



COUNTY OF FRANKLIN
RECORDER OF DEEDS
Linda Miller, Recorder
Courthouse 157 Lincoln Way East
Chambersburg, PA 17201
Phone: (717) 261-3872

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PREMIER PROPERTY

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Invoice Number - 29176 User ID - JRH * Total Pages - 8

* Grantor - GREENS AT GREENCASTLE LIMITED PARTNERSHIP

* Grantee - GREENS AT GREENCASTLE LIMITED PARTNERSHIP

* FEEES

STATE WRIT TAX	\$0.50
COUNTY RECORDING FEE	\$19.00
COUNTY IMPROVEMENT FEE	\$2.00
ROD IMPROVEMENT FEE	\$3.00
TOTAL PAID	\$24.50

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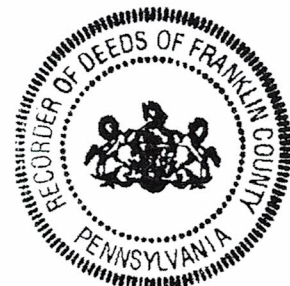
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This page is now part
of this legal document.

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Franklin County, Pennsylvania.

Linda Miller

Linda Miller
Recorder of Deeds



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

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GREENS AT GREENCASTLE
LIMITED PARTNERSHIP**

THIS DECLARATION made on the date hereinafter set forth by Greens at Greencastle Limited Partnership, a Maryland Limited partnership (hereinafter sometimes collectively referred to as "**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate located in Antrim Township, Franklin County, Pennsylvania, a portion of which said property Declarant desires to develop as a residential subdivision to be known as **Greens at Greencastle Phase V**; and

WHEREAS, Declarant wishes to establish Covenants, Conditions and Restrictions for the development of the abovementioned property as hereinafter described; and

WHEREAS, said Covenants, Conditions and Restrictions shall apply to all of the lots (hereinafter referred to as "Lots" or individually as "Lot") indicated and shown on a plat of subdivision entitled "**Final Plat, Section V Lots 500 to 545, Greens at Greencastle**" and recorded in Plat Book 288I, Page 1065 among the Plat Records of Franklin County, Pennsylvania (hereinafter referred to as the "Property").

NOW, THEREFORE, Declarant hereby declares that all of the lots described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are established for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described real property or any part thereof and any future amendment or resubdivision thereof.

1. This land shall be used for residential purposes only, except that gardening and hobby-type home workshop activities shall be permitted. No commercial business of any kind shall be established or carried out upon any of the lots in this tract, nor shall maintenance of professional offices be allowed.
2. All numbered Lots shall be used for single-family residential purposes only. The Developer reserves the right and privilege to further subdivide or re-subdivide any Lots for the purpose of consolidating or enlarging one or more of said Lots or for readjustment of property lines.
3. No building, fence, wall or other structures of any kind (including satellite dish and antennas) shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, material and location of the same, shall have been submitted to and approved in writing as to harmony of external

design and location in relation to surrounding structures and topography by the Architectural Control Committee. Applications for approval of plans, specification, etc. shall be considered upon the basis of conformity with these covenants and approval or disapproval thereof shall be guided by the extent to which the proposed structure, addition, change or alteration will ensure conformity and harmony in exterior design and appearance based upon, among other things, the following factors: nature and durability of material; harmony of external design with existing structure; choice of color, changes in topography, grade elevations and/or proposed structure, addition, change or alteration on the drainage factors of public health and safety, the effect of the use to enjoyment of other neighboring properties, and/or on the outlook or view from adjacent or neighboring properties; and the suitability of the proposed structure, addition, change or alteration, taking into account the general aesthetic values of the surrounding area. The Architectural Control Committee must approve or disapprove such design and location within thirty (30) days after said complete plans and specifications have been submitted to it. If the Architectural Control Committee has not given approval or disapproval for said plans or specification within thirty (30) days after complete submittal, it can be construed that approval has been granted, and construction once commenced shall not take longer than nine (9) months. Any alteration construction or fence begun before or during the submission to the Architectural Control Committee shall be deemed disapproved without further action by the Committee and shall be removed immediately upon demand by the Committee or its authorized representative whether said demand is made before or after the completion of said alteration, construction or fence.

