

ORCHARD ESTATES
BUILDING AND USE RESTRICTIONS AND SERVITUDES
PHASE II & III - SECTION B
LOTS 1 THROUGH 47

KNOW ALL MEN BY THESE PRESENTS, that **JJG ENTERPRISES**, a partnership, having as partners, **JUDITH M. MARTIN, JANET L. MARTIN** and **GLEND A. K. MARTIN**, (hereinafter referred to as "Developer"), has adopted and does hereby adopt the following building and use restrictions applicable and to be applicable only to that portion of the real estate comprised of building lots illustrated as **LOTS 1 THROUGH 11**, on a duly approved plan of lots entitled Section B, "Phase Two, of the Phase Two Final Master Plan situate in Greene Township, Franklin County, Pennsylvania, for JJG Enterprises", prepared by Curfman & Zullinger Surveying, Inc., dated March 19, 2004 and being of record in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Plat Book Volume 288I, Page 968, Part One; and to that portion of the real estate comprised of and building lots illustrated as **LOTS 12 THROUGH 47**, on a duly approved plan of lots entitled Section B, "Phase Three, of the Phase Three Final Master Plan situate in Greene Township, Franklin County, Pennsylvania, for JJG Enterprises", prepared by Curfman & Zullinger Surveying, Inc., dated June 1, 2005 and being of record in the Office of the Recorder of Deeds for Franklin County, Pennsylvania, in Plat Book Volume 288J, Page 198, and not to be applicable to any other real estate whatsoever or wheresoever situate:

1. All building sites on the tract shall be known and described as single-family building sites for residential purposes only. Only a single-family dwelling with no less than 1,500 square feet of living space (i.e., two-stories, cape cods, colonials, etc.) or 1,300 square feet of living space (i.e., ranchers and top two floors of split levels) with a minimum two-car garage will be permitted. Living space does not include garages, basements, decks, porches or patios. All ranchers must be brick or stone on the front, including garage. The top two levels of a split-level do not have to be brick or stone. A small implement shed or a pool house that complements the dwelling and does not exceed 240 square feet will also be permitted to the rear of the dwelling.

2. Exterior construction for the dwelling and attached garage(s) shall be stone, brick, random rock, vinyl siding or a combination thereof. Concrete block foundation walls shall not extend above grade unless covered with brick, vinyl siding, stone or random rock on the front and sides of the house and an approved exterior finish on the rear.

3. Shutters must be placed on any side of the house that fronts a street or road.
4. No trash, junk, garbage or inoperable vehicle(s), licensed or unlicensed, shall be permitted to be collected, maintained or stored on any lot. Any inoperable vehicles must be kept within a garage at all times.
5. No noxious or offensive activities shall be carried out upon any building site; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. Residence within a garage, trailer, outbuilding, basement, tent, shack or any other temporary living structure is prohibited.
7. After excavation and construction has started on a dwelling, all outside grading and exterior construction of the dwelling must be completed within 12 months. During construction the topsoil must be moved so as to contain water runoff.
8. Any vegetable gardens must be maintained to the rear of the dwelling.
9. No display or advertising sign(s), commercial or business, shall be erected or maintained on these lots, except a "For Sale" sign to help sell the real estate.
10. No truck(s) over the capacity of $\frac{3}{4}$ ton shall be parked or stored on these lots at any time.
11. 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 that they are not kept or maintained for any commercial purposes and are housed within the residence.
12. No fences shall be erected or maintained in the rear yard of any such lot(s) of a height greater than four (4) feet, and no fences shall be erected or maintained in the front of any said lots. No fence, wall, hedge or mass planting shall be permitted to extend beyond the minimum building setbacks established herein. No chain link fences shall be permitted.
13. No boat, trailer (either stationary, towable or motorized), mobile home, recreational vehicle, camper, travel trailer or any similar property shall be stored or allowed to remain on any lot for more than a brief, temporary period.
14. All satellite dishes shall be kept to the rear of the dwelling and shall not exceed 40 inches in diameter.
15. Clotheslines shall be permitted to the rear of the property.

16. Each lot owner shall provide receptacles for garbage in a screened area not visible from the street.

17. Within six (6) months of occupancy of the dwelling house constructed on said lot, the driveway(s) must be paved or concreted and the lot landscaped and seeded.

18. In-ground pools shall be landscaped and fences shall be landscaped to soften fenced areas. Above ground pools shall be permitted to the rear of the property with a fenced area.

19. Before any construction begins, the developer, its heirs, executors, successors, and assigns shall have the right to approve any and all builders, reserve the right to approve all house plans, and the placement of the dwelling on the lot. If the developer does not respond after 30 days from the receipt of the plans, they will be considered approved.

20. No fuel storage tanks, except underground or within the building, shall be kept or maintained. Bottled gas tanks must be enclosed with a fence.

21. All roofs shall have a pitch of not less than 4/12, exclusive of porches and decks.

22. No trailers, mobile homes or doublewide trailer units shall be permitted on the lot(s). No home transported to the site on a steel frame with wheels where the same steel frame becomes a necessary and integral part of the home's permanent floor structure shall be permitted.


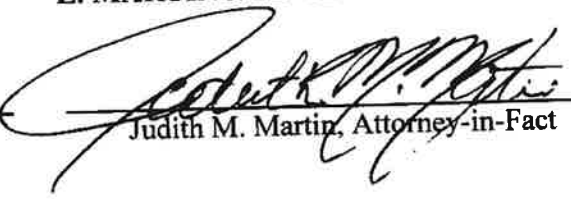
23. These covenants are to run with the land and shall be binding on all parties and persons claiming under them. If the Owner(s) of any parcel of land in 'Orchard Estates', their heirs, executors, successors, and assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in 'Orchard Estates' and which is subject to these, or substantially identical covenants, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants.

These restrictive covenants are dated May 9, 2008.

WITNESS the due execution hereof, the day and year first above written.

WITNESS:

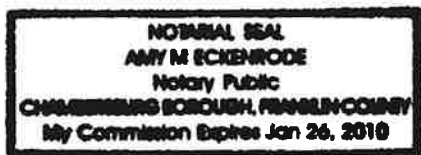
JJG ENTERPRISES, a partnership, having as General partners, JUDITH M. MARTIN, JANET L. MARTIN AND GLENDA K. MARTIN

  (SEAL)
Judith M. Martin, Attorney-in-Fact

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF FRANKLIN :

On this 9th day of May, 2008, before me, a Notary Public, personally appeared Judith M. Martin, known to me (or satisfactorily proven) to be the person whose name is subscribed as attorney-in-fact for JJG Enterprises, a partnership, having as partners, Judith M. Martin, Janet L. Martin and Glenda K. Martin, and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Amy M. Eckenrode
Notary Public



Mail to 1137 Kenndec Dr
Chbg, Pa 17201

WITNESS my hand this _____ day of _____ 2008.

Franklin County Register And Recorder
Linda Miller
Courthouse 157 Lincoln Way East
Chambersburg, PA 17201
Phone: (717) 261-3872

2008-009344

Instrument Number: 2008-009344
Instrument Type: RESTRICTIONS

Record Date: 5/09/2008
Record Time: 10:33:49
Receipt No.: 287572

Receipt Distribution	
Fee/Tax Description	Payment Amount
RESTRICTIONS	13.00
RESTRICTIONS-WRITS	.50
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00
Cash	\$18.50
Total Received.....	\$18.50

Paid By Remarks: ORCHARDS ESTATES\JJG ENTERPRIS
ES SBW REMAX

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



Linda Miller

Linda Miller
Recorder of Deeds

Certification Page
DO NOT DETACH
This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.