequent term, they shall be automatically renewed for ten (10) year periods unless terminated or amended by the Owners. Any proposed amendment to these restrictions, conditions, covenants, and limitations shall be presented, in writing, to all members of the Association at least twenty-one (21) days prior to the

meeting at which the amendment will be considered. For an amendment to pass, 75% of all votes cast at such meeting must be in the affirmative.

§7.4 Any water, drainage or detention system traversing or abutting any Lot shall be maintained by the Owner of the Lot.

§7.5 The Declarant shall have the absolute and unqualified right (but shall not be obligated) to bring within the terms of this declaration additional property, so long as the property is adjacent to the property shown on the subdivision plat or on later plats brought within the declaration. Such additions shall be made by recording a supplemental declaration in the Clerk's Office of the Circuit Court of Rockingham County, Virginia, indicating the additional property which shall be subject to this declaration. Property added to this declaration shall be treated for all purposes as if it had been shown on the original subdivision plat, but the added property may be subject to other restrictions in addition to this declaration.

§7.6 The Declarant may appoint a successor Declarant by an instrument recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia. The sale of Lots to a successor Declarant shall not be deemed a sale for purposes of §3.1 (a).

§7.7 The Declarant, the Board and the Association shall not be liable to any Owner or other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or other person arising out of or in any way related to the subject matter of any reviews, acceptances, inspections, permissions, consents, or required approvals which must be obtained from the Declarant, the Board or the Association, whether given, granted, or withheld.

§7.8 If any part of any provision of this Declaration shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of this declaration.

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ARTICLE 8

Validity and Enforcement

§8.1 The failure on the part of the Declarant or any Owner to enforce any restrictions contained in this instrument shall not be deemed a waiver of the right to do so thereafter for the same breach or one occurring prior or subsequent thereto.

§8.2 Enforcement of this instrument shall be by proceedings instituted by any Owner at law or in equity against any persons or other entities violating or attempting to violate any covenant, either to restrain violation or to recover damages therefor. In any such proceeding, an Owner found to have breached any covenant contained in this instrument shall be responsible for the cost of the enforcement proceeding, including the prevailing party's attorney's fees.

WITNESS the following signatures and seals.

MASANETTA SPRINGS, INC.

By: David M. Hubler
Its: Executive Director

99 DEC 29 AM 11:29
ROCKINGHAM COUNTY
CIRCUIT COURT
WAYNE HARPER, CLERK
COMMONWEALTH OF VIRGINIA
HARRISONBURG, to-wit:

The foregoing instrument was acknowledged before me in the aforesaid jurisdiction this 17th day of November, 1999, by David M. Hubler, Executive Director, of Massanetta Springs, Inc., on behalf of said corporation.

My commission expires: 5-31-03

Philip S. Stewart

Notary Public, the Clerk's Office of the Circuit Court of Rockingham County

The foregoing instrument was this day presented in the office aforesaid, and is together with the certificate of acknowledgement annexed, admitted to record this 16 day of Dec, 19 99 at 11:29 AM. I certify that

taxes were paid when applicable:
Sec. 58-54 - State _____ County _____ City _____
Sec. 58-54.1 - State _____ County _____ City _____ Transfer _____
Recording 25 W TESTE

L WAYNE HARPER
CLERK

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A
COVENANT AGREEMENT BETWEEN
MASSANETTA SPRINGS CONFERENCE CENTER
AND
THE MASSANETTA SPRINGS COTTAGE OWNERS ASSOCIATION

Whereas, the ministry of Massanetta Springs Conference Center was initiated in 1922 under the auspices of the Synod of Virginia, Presbyterian Church in the United States, and continues as a vital part of the Church's fulfillment of Christ's mandate to ministry in the Synod of the Mid-Atlantic Presbyterian Church (U.S.A.), and

Whereas, the Cottage Community has a long history of being a vibrant part of and contributing service to Massanetta Springs Conference Center, at first being composed of cottages owned by and for the use of congregations, and later of individual and family owned homes.

