

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CROSSGATES

THIS DECLARATION (hereinafter "Declaration"), made on the date hereinafter set forth by Murry Development Corporation, hereinafter referred to as "Declarant". (Declarant's address - 1899 Lititz Pike, Lancaster, Pennsylvania).

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Borough of Millersville, Lancaster County, Pennsylvania, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant intends to establish a Residential Cluster Development on the property described in Exhibit "A", to be known as Crossgates.

NOW THEREFORE, Declarant hereby declares (subject to the provisions of this Declaration) that all of the properties described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are 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 properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to Crossgates Homeowner's Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns, to be as constituted and defined in Article III hereof.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain property described in Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association. This Declaration shall affect only those portions of Properties described in Exhibit "A" as are now or hereafter included in a duly recorded, final subdivision/land development plan for Crossgates; and this Declaration shall not affect in any manner whatsoever any Lot or any portion or part of the Properties unless and until such Lot or portion or part has been subdivided into individual Lots, pursuant to a duly recorded, final subdivision/land development plan for Crossgates.

Section 4. "Common Area" shall mean that portion of the Properties including the improvements thereon owned, operated and maintained by the Association for the common use and enjoyment of Owners. The Common Area to be owned by the Association prior to the completion of the development of the Properties is described in Exhibit "B" attached hereto and made a part hereof, and in addition, shall specifically include the certain landscaped cul-de-sac areas and adjacent parking areas in the cul-de-sac

streets shown on the duly recorded, final subdivision/land development plan for Crossgates as approved by the Borough of Millersville, said cul-de-sac streets to include Briargate, Laurelgate, Stonegate, Thorngate and Windgate. The term "Common Area" shall include only that portion of the Properties as are now or hereafter included and designated as "Common Area" on a duly recorded, final subdivision/land development plan for Crossgates; and the term "Common Area" shall not include any portion of the Properties unless and until such portion of the Properties has been included and designated as "Common Area" on a duly recorded, final subdivision/land development plan for Crossgates.

Section 5. "Dwelling Unit" shall mean and refer to one (1) or more living and/or sleeping rooms arranged for the use of one (1) or more individuals living as a single house keeping unit with cooking, living and sanitary facilities.

Section 6. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for Crossgates and any amendment to such plan. "Lot" shall also mean and refer to any Unit in a subsequently created Condominium. The terms "Unit" and "Condominium" shall have the meaning as set forth in the Pennsylvania Uniform Condominium Act.

Section 7. "Declarant" shall mean and refer to Murry Development Corporation, or any successor and/or assign which Murry Development Corporation shall by recorded instrument specifically designate as the Declarant. A purchaser from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

ARTICLE II PROPERTY RIGHTS; RESTRICTIONS

Section 1. Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to all of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to adopt reasonable rules and regulations for the use of the Common Area, including but not limited to, the right to place limitations on the number of guests and, to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights of and right to use of the recreational facilities by an Owner (i) for any period during which any assessment against such Owner's Lot remains unpaid, and (ii) for a period not to exceed (60) days for any infraction of the Association's published rules and regulations;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area or any interest therein to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and this Declaration, such Owner's right of enjoyment of the Common Area to the members of such Owner's family, tenants, or contract purchasers who reside on the Lot.

Section 3. General Restrictions. The following restrictions are hereby placed on all Lots in the Properties.

(a) No exterior antennae or receiving device shall be erected or maintained on any Lot or improvement thereon.

(b) Nothing shall be done or kept on any Lot which will increase the rate of insurance on any Association property without the approval of the Board of Directors of the Association, nor shall anything be done or kept on any Lot which would result in the cancellation of insurance on any Association property or which would be in violation of any law.

(c) Except as shown in the plans for tentative and final approval of Crossgates, no building or structure shall be constructed, erected and maintained, used or altered to be used, upon any part of the Properties for any purpose than that of (i) residential dwellings and private garages, (ii) facilities related to and accessory to residential use of the Properties and (iii) such other uses as are approved by the Borough of Millersville at the request of Declarant. A private garage may be built separately or attached to and made a part of the Dwelling Unit, shall be of the same material (or other material approved by the Declarant) and conform in construction to the dwelling on the Lot upon which the garage is erected, and shall not precede the construction of the Dwelling Unit. The Properties shall be used for residential purposes only, facilities related to and accessory to residential use of the Properties and such other uses as are specifically approved by the Borough of Millersville at the request of Declarant; and (unless permitted pursuant to this Declaration) no store, tavern or other public, commercial, industrial or professional business shall at any time be maintained thereon. The Declarant may maintain a sales office, construction office (at such location and of such type and maintenance and condition, all as reasonably approved by the Millersville Borough Planning Commission) and/or rental office for purposes of constructing, selling or renting Dwelling Units located in Properties. This prohibition shall not preclude, however, the construction by the Association or Declarant, upon the Common Area, of recreational facilities for the use of the members of the Association. Nor shall it preclude, with Association approval, the construction of private in-ground swimming pools and racquet sports facilities upon the Properties. Nor shall it apply to temporary construction facilities used by the Declarant in construction upon the Properties.

