

**COVENANTS AND RESTRICTIONS APPEARING IN ALL DEEDS TO PHASE 1, 2
AND 3 LOTS OF THE
GREENS OF GREENCASTLE SUBDIVISION**

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 Seller 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 minor readjustment of property lines.

3. No building, fence, wall, or other structures 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, materials, 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 structure and topography by the Architectural Control Committee. Applications for approval of plans, specifications, 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 insure 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, additional, change,- or alteration on the drainage factors of public health and safety, the effect of the use, 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 specification have been submitted to it. If the Architectural Control Committee has not given approval or disapproval for said plans or specifications 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.

4. The Architectural Control Committee members will be selected by the Board of Directors of the Homeowners Association. 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 representatives 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's powers and duties shall be automatically terminated after fifteen (15) years from the date of this 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. The Board of Directors has the right to replace any committee member upon fifteen (15) days notice.

5. The ground floor area of all single-level, split-level, and split-foyer homes or residences shall contain a minimum area of one thousand five hundred (1,500) square feet, and all homes or residences of two (2) stories, including cape cod styles, shall contain a minimum of one thousand eight hundred (1,800) square feet of living space with a minimum first floor area of one thousand two hundred (1,200) square feet and an attached garage. No concrete block is to be visible on the front of the house facing the street, sides, or rear when adjoining the golf course. All driveways are to be blacktop at least to the front face of the home. The front lawns may have split rail or board ornamental fencing only; the rear yards may be fenced in any visually unobtrusive manner, where lots back up to the golf course property, no fencing is to be permitted in the rear yards, except for pools or similar hazards, and must be approved by the committee as to location and appearance. All yards are to be mowed regularly through the summer (if the lot is improved or unimproved). No fuel oil, gas, propane, or similar tanks are to be installed above ground. Due to noise level of motorized trail bikes, three- of four-wheelers and similar off-road use motorcycles, etc., are specifically prohibited. Large satellite dishes are prohibited unless they are located and or screened so as not to be visually obtrusive. 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 unreasonable detract from the economic worth of his lot and the improvements thereon. All utilities are to be underground.

7. All swimming pools must be of the below ground type.
8. No discharging firearms or hunting bows shall be permitted.
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, shack, or shed is to be erected upon any lot. No home shall be lived in until completed to the plans submitted.

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 pickup 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 livestock or farm animals shall be kept, housed, or maintained on any lot. A maximum of two dogs and two cats are permitted providing they are properly housed and restricted to the property, and do not create any annoyance or nuisance.

12. Without specific approval of the grantor, 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 plan of The Greens at Greencastle 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 grantor or committee is approved.

16. Recreational and golf easement: Seller reserves unto itself, its guests, 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 country club, either public or private.

17. Open space areas, along the Conococheague and Muddy Run Creeks within the subdivision (not lands within the golf course property), walk ways to same, as well as other areas located throughout the overall residential plan of development of The Greens of Greencastle Limited Partnership, as well as storm water retention facilities not maintained by the golf course, are for the common use and benefit of all lot owners and their invitees. The upkeep and maintenance of these areas is to be the responsibility of the grantor for a five (5) year period, then the responsibility is to be accepted by the lot owners, who are to share the expenses, which are not to exceed Fifty Dollars (\$50.00) per lot per year adjusted by the consumer price index. The lot owners shall elect a person or persons to collect said account (based on actual previous years operating experience) and to pay bills, direct maintenance chores, etc.

The above obligation is to be a lien upon each lot, as well as a personal obligation of the owner(s); enforcement shall be by proceedings at law or in equity for collection of same. Any obligation imposed by this paragraph shall be subordinate to the lien of any mortgage, and any such obligation which has been due and payable for more than 24 months shall be presumed to have been paid, unless legal action has been initiated.

18. These covenants, restrictions and provision shall run with and bind all the lands of The Greens of Greencastle Limited Partnership 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. Invalidity of any of these covenants or restrictions by judgment or court order shall in no way affect any other of the covenants or restrictions, which shall remain in full force and effect.