Whereas, many of the residents in the cottage community are active and retired servants of the church who have taken residence here because of the programs and experiences available at Massanetta Springs Conference Center, and

Whereas, Massanetta Springs Conference Center will no longer own the land on which cottages are built, but is making that land available for sale to cottage owners, and

Whereas, in this process of changing from congregational and individual leases to private ownership, both Massanetta Springs Conference Center and the cottage owners desire that the transition period strengthen, rather than weaken, the ties between the residents of the cottage community and the work of the Conference Center, and

Whereas, new residents of the cottage community will be welcomed to enter into the fellowship of the conference center and the community;

Therefore, seeking to insure the continuation of a supportive relationship between the two entities we, the Massanetta Springs Conference Center and the Massanetta Springs Cottage Owners Association enter into this mutual covenant.

SECTION A
MASSANETTA SPRINGS CONFERENCE CENTER AND ITS COTTAGE COMMUNITY

History

Massanetta Springs was a gift to the Presbyterian Church and has been used since 1922 as a Conference Center with the signature conference being the Annual Bible Conference under the original leadership of Dr. William. H. Hudson, for whom the tabernacle was named. Over the years groups including the Presbyterian Women, Presbyterian Men, a variety of youth conferences and camps and other inspirational programs and training opportunities have brought thousands of people to Massanetta Springs. Many Presbyterians and members of other Christian traditions have experienced life transforming events on the conference grounds and testify to these experiences.

Only land owners can belong to the Association; in the intervening time, Massanetta Springs Conference Center owns all lots until they are purchased by individuals, churches or other entities. With this Covenant Massanetta Springs Conference Center agrees that, as the only member of the Cottage Owners Association, and later as the owner of multiple lots, the Center will abide by the provisions in the Incorporation and By-Laws. As other owners enter the Association Massanetta Springs Conference Center will retain votes in proportion to the land still owned by the Center.

SECTION B
Articles of Agreement

I. Massanetta Springs Conference Center agrees to:

- a. Be guided by the Christian gospel, Reformed tradition, and the principles of the Presbyterian Church (U.S.A.) and welcome all people who respect these principles.
- b. Include the President of the Cottage Owners Association as a voting member of the Board of Trustees of the Massanetta Springs Conference Center.
- c. Develop a strategy for facilities use which is integral to its mission.
- d. Welcome cottage owners to the conference and recreational facilities when their presence does not interfere with a conference program. If there are fees assessed for use of the recreational facilities they shall be negotiated in good faith with the cottage owners.
- e. Recruit, train, assign and encourage cottage community residents to serve as volunteers in the conference center operation as appropriate.

II. The Cottage Owners and the Cottage Owners Association agree to:

- a. Respect the fact that the Cottage Community at Massanetta is a unique, important, and integral part of the Conference Center and as such cooperate in every way possible with the ongoing mission and operation of the Conference Center.
- b. Remain aware that important facilities of the Conference Center are surrounded by the cottage area and respect the needs of conferees and leaders for quiet during meetings, parking space near cottages, recreational walking in the cottage area and other uses of the land that will enhance the conference program.
- c. Welcome board or staff of the Conference Center to all Cottage Owners Board of Directors and membership meetings.
- d. Consider volunteer projects and financial support of the conference center as a part of each person's stewardship.
- e. Work with the conference center leaders, Sunnyside residents and staff, and local churches to provide community programs to deepen the community ties and provide for common learning and fellowship.

III. Values to Which Both Parties Agree and Will Maintain

Massanetta people will maintain a responsibility for ecological protection and a vision of ecological enhancement in any further development of property. We will cherish our grounds, our trees, our birds and wildlife and preserve their beauty for all to enjoy.

SECTION C
Review and Approval

This covenant between the Massanetta Springs Conference Center and the Cottage Owners Association shall govern all relationships between the partners. The covenant shall be reviewed every three years; the review may be initiated by either party. The covenant may be amended with the approval of both covenanting partners.

SECTION D
Enactment

The signatures below certify that this covenant has been approved by a vote of the appropriate governing body of the covenanting partners. A copy of this covenant shall be attached to the deed of sale for each lot.

President of the Massanetta Springs Board of Trustees Date

Executive Director or Massanetta Springs, Inc. Date

President of the Cottage Owners Association Date