(d) Except for the erection of temporary chemical toilets by the Declarant during construction of Dwelling Units, no outside toilet or closet shall be erected on the Properties.

(e) All Lots shall be kept free of unsightly weeds and rubbish at all times. Lawn grass (with the exception of the Common Area where preservation of the natural environment may dictate otherwise) shall not exceed seven inches in height. No animal or poultry of any kind shall be kept on the Properties except those commonly recognized as domestic house pets and with a limitation of the lesser of (i) one (1) animal weighing in excess of forty (40) pounds or (ii) two (2) animals in total (i.e., two (2) dogs, one (1) dog and one (1) cat, etc.) plus the offspring thereof per Dwelling Unit; provided, however, that offspring increasing the number of domestic house pets above the two (2) allowable, shall not be permitted on and shall be removed from the premises within three (3) months of birth. No kennel,

doghouse or other pet shelter shall be permitted on any Lot. Domestic pets shall be confined to the Owner's Lot and shall not be permitted to defecate or run free on the Common Area.

(f) No fences of metal or wire construction, including but not limited to chain link fences, shall be erected on any portion of the Properties, except that the foregoing provision shall not apply to fences approved by the Architectural Committee, as constituted and defined in Article V hereof, and used with respect to racquet or other sports facilities in the Common Area. Property line fences may be erected of hedge and bush or ornamental construction, or of brick, wood or stone provided no such fence exceeds six (6) feet in height, and provided the same be first approved by the Architectural Committee. If a fence is erected adjoining any Common Area, then the Owner on whose Lot said fence is erected shall maintain both sides of said fence in a mowed, clean and neat condition at least three (3) feet into the Common Area. These restrictions do not preclude construction of metal security fences when required by governmental authority; however, plans and specifications shall first be approved by the Architectural Committee. No wood or metal tool, garden, or similar type sheds or structures shall be permitted unless constructed of the same material as the Dwelling Unit, attached to the Dwelling Unit and approved by the Architectural Committee

(g) No advertising signs or billboards except real estate signs offering the Dwelling Unit or Lot for sale, none of which shall exceed four (4) square feet in size, shall be permitted on any Lot. Customary identification signs, however, shall be permitted on a Lot provided the same do not exceed one (1) square foot in size. Developer's entrance signs and project identification signs and builder's job location signs shall be permitted as approved by the Borough Council of the Borough of Millersville. Mailbox design and location shall be approved by the Architectural Committee.

(h) No garbage or trash containers shall be located in the front or side lawn area of any Lot for more than a twenty-four (24) hour period. No wash poles, lines or clothing shall be exposed or hung on the exterior of any Dwelling Unit. In the event that Owners maintain a flower or vegetable garden, they shall keep the same free from unsightly weeds, remove dead crops and control soil erosion. All garbage or trash storage areas shall be screened.

(i) No exterior storage or parking of recreational vehicles, including but not limited to trail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, boats, etc., shall be permitted. No exterior storage or parking of commercial vehicles (except those in the process of making deliveries or providing services) shall be permitted. No use of any motorized vehicle in the Common Area (except for maintenance equipment and conveyances used by Declarant for its sales or rental business) shall be permitted.

(j) Except as is reasonable during initial construction phases, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Lot or Dwelling Unit in the vicinity thereof or to the occupants thereof. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot or Dwelling Unit in the vicinity thereof or to the occupants thereof. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes)

shall be located, used or placed on any Lot without the prior written approval of the Board of Directors of the Association.

(k) No improvements upon any Lot within the Properties shall be permitted to fall into disrepair, and each improvement shall at all times be kept in good condition and repair. All other maintenance, repair and upkeep shall be the responsibility of the Owner of the Lot and Dwelling Unit in need thereof.

(l) All utilities including electric, telephone and television cable lines shall be underground.

(m) Garden plots must be properly screened, shall be located in the rear yard and shall not be within four (4) feet of any property line.

(n) The Architectural Committee shall possess the right to control the ridge line of roofs and color of roofs. This restriction shall not, however, apply to original construction by the Declarant.

(o) The area between the right of way line of the street and edge of the macadam including curbs and sidewalks, shall be maintained by the abutting Lot Owner as approved by the Architectural Committee and the Borough of Millersville.

(p) There shall be no interference with the established drainage pattern over any Lot within the Properties unless adequate provision is made for proper drainage and is approved by the Architectural Committee. For the purposes hereof, "established drainage" is defined as the drainage which exists at the time the overall grading of the Properties is completed, or which is shown on any plans approved by the Architectural Committee. A permanent easement across the Common Area for drainage purposes is hereby granted.