NOTICE OF ORGANIZATIONAL MEETING OF MEMBERS
OF GREENS OF GREENCASTLE (PHASES 1, 2, AND 3)
HOMEOWNERS ASSOCIATION, INC.


TO: All property owners:

You are notified that an organizational meeting of the Members of the above non-profit corporation and association has been scheduled for Tuesday, September 18th, 2007, at 7:30 pm, at the Rescue Hose Fire Hall, 842 S. Washington Street (across from the True Value Hardware Store).

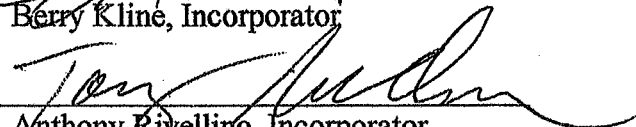
The purpose of the meeting will be to adopt Bylaws, elect Members to the Board of Directors who shall also serve as the Executive Board for a duration to be determined, and to discuss such other organizational matters as properly come before the meeting. An agenda and copies of the proposed Bylaws are enclosed for your review and consideration. Anyone interested in serving on the Board of Directors should contact one of the members of the steering committee listed below no later than September 1, 2007. A slate of candidates will be compiled and mailed prior to the meeting. A proxy will be included for property owners not able to attend the meeting.

GREENS OF GREENCASTLE (PHASES 1, 2, AND
3) HOMEOWNERS ASSOCIATION, INC.

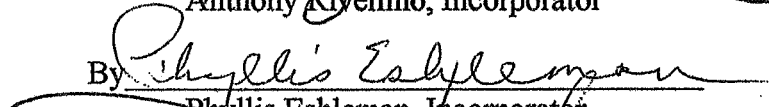
By


Berry Kline, Incorporator


By


Anthony Rivellino, Incorporator

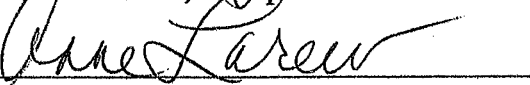
By


Phyllis Eshleman, Incorporator

By


Paul Mathers, Incorporator

By


Anne Larew, Incorporator

AGENDA
GREENS OF GREENCASTLE (PHSES 1,2, AND3)
HOMEOWNERS' ASSOCIATION, INC.

Organizational Meeting of Members

September 18 , 2007

1. Call meeting to order
2. Approve and adopt By-Laws
3. Close nomination for Board of Directors
4. Elect Board of Directors
5. Open Discussion
6. Adjourn meeting

Minutes

Greens of Greencastle (Phases 1,2, and3) Homeowners' Association, Inc.
Organizational Meeting of Members
September 18th, 2007

The meeting was called to order by Tony Rivellino at 7:35 pm. Tony spoke on behalf of the steering committee, introducing its members. He gave a treasury report, saying that \$10,700 in dues had been collected. Only 22 property owners had not yet paid. The committee had \$7800 left in the treasury. The money had been spent on attorney's fees and administrative costs (printing, mailing etc.). The first order of business was consideration of the bylaws as submitted by the steering committee. Mark Whitman moved that they be accepted. The motion was seconded by Paul Mathers. The motion passed by unanimous voice vote. The next order of business was electing a board of directors. The slate of nominees was presented. Tony asked for nominations from the floor. There were none. There was a motion to close nominations, which was unanimously approved. The board of Berry Kline, Tony Rivellino, Jason Jennings, Mike Baer and Jim Hart was unanimously elected by voice vote. The steering committee of Phyllis Eshleman, Paul Mathers, Anne Larew, Berry Kline and Tony Rivellino were thanked for their work. There was a brief discussion of the golf course litigation. The meeting was adjourned at 8pm.

Respectfully submitted,

Anne E. Larew
Steering committee member

Addendum: Forty five (45) proxies were returned in support of forming the Homeowners' Association and the proposed by-laws, representing well over the 20% needed for a quorum.