

# **Grand Point Crossings** **Deed Restrictions**

## **INTRODUCTION**

The development known as "Grand Point Crossings", the location of which is more fully described herein, is intended to be a peaceful residential neighborhood. It is therefore declared by the current owner and developer, **COLUMBIA BUILDERS, INC.** (hereinafter referred to as "Owner") of Columbia, Maryland, that in the furtherance of these goals, the following covenants are placed on the land.

## **LANDS SUBJECT TO PROTECTIVE COVENANTS**

The real property which is and shall be forever held, conveyed and sold subject to the protective covenants, conditions, restrictions, reservations and easements described herein is located in the Borough of Chambersburg, Franklin County, Pennsylvania, and is identified more fully as follows:

**ALL THAT CERTAIN REAL ESTATE AS MORE FULLY DESCRIBED IN FRANKLIN COUNTY RECORD BOOK VOLUME 3103, PAGE 211.**

## **COVENANTS**

1. **Single Family Homes**: All building sites in the real property shall be single-family residential building sites only. No mobile homes or multi-family apartments may be constructed or used.
2. **Square Footage**: Minimum square footage of each single family home shall be 1,600 sq. ft. No split level or bi-level homes. Homes must be in like style as existing homes in neighborhood
3. Nothing shall be done or kept or suffered to be done or kept thereon or therein which will increase the insurance rates thereon, or on other areas of the general plan of the development, or which will obstruct or interfere with the other residents or uses of Owners or occupants of other areas of the general plan of the development, or annoy or be noxious or offensive to any of them, unreasonable noises, or otherwise, or which will constitute a nuisance or an immoral or illegal act.

4. **Signs:** No permanent signs (other than street number/address signs or HOA signs installed within designated easement areas) shall be erected on building on lot.
5. **Antennae/Satellite Dishes:** No exterior antennae, aerials, or satellite dishes shall be installed or maintained in front or side yards or on the front or side facing roofs, and may only be installed and maintained on the back of the property. No antennae may exceed the roof height of the property. In no instance may a satellite dish larger than three (3) feet in diameter be installed or maintained.
6. **Vehicles:**
  - a. Snowmobiles, trucks, trail bikes, motor bikes, motor cycles, water craft and other similar motor power driven craft shall not be operated on the residential property.
  - b. No vehicle not in operating condition, nor any vehicular parts, tools, or equipment shall be parked or left anywhere except in a closed garage.
  - c. All boats, watercraft, trailers, recreational vehicles, trucks and vehicles other than passenger automobiles and bicycles shall be stored in garage, and not in driveway or road areas.
  - d. No mobile homes shall be maintained at anytime on the property or in the development.
  - e. No boat, motor home, trailer (either stationary, towable or motorized), recreational vehicle, camper, travel trailer, or any similar property shall be stored or allowed to remain on any lot for more than two (2) week periods during any calendar year, with a minimum thirty (30) days absence between the two (2) week periods. Visitors staying at any individual's home with a travel trailer shall be allowed to park it on the driveway (not on the road) for no more than a two (2) week period during any calendar year.
7. **Fencing:**
  - a. No fence shall be erected or maintained in the yard of any said lot of a height greater than six (6) feet, including the fence and post, from the original grade as established by the Developer. Such fence must be placed inside the owner's property line which must be professionally surveyed prior to installation.
  - b. Only maintenance-free vinyl fencing shall be permitted. No wood or chain linked fences permitted
8. **Driveways:**
  - a. All drives and parking areas shall be paved.



- b. No additional streets, roadways or driveways, either public or private, shall be opened through any lots to serve adjoining properties.

9. **Detached Buildings:**

- a. Storage buildings, detached garages, or outbuildings of any type, shall only be permitted if kept within the proper set-back lines and only if the maintenance-free exterior of said building coordinates in exterior design and exterior covering of the single family home.
- b. No metal or steel sheds, buildings or garages are permitted.
- c. A building erected upon any part of the real property must be completely finished not later than twelve (12) months from the date construction work commences. Excavation work shall be considered as part of the construction work.
- d. During the construction period, or at any other time, all machinery and materials shall be kept on the building site.

10. **Pools:**

- a. No above ground pools shall be permitted. Only in-ground pools are permitted.
- b. Construction of any pool must be completely finished not later than six (6) months from the date construction work commences. Excavation work shall be considered as part of the construction work.
- c. All pools must be fenced in accordance with "fencing" restrictions.

11. **Fuel Tanks:** No fuel oil tanks or domestic bottled gas tanks shall be erected, stored or maintained, except underground or within a building or enclosure totally screened from view.

12. **Animals:**

- a. No animals, livestock or poultry of any kind shall be raised, bred or kept on the lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are housed within the residence.
- b. No chicken house, dog kennel, or rabbit hutch or other animal coop shall be constructed, erected, or maintained on any such lot.
- c. No dog runs.

13. **Miscellaneous:**

- a. No clothes line or similar device shall be allowed, unless a temporary fixture that can and shall be removed after each use.

- b. No outdoor fires or incineration shall be started or maintained on any lot.
- c. No trash, garbage, rubbish, refuse or other waste shall be accumulated or stored except in building(s)/garage.
- d. No skateboard ramps shall be erected or maintained on any lot.
- e. All homes shall have a dusk-to-dawn pole light on an electronic eye.
- f. No murals, paintings or the like kind shall be permitted to be painted or placed on the exterior of any home, building, door, driveway, sidewalk, or fence.
- g. All 3<sup>rd</sup> party owned and occupied developed lots must have vegetation growth (i.e. grass) no taller than six inches (6").
- h. No mining, tunneling or well drilling shall be performed on any lot, unless required for geothermal heating and cooling systems.
- i. No wood piles shall be maintained on the property.

**ATTEST/WITNESS:**

**COLUMBIA BUILDERS, INC.**

\_\_\_\_\_ BY: \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
:SS.

**COUNTY OF** \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, a Notary Public, personally appeared \_\_\_\_\_, who has been satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledge himself to be \_\_\_\_\_ of Columbia Builders, Inc., a Maryland corporation, and that he as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public