(q) No activities shall be conducted on any Properties and no improvements may be constructed which are or might be unsafe or hazardous to any person or property.

(r) The provisions herein contained shall run with the land, shall enure to the benefit of and be enforceable by the Declarant, any Owner, the Association, or the Borough of Millersville. The violation of any of the provisions is hereby declared to be a nuisance which may be remedied by appropriate legal proceedings. Failure of any party to enforce, or to restrain the breach of any provisions herein, shall be in no way deemed a waiver of the right to do so, or as a waiver of such restriction, condition, covenant or agreement. The Declarant, its legal representatives, successors and assigns, shall not be responsible, either personally or as a fiduciary, for the default of any subsequent purchaser or Owner of any portion of the Properties, nor obliged to enforce compliance with any provisions herein, in the event of default by such purchaser or Owner.

(s) All Owners of each Lot shall be bound by and subject to the By-Laws, rules, regulations and assessments of the Association and all provisions relating to the Common Area as set forth herein, which rules and regulations and provisions will require, inter alia, the payment of an annual fee as assessed for the maintenance and repair of the Common Area and which fee or costs are assessable against the Lots. The Common Area shall be and remain for the sole and exclusive use of the residents of Crossgates; and such Common Area shall not be used or available for use by nonresidents of Crossgates except in accordance with the rules and regulations of the Association. If any Owner, his family, or any licensee, lessee or invitee violates the Association Rules, the Board of Directors of the Association may suspend the right of such person to use the Common Area, under such

conditions as the Board may specify, for a period not to exceed sixty (60) days for each violation. Before invoking any suspension, the Board shall give such person notice and hearing. In the event any Owner of any Lot shall violate any Association rule or regulation which shall result in damage to any part of the Common Area or improvements thereon, the Board of Directors shall have the right after notice and hearing and to the extent allowed by the laws of the Commonwealth of Pennsylvania to assess the cost of repair of such damages against the Dwelling Unit or Lot of the Owner or Owners responsible for such damage. Such assessment shall be added to and become a part of the assessment to which such Dwelling Unit or Lot is subject. Notwithstanding anything to the contrary in this Declaration, the Board shall not have the power to bar any Owner from use of the Common Area necessary to allow the Owner free access to and from his Lot.

(t) Nothing in these restrictions shall limit the right of Declarant to complete excavation, grading and construction of improvements to any Lot or Dwelling Unit within the Properties, or to alter said excavation, grading and construction of improvements, or to construct such additional improvements as Declarant deems advisable in the course of development of the Properties, or to use any structure in the Properties as a construction office or model home or real estate sales or leasing office. Declarant need not seek or obtain Architectural Committee approval of any improvement constructed or placed by Declarant on any Lot or any Properties owned by Declarant. The rights of Declarant hereunder and elsewhere in these restrictions may be assigned by Declarant by recorded instrument which specifically designates a successor Declarant. A purchaser from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

(u) The Common Area and all improvements and facilities and amenities located or constructed thereon, will, as completed, be conveyed to the Association. After conveyance of the Common Area to the Association, the Association shall be obligated to maintain and repair the Common Area and all improvements and facilities located thereon solely for the uses and purposes as specified on the duly recorded final subdivision/land development plan.

(v) In the event the Association shall at any time after conveyance of the Common Area to it fail to maintain the Common Area in reasonable order and condition in accordance with the duly recorded, final subdivision/land development plan, the Borough of Millersville may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition; and said notice shall include a demand that such deficiencies be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, the Borough may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modifications thereof shall not be corrected within thirty (30) days or any extension thereof, the Borough, in order to preserve the taxable values of the Properties within Crossgates and to prevent the Common Area from becoming a public nuisance, shall have the legal right, but not the obligation, to enter upon said Common Area and maintain the

same for a period of one (1) year. Said maintenance by the Borough shall not constitute a taking of said Common Area, nor vest in the public any rights to use the same. Before the expiration of said year, the Borough shall, upon its initiative or upon the request of the Association, call a public hearing upon notice to the Association or to the Owners of Crossgates, to be held by the Borough or its designated agency, at which hearing the Association or the Owners of Crossgates shall show cause why such maintenance by the Borough shall not, at the option of the Borough continue for a succeeding year. If the Borough or its designated agency, shall determine that the Association is ready and able to maintain said Common Area in reasonable condition, the Borough shall cease to maintain said Common Area at the end of said year. If the Borough or its designated agency shall determine that the Association is not ready and able to maintain said Common Area in a reasonable condition, the Borough may, in its discretion, continue to maintain said Common Area during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Borough or its designated agency shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided for zoning appeals. In all matters as set forth herein, the Borough shall have the legal right, but not the obligation, to take such action as is permissible by it.

The cost of such maintenance by the Borough shall be assessed ratably against the Lots in accordance with the method of assessing such cost as provided herein and shall be a lien upon the Lots affected thereby from and after the date of assessment thereof.

(w) Where any multiple family, single family, attached or single family semi-attached residential unit is served by a dual sanitary sewer lateral, the cost of repair and maintenance of such dual sanitary sewer lateral shall be born equally by the Owners of the units served by such dual sanitary sewer lateral.

(x) Except as provided on a duly recorded, final subdivision/land development plan for Crossgates, the Declarant shall have no obligation to develop the Properties and/or Common Area; and nothing (except as provided on a duly recorded, final subdivision/land development plan) contained in this Declaration shall bind or obligate Declarant to develop the Properties and/or Common Area.

Section 4. Easements.

(a) Reciprocal Easements. The Declarant hereby reserves for itself so long as it shall own one (1) or more Dwelling Units or Lots, and for the Association, without limitation, their successors and assigns, a right of way and easement for maintenance and repair of all Common Area improvements, and the installation, inspection and replacement of utility lines, including but not limited to, water lines, sewer lines, gas lines, electric lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Area and that portion of any Lot situate between any Lot improvement and the street adjacent thereto. Declarant or Association may exercise the rights granted by this Article with or without prior notice to the Owners affected thereby. Perpetual reciprocal easements for the aforementioned purposes shall exist both for the benefit and burden of all of the Owners.

(b) Easements for Encroachments. If any portion of a Lot improvement constructed by Declarant encroaches upon the Common Area, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist provided such encroachment does not interfere with the use

or enjoyment of any building or improvement on the Common Area. If any improvement of the Common Area constructed by Declarant encroaches upon a Lot a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or the Lot.

(c) Reservation of Easements. Declarant reserves for itself and for the present and future Owners the use of the easements set forth in this Article which are intended to and shall be for the benefit of all Owners, and no reference thereto need be made in any Deed, instrument of conveyance or any other instrument.

(d) Easements for Utilities. The Declarant hereby grants a right of way and easement for utility purposes including, but not limited to, water lines, sewer lines, gas lines, electric lines, telephone lines, television cable antenna lines and such other utility lines and incidental equipment thereon, over, under and across the Common Area and all other Lots within the Properties. Such utility easements and rights of way shall be binding upon the Declarant, Owners, the Association and their respective successors and assigns.

(e) Easement for Additional Common Area.

(i) Declarant expressly reserves the right to enlarge Crossgates. Such addition(s) to Crossgates shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required.

(ii) Each Owner of a Dwelling Unit or Lot subject to this Declaration shall have a non-exclusive easement in common with all other Owners for the use of the Common Area, subject to the restrictions contained herein and further subject to the By-Laws and rules and regulations established by the Association from time to time.

Section 5. Special Provisions Applicable to Lots adjoining Crossland Pass and Murrycross. Any Lot which adjoins the streets named "Crossland Pass" or "Murrycross" shall be subject to the restriction that the portion of such Lot located within thirty (30) feet of the street right of way line shall be improved only as lawn or permanently landscaped; and no structures or gardens shall be permitted.

ARTICLE III
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; ASSESSMENTS

Section 1. The Association shall have two classes of members. The qualifications and rights of each class shall be as follows:

Class A. Every Owner shall be a member.

Membership shall include an undertaking by an Owner to comply with and be bound by the Articles of Incorporation, the By-Laws and amendments thereto, this Declaration, and the policies, rules, and regulations at any time adopted by the Association in accordance with the By-Laws and this Declaration. Membership shall be accompanied by payment of the first year's dues in advance.

Membership in the Association shall terminate on such member's ceasing to be an Owner of a Lot or Dwelling Unit.

Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided however, that each member shall be an Owner. A member shall have one vote for each Lot or Dwelling Unit owned by such Owner. For example, if an Owner owned an unimproved Lot, that Owner would be entitled to one (1) vote. If that Lot were improved with one (1) Dwelling Unit, the Owner would be entitled to one (1) vote. If the Lot were improved by two (2) or more Dwelling Units, the Owner would be entitled to a number of votes equal to the number of Dwelling units on the Lot. Where two (2) or more Owners own an unimproved building site or Dwelling Unit, only one (1) vote for each unimproved building site or Dwelling Unit owned shall be allowed, and such joint Owners shall designate and register with the secretary of the association the name of that Owner entitled to cast such single vote.

At membership meetings all votes shall be cast in person, or by proxy registered with the secretary.

The Board of Directors is authorized to establish regulations providing for voting by mail.

An Owner who is a member of the Association may assign his membership rights to the tenant residing in or on the Owner's Dwelling Unit. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the Owner.

Class B. The Class B member(s) shall be the Declarant; and the Declarant shall be entitled to four (4) votes for each Lot owned by Declarant. At such time as the Class B membership is converted to Class A membership in the manner described below, the Class A membership shall obtain and shall permanently retain exclusive control over the activities of the Association. The Class B membership shall cease and be converted to Class A membership upon the earlier of the following events:

(a) one hundred twenty (120) days after seventy-five percent (75%) of the Lots in Phase I of Crossgates have been conveyed by Declarant to other persons; or

(b) three (3) years after conveyance by Declarant of the first Lot in Phase I of Crossgates.

Voting. As used in this Article III, the phrase "majority vote of the Owners" shall mean a majority of the votes cast at a meeting of the Owners at which a quorum (as set forth in Section 6 of this Article III) is present in person or in proxy.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1984, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(b) From and after January 1, 1984, the maximum annual assessment per Lot shall not exceed (unless authorized by the majority vote of the Owners) the greater of (i) an amount equal to One Hundred Twenty Dollars (\$120.00) increased ten per cent (10%) per year and compounded monthly from January 1, 1983; or (ii) an amount equal to One Hundred Twenty Dollars (\$120.00) multiplied by a fraction the denominator of which is the index for September, 1982, and the numerator of which is the most recently published index. The term "index" shall mean the

Consumer Price Index for All Urban Consumers, U.S. city average by expenditure category and commodity and service group, Table 1, 1967 = 100, as now published by the U.S. Department of Labor, Bureau of Labor Statistics, or similar successor index. For purposes of reference, the index for September, 1982, was 295.3.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the membership. Annual assessments shall be fixed on a calendar year basis beginning January 1 of each year. Special assessments (whether for capital improvements or other expenses) shall be fixed by the majority vote of the Owners.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting (and any meeting thereafter until a quorum is present in person or in proxy) shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. With the exception of assessments for damage done as provided herein and except as provided herein, both annual and special assessments must be fixed at a uniform rate for all Lots. Assessment on unimproved Lots (i.e. a lot on which no Dwelling Unit has been completed) owned by Declarant and Lots improved with unoccupied Dwelling Units owned by Declarant shall, notwithstanding anything to the contrary in this Declaration, be at a rate equal to twenty-five percent (25%) of the assessment rate applicable to Lots owned by Owners other than Declarant. Declarant shall also, however, underwrite any difference between actual expenses of the Association and assessments levied (subject to annual assessment increases as provided herein until Association control passes to Class A members).

Section 6. Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot within the Properties to an Owner other than Declarant. The first annual assessment shall be in the amount of \$120.00 and shall be assessed and adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association; Subordination to the Lien of First Mortgages.

(a) The annual and special assessments plus (i) interest at the rate of fifteen per cent (15%) per annum or the maximum interest rate permitted by law, whichever is lower, (ii) late payment fees equal to twenty per cent (20%) of the assessment if not paid within thirty (30) days of when due, and (iii) costs and expenses of collection, including reasonable attorneys fees in an amount not less than \$150, shall be (in accordance

with this Article III, Section 7) a continuing lien and charge on the Lot against which each such assessment is made. Each such assessment, plus with interest, late fees and costs for collection (as provided above) shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The Owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association be necessary or advisable for the collection of such delinquent assessments.

(b) Each Lot shall be subject to a lien in favor of the Association for any assessment levied against that Lot. Such lien shall (1) date from the date of the assessment (2) be enforced in like manner as enforcement of a mortgage lien (3) be prior to all other liens and encumbrances on the Lot except (i) liens for real estate taxes and other governmental assessments or charges against the Lot; (ii) liens and encumbrances created prior to the recordation of this Declaration; and (iii) mortgages on the Lot given to secure first mortgage holders whenever recorded, whether such recordation occurs prior to or after the date of the assessment or the due date of any installment thereof.

(c) The Association shall, within ten days after written request from any Lot Owner and for a reasonable charge, furnish each Lot Owner with a certificate setting forth:

(1) the amount of any assessment currently due and owing by said Lot Owner;

(2) the amount of assessments for the current calendar year; and

(3) if then proposed by the Association, the amount of any proposed special assessment and/or the proposed assessment for the next calendar year.

(d) A purchaser of any Lot shall not be liable (and no Lot shall be subject to any lien) for any unpaid assessment greater than the amount set forth in the Association's certificate.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Dwelling Unit or Lot within the Properties, hereby covenants, and each Owner of any Dwelling Unit or Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments for damage done to the Common Area by an Owner, or such Owner's lessees, invitees, licensees, agents and employees, such assessments to be established and collected as provided in Article III of this Declaration.

ARTICLE V
ARCHITECTURAL CONTROL

Except as shown in the plans for tentative and final approval, no house, garage, building or structure of any character or driveway or fence shall be erected, constructed or maintained on said Properties nor shall any addition to, change

or alteration thereof be made nor shall any change in exterior color scheme of any Dwelling Unit be made unless and until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location, front and rear facings, roofing and elevations thereof have been submitted to and approved in writing by an Architectural Committee composed of three (3) or more members appointed annually by the Board of Directors. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval shall be deemed to have been granted. The Committee shall have the right to decline to approve any such plans and specifications submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned for the adjacent or neighboring property, and whether the plans are in keeping and general harmony with the surroundings.