4. The Architectural Control Committee (herein referred to as ("Committee")) shall be comprised of three (3) or more representatives appointed by Admar Custom Homes, Inc., including a representative from the golf course. In the event of death or resignation of any member of the Committee the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The majority of the Committee may designate a representative to act for it. The Architectural Control Committee powers and duties shall be automatically terminated after fifteen (15) years from the date of the Declaration of Covenants, Conditions and Restrictions, unless said fifteen (15) year period is extended by Developer by means of a written document recorded in the Land Records of Franklin County, Pennsylvania. Admar Custom Homes, Inc., has the right to replace any Committee member upon fifteen (15) days notice.
5. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height and normal residential incidental structures (such as, but not limited to storage sheds, pool/bath houses, fences and private garages).

No dwelling shall be permitted on any lot the ground floor area of the main structure of one-story open porches and garages, of which shall be less than 1,800 square feet

for a one-story dwelling. If under 2,200 square feet, the street elevation must be similar to Admar Homes' "Chesapeake, Elevation 'B' which emphasizes length not width. A two-story dwelling, exclusive of one-story open porches and garages, shall contain in the aggregate a minimum of 2,400 square feet for the combined first and second floors. If less than 2,900 square feet, the street elevation must be similar to Admar Homes' "Regent" Elevation 'A' or 'B' or "Carlton" Elevation 'A' or 'C'. A one and a half story dwelling (Cape Cod Style) exclusive of one-story open porches and garages shall contain a minimum of 1,400 square feet per floor.

The above minimum requirement may be adjusted and modified for future phases of the project.

Minimum two car attached garages are required. An additional detached 2 car garage may be allowed based upon lot size and location, in the complete discretion of the Architectural Control Committee.

No dwelling shall be permitted on any lot until the construction plans and specifications and a plan showing the location have been approved by the Architectural Control Committee as provided in section 4 above.

No buildings (except removable storage sheds) shall be erected or located on any lot nearer to the front, side or rear lot lines than the minimum building setback lines as in effect and required by Franklin County, Antrim Township Zoning Ordinance at the time of construction. For the purposes of this covenant, eaves, steps, open porches and garden courts shall not be considered as part of the building. This exception does not apply to section 7.

An encroachment into the aforesaid setback areas of not more than 12 inches shall not constitute a violation of these restrictions; however, such an encroachment may violate the applicable zoning regulations.

Real estate sales, construction offices and signs may be erected, maintained and operated on any part of said land and in any building or structure now or hereafter erected thereon during the original construction and sales period and only as approved by the Architectural Control Committee.

No concrete block or concrete wall is to be visible on the side of the house facing the street, sides, or rear (when adjoining the golf course).

Driveways may either be blacktop, stamped blacktop, concrete or stamped concrete. Any alterations to the original design and/or shape of the driveway layout must be approved by the Architectural Control Committee.

No fence or wall shall exceed 48" in height and shall not interfere with underground or surface drainage, structure, pipes or ditches. This height restriction shall not apply to enclosures of patios, open garden courts or retaining walls required by topography; however, such enclosures, patios and retaining walls shall require the written approval of the Architectural Control Committee as provided in paragraph 3.

The rear yard may be fenced in any visually unobtrusive manner (as determined by the Architectural Control Committee) except where lots back up to the golf course property, in which case no fencing is to be permitted in the rear yards, except for pools or similar hazards. No fences or walls shall be permitted to extend towards the street any closer than 15' back from the front corner of any dwelling. All fences must be approved by the Architectural Control Committee as to location and appearance.