Notwithstanding the foregoing, so long as Declarant owns any Lot, the Architectural Committee shall be appointed solely by the Declarant and the representatives appointed by the Declarant need not be members of this Association.

The restrictions imposed by this article shall not apply to any original construction performed by the Declarant.

ARTICLE VI POWERS AND DUTIES OF THE ASSOCIATION

Section 1. Association Duties. The Association shall have the obligation, subject to and in accordance with this Declaration, to perform each of the following duties for the benefit of the Owners of each Dwelling Unit or Lot within the Properties.

(a) Association Property. To accept and exercise jurisdiction over all property, real and personal, conveyed to the Association by Declarant, including (1) the Common Area, (2) easements for operation and maintenance purposes over any Common Area, and (3) easements for the benefit of Association members within the Common Area.

For purposes of this paragraph, any easement in favor of the general public or portions for ingress to and egress from any construction office, sales office or model home complex of Declarant, shall not constitute a lien or encumbrance, and shall not preclude the acceptance by the Association of such property.

(b) Title to Property Upon Dissolution. To convey, upon dissolution of the Association, the assets of the Association to an appropriate public agency or agencies to be used for purposes similar to those for which the Association was created, or to a non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

(c) Operation of Common Area. To operate and maintain, or provide for the operation and maintenance of all the Common Areas designated by the Declarant on the duly recorded, final subdivision/land development plan or in which it owns easements either for operation and maintenance purposes or for the benefit of Association members; and to keep all improvements of whatever purpose from time to time located thereon in good order and repair.

(d) Payment of Taxes. To pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Association, to the extent not

assessed to the Owners. Such taxes and Assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) Insurance. To obtain and maintain in force at all times the policies of insurance with limits of coverage not less than as follows:

(1) Fire and extended coverage insurance on all improvements owned by the Association, the amount of such insurance to be not less than eighty percent (80%) of the aggregate value exclusive of the cost of excavations, foundations, and footings.

(2) Bodily injury liability insurance, with limits of not less than One Hundred Thousand Dollars (\$100,000) per person and Three Hundred Thousand Dollars (\$300,000) per occurrence, and property damage liability insurance with a deductible of not more than One Thousand Five Hundred Dollars (\$1,500) and a limit of not less than Fifty Thousand Dollars (\$50,000) per occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured.

(3) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(4) Such other insurance, including indemnity and other bonds as the Board shall deem necessary or expedient to carry out the Association functions as set forth in this Declaration and the Articles and By-Laws of the Association. In addition, the Association may obtain and pay for directors and officers errors and omissions insurance which shall name as insureds all officers and directors of the Association.

The liability insurance referred to above shall name as separately protected insureds, the Association, the Board, the Architectural Committee, and their representatives, members and employees, with respect to any liability arising out of the maintenance or use of any Association Properties. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against the Board, the Architectural Committee, and their representatives members and employees.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association Properties, enforcement of the provisions of this Declaration, or in performing any of the other duties or rights of the Association.

(g) Association Property Services. To pay for water, sewer, garbage, electrical, telephone, gas, maintenance, and gardening service, and other necessary utility or other services for the Association Properties.

(h) Recreational Facilities. To maintain and repair, to the extent deemed advisable by the Board, recreational facilities and all improvements relating to such facilities.

(i) Rule Making. To make, establish, promulgate, amend and repeal the Association's rules.

(j) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by the Declaration, as may be reasonably necessary to enforce any of the provisions of the Declaration and the Architectural Committee Rules.

(k) Other. To carry out the duties of the Association set forth in this Declaration, the Articles and the By-Laws of the Association.

Section 2. Rules. The Board may adopt such rules as it deems proper for the use and occupancy of the Association Properties. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner, and may, but need not be, recorded. Upon such mailing, delivery or recordation, said rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In addition, as to any Owner having actual knowledge of any given rules, such rules shall have the same full force and effect and may be enforced against such Owner.

Section 3. Liability of Board Members, Declarant and Employees. Neither any Member of the Board, the Declarant, the Architectural Committee nor any employee of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Association, the Declarant, the Board, or any other representatives or employees of the Association, or the Architectural Committee; and the Association shall indemnify and hold harmless such Board Member or other person from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. Nothing contained herein shall be construed to limit the liability of the Association.

ARTICLE VII GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners of all Lots and thereafter by an instrument signed by not less than ninety percent (90%) of the Owners of all Lots. Any amendment shall not be effective until recorded.

Description of PHASE I of
CROSSGATES
situate in
Millersville Borough
Lancaster County, Pennsylvania

ALL THAT CERTAIN TRACT OF LAND situate on the east side of South Duke Street (L.R. 36008) in Millersville Borough, Lancaster County, Pennsylvania being known as PHASE I as shown on Final Plan of CROSSGATES prepared by J.C. ENGINEERING/SURVEYING, INC., dated April 29, 1980, last revised November 19, 1980, Drawing Number 79193 F.P., recorded in the Office for Recording of Deeds, etc. in and for Lancaster County, Pennsylvania in Subdivision Plan Book J- , Page , and being more fully bounded and described as follows:

BEGINNING at an Iron Pin (Found) on the east right-of-way line of South Duke Street (80' wide), and being the corner of Charles E. Rieker; thence along the same N 75°-20'-40" E a distance of 270.52' to a point, a corner of Remaining Lands of Murry Development Corp.; thence along the same S 24°-45' E a distance of 139.07 to a point on the north right-of-way line of Crossland Pass (60' wide); thence along the same the following three (3) courses and distances; 1.) in a line curving to the right having a radius of 900.00', an arc distance of 977.38', the chord of said arc being S 83°-38'-20" E a distance of 930.06' to a point; 2.) S 52°-31'-40" E a distance of 295.00' to a point; 3.) in a line curving to the left having a radius of 570.00', an arc distance of 562.08', the chord of said arc being S 80°-46'-40" E a distance of 539.58' to a point on the Millersville Borough and Manor Township Boundary Line and Remaining Lands of Grantor herein; thence along the same respectively, S 19°-01'-40" E a distance of 665.59' to a point; thence leaving said Borough/Township boundary line the following four (4) courses and distances; 1.) S 70°-58'-20" W a distance of 310.00' to a point; 2.) S 26°-31'-55" W a distance of 131.11 to a point; 3.) S 70°-58'-20" W a distance of 354.70' to a point; 4.) S 78°-56'-15" W a distance of 54.04' to a point on the east right-of-way line of Murrycross Way (60'); thence along the same the following two (2) courses and distances; 1.) in a line curving to the right having a radius of 1230.00', an arc distance of 9.56', the chord of said arc being S 10°-50'-20" E a distance of 9.56' to a point; 2.) S 10°-37' E a distance of 20.00' to a point; thence crossing said road S 79°-22'-30" W a distance of 60.00'

to a point on the west right-of-way line of Murrycross Way; thence along the land of the Grantor herein the following two (2) courses and distances; 1.) S 10°-37' E a distance of 50.25' to a point; 2.) S 69°-52'-30" W a distance of 453.34' to a point on line of land of F. Stephan Huber; thence along the following two (2) courses and distances; 1.) N 22°-37'-45" W a distance of 124.46' to a concrete monument (F.D.), 2.) S 76°-26'-55" W a distance of 170.90' to a point on the east right-of-way line of South Duke Street; thence along the same the following two (2) courses and distances; 1.) N 10°-16'-35" W a distance of 69.42' to a point; 2.) in a line curving to the left having a radius of 995.37', an arc distance of 276.02', the chord of said arc being N 18°-13'-15" W a distance of 275.13' to a point, a corner of lands of Frank J. Myers; thence along the same the following two (2) courses and distances; 1.) N 69°-18'-45" E a distance of 226.28' to a concrete monument (F.D.); 2.) N 19°-19'-35" W a distance of 184.31' to a concrete monument (F.D.), a corner of land of Earl Witmer; thence along the same the following two (2) courses and distances; 1.) N 34°-26'-25" W a distance of 279.84' to an Iron Pin (F.D.); 2.) S 55°-44'-15" W a distance of 273.57' to a point on the east right-of-way line of South Duke Street; thence along the same in a line curving to the right having a radius of 1870.08', an arc distance of 194.20', the chord of said arc being N 34°-43'-30' W a distance of 194.11' to a point, a corner of lands of Albert Wyble; thence along the same the following three (3) courses and distances; 1.) N 47°-53'-55" E a distance of 342.46' to an Iron Pin (F.D.); 2.) N 20°-44'-55" W a distance of 374.82' to an Iron Pin (F.D.); 3.) S 76°-07'-30" W a distance of 106.89' to an Iron Pin (F.D.), a corner of lands of Samuel L. Herman, Jr.; thence along the same S 65°-15'-30" W a distance of 261.88' to an Iron Pin (F.D.) on the east right-of-way line of South Duke Street; thence along the same N 24°-44'-05" W a distance of 337.34' to the place of BEGINNING.

CONTAINING: 42.972 Acres

BY-LAW OF CROSSGATES HOMEOWNER'S ASSOCIATION, INC.

BYLAW ONE

OFFICES

The principal office of the corporation shall be located at 1899 Lititz Pike, Lancaster, Lancaster County, Pennsylvania.

BYLAW TWO

PURPOSES AND OBJECTS

In amplification of the purposes for which the corporation has been formed as set forth in the Articles of Incorporation, the purposes and objects are as follows:

(a) To develop a community designed for safe, healthful, and harmonious living.

(b) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in Crossgates.