All yards are to be mowed regularly through the summer (if the lot is improved, or unimproved). Fuel oil, gas, propane or similar tanks, with the exception of one standard 20 lbs gas grill tank, must be buried and are not permitted above ground. Motorized trail bikes, three or four wheelers and similar off road use motorcycles, etc., are specifically prohibited. Large satellite dishes are prohibited. Small tool and lawn sheds will be permitted in the rear yards only, if not adjoining the golf course lands.

6. All lots are and shall be conveyed subject to utility easements or utility rights-of-way existing at the time of conveyance; and, further each Lot owner hereby covenants that he will grant such additional easements or rights of way for utilities as may be suitable to serve his Lot or other Lots within the Tract, provided that such easements or rights of way do not unreasonably detract from the economic value of his Lot or surrounding Lots and the improvements thereon. All utilities are to be underground.

In addition to the aforesaid easements, the Declarant, their successors and assigns, reserve, until such time as all roads shall be paved and accepted into the municipal road system, a revertible slope easement, along those portions of the lot bordered by a public street or road, extending back not further than the building setback line. Declarant may grade or slope this area in order to meet the requirements of the Antrim Township Government and other appropriate agencies with respect to slope and grade easements in connection with public roads. No trees, plants, shrubs or improvements other than those installed by the Declarant and other than grading shall be place in the area until such time as the adjoining roads or streets are accepted as public roads. This revertible slope easement shall expire and become null and void and revert back to the individual lot owners at such time as the roads are constructed and accepted as public roads.

7. All swimming pools must be of the below ground type.
8. No discharging of firearms, hunting bows or similar dangerous weapons shall be permitted on any Lot.

9. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, a nuisance to the neighborhood. No structure of a temporary character, trailer, tent, shack or shed is to be erected upon any Lot. No home shall be lived in until completed to the plans submitted to the Architectural Control Committee.
10. No commercial vehicles, such as, but not limited to moving vans, trucks, tractors, wreckers, hearses, compressors, concrete mixers or buses shall be regularly or habitually parked in front of residential property or upon residential property unless it is garaged and not visible from adjacent properties. Vans and pick up trucks are excluded from this restriction. No junked or wrecked autos or other equipment shall be stored upon any Lot at any time. Boats, trailers and recreational vehicles must be garaged except for maintenance periods. All vehicles must display a current license and inspection sticker, parking on development streets is limited to a period of four hours.
11. No chickens, poultry, hogs, horses, cattle or other live stock or farm animals shall be kept, housed or maintained on any Lot. A maximum of two (2) dogs and two (2) cats are permitted providing they are properly housed and restricted to the property, and do not create an annoyance or nuisance.
12. Without specific approval of the Developer, grading of all lots must tie into existing Lots to make a uniform contour.
13. All Lots are sold subject to drainage and utility easements per the overall plan of the development.
14. The details and specifications of the recorded Plat of the GREENS OF GREENCASTLE PHASE V Development shall take precedence over all other documents.
15. Should any construction be found non-conforming, work will be halted until a remedy satisfactory to the Developer or Architectural Control Committee is approved.
16. Recreational and golf easement; Developer reserves unto itself, its guest, invitees, successors and/or assigns, easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the building Lots, which said easements are hereby expressly granted, reserved and established. These easements shall include, but not be limited to, the recovery of golf balls from the rear of Lots, flight of golf balls over and upon said Lots, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all other common and usual activity associated with the game of golf and with all normal and usual activities associated with the operation of a golf course and/or club, either public or private. Any

potential buyers buys a Lot fully aware of the activities of the Golf Course and its hazards including balls hitting persons, the property, and structures.

17. All purchasers of Lots within the property subject to this Declaration expressly acknowledge that the Declarant has precluded any argument that all sections or any portion of any section of the Greens at Greencastle Subdivision are subject to a common scheme of development. Accordingly, it is agreed and understood that Declarant shall have the right, in its sole discretion, to extend the terms and provisions of this Declaration to any/or all future sections of residential lots developed by Declarant within the Greens at Greencastle Subdivision.