(c) To care for the improvements and maintenance of the gateways, public easements, parkways, grass plots, parking areas, common areas, and any facilities of any kind dedicated to the community use and other open spaces and other ornamental features of the development known as Crossgates, which now exist or which may hereafter be installed or constructed therein.

(d) To cooperate with the owners of all vacant and unimproved lots and plots that exist or that hereafter shall exist in Crossgates in keeping them in good order and condition, in preventing them from becoming nuisances and detriments to the

beauty of Crossgates and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots and plots as may be necessary or desirable to keep them from becoming such nuisances and detriments.

(e) To aid and cooperate with the members of this corporation and all property owners in Crossgates in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter apply, and to counsel with the Borough Council of the Borough of Millersville, Pennsylvania.

(f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portions of Crossgates and their property interests therein.

(g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(h) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.

(i) This corporation shall not engage in political activity or pursue political purposes of any kind or character.

BYLAW THREE

MEMBERS

Membership in the corporation shall be as set forth in the Declaration of Covenants, Conditions and Restrictions For Cross-gates Homeowner's Association, Inc., ("Declaration") a copy of which shall remain on file in the offices of the corporation and a copy of which is recorded in the office of the Lancaster County Recorder of Deeds Office at Lancaster, Pennsylvania, in Deed Book F, Volume 86, Page 136 et seq.

BYLAW FOUR

MEETINGS OF MEMBERS

(a) Annual Meeting. An annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors shall be held in Lancaster County, Pennsylvania in December of each year, beginning with the year 1983. The time and place shall be fixed by the directors.

(b) Special Meetings. A special meeting of the members may be called by the board of directors. A special meeting of the members must be called within sixty (60) days by the president, or the board of directors, if requested by two (2) directors or by members entitled to cast not less than thirty per cent (30%) of all votes.

(c) Notice of Meetings. Written notice stating the place, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting not less than thirty (30) nor more than sixty (60)

days before the date of such meeting. The date of notice if such notice is mailed shall be the date such notice is deposited in the United States mail.

(d) Quorum. The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, the rules for establishment of a quorum at a subsequent meeting shall be as set forth in the Declaration.

(e) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy executed in writing by the member. No proxy shall be valid after twenty-four (24) months from the date of its execution, unless otherwise provided in the proxy.

BYLAW FIVE

BOARD OF DIRECTORS

(a) General Powers. Except as required by the Declaration or by these ByLaws or by law, the business and affairs of the corporation shall be managed by the board of directors.

(b) Number, Tenure and Qualifications. The number of directors shall be five (5). Each director shall hold office until the second annual meetings of the members following his/her original qualification and until his/her successor shall have been elected and qualified. Exceptions to the provision for two year tenure shall be in the case of the first directors taking office following the organizational meeting of the corporation.

Of the first five directors, two shall hold office until the next annual meeting, and three shall hold office until the second annual meeting. The determination of the respective terms shall be by lot. Any increase in the number of directors shall be in units of two and their initial terms shall be one for one year and the other for two years, with the determination to be by lot.

(c) Regular Meetings. The board of directors shall meet regularly, at least quarterly, at a time and place it shall select.

(d) Special Meetings. A special meeting of the board of directors may be called by or at the request of the president or of any two directors.

(e) Notices. Notice of any special meeting of the board of directors shall be given at least ten days prior thereto, by written notice delivered personally or sent by mail to each director. The date of notice if such notice is mailed shall be the date such notice is deposited in the United States mail. Any director may waive notice of any meeting. Any director who attends any meeting (except for the sole purpose of objecting to the lack of notice of said meeting) shall be deemed to have waived notice thereof.

(f) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board, but if less than a majority of the directors are present at said meeting, a majority of the directors

present may adjourn the meeting from time to time, and without further notice.

(g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws or by the Declaration.

(h) Vacancies. Any vacancy occurring in the board of directors, and any directorship to be filled by reason of the increase in the number of directors, shall be filled by election by the board of directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

BYLAW SIX

OFFICERS

(a) Officers. The officers of the corporation shall be a president, a vice president, a secretary, and a treasurer.

(b) Qualifications and Method of Election. The officers shall be elected by the board of directors, and shall serve for a term of one year. The president and vice-president shall be members of the board of directors.

(c) President. The president shall preside at all meetings of the members and of the board of directors at which he is present, shall exercise general supervision of the affairs and activities of the corporation, and shall serve as a member of ex officio of all standing committees.

(d) Vice-president. The vice-president shall assume the duties of the president during his absence.

(e) Secretary. The secretary shall keep the minutes of all of the meetings of the corporation and of the board of directors, which shall be an accurate and official record of all business transacted. The secretary shall be custodian of all corporate records.

(f) Treasurer. The treasurer shall receive all corporate funds, keep them in a bank approved by the board of directors, and pay out funds only on notice signed by him and by one other officer. The treasurer shall be a member ex officio of the finance committee if established by the Board of Directors.

(g) Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the board of directors for the unexpired portion of the term