Further, it is understood that Declarant shall have the right, in its sole discretion, to impose different covenants, conditions and restrictions than those contained in this Declaration upon any one, or more, or all of the future sections of residential lots developed by Declarant within the Greens at Greencastle Subdivision. The purpose of the provisions of this Paragraph 17 is to afford to the Declarant the widest latitude in the development of the Greens at Greencastle without relying upon any presumption involving a common scheme of development with respect to Greens at Greencastle Subdivision.

18. These covenants, restrictions and provisions shall run with and bind all the lands included in this Phase V of the GREEN OF GREENCASTLE subdivision and shall inure to the benefit of and be enforceable by and binding upon the parties to each transaction involving any portion of the aforesaid subdivision.
19. Subject to the provisions of paragraph 5, these covenants are to run with the Property and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the Lots subject to this Declaration, that have been recorded, agreeing to change said covenants in whole or in part.
20. Enforcement shall be by proceedings at law or in equity and may be against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages for violations thereof.
21. Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

By accepting a deed to a Lot within the Greens at Greencastle Phas V, all Lot Owners, for themselves and their respective personal representatives, heirs, successors and assigns agree as follows:

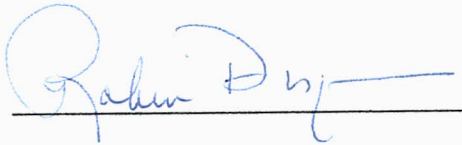
- (a) Any and all of the rights and powers (including discretionary powers and rights) herein reserved by or conferred upon Declarant may be assigned or

transferred by Declarant, its successors and assigns, to any one or more corporations, individuals, or associations, agreeing to accept the same. Any such assignment or transfer shall be evidenced by an appropriate instrument recorded among the Land Records of Franklin County, Pennsylvania, and upon recordation thereof, the Grantee or Grantees of such rights and powers shall thereupon and thereafter have the right to exercise and perform all of the rights and powers reserved by or conferred upon Declarant by this Declaration.

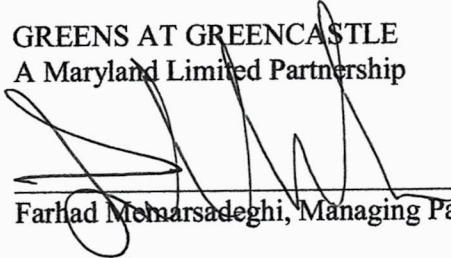
(b) These Covenants are to run with the land as designated on the aforesaid plat, and shall be binding on the owners of all Lots on said plat, their personal representatives, heirs, successors and assigns and all parties claiming by through or under them.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and affixed its Seal this 23 day of December, 2010.

WITNESS:



GREENS AT GREENCASTLE
A Maryland Limited Partnership

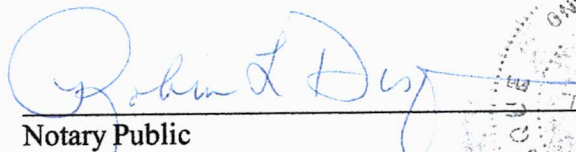


Farhad Memarsadeghi, Managing Partner (SEAL)

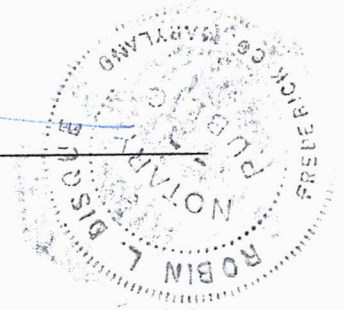
STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I hereby certify that on this 23 day of December, 2010, before me, the subscriber, a Notary Public in and for said State and County aforesaid, personally appeared Farhad Memarsadeghi and made oath in due form of law that he is Managing Partner of Green at Greencastle, a Maryland Limited Partnership, and that he, as such Managing Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Greens at Greencastle.

WITNESS my hand and Notarial Seal.



Notary Public



My Commission Expires: 11-13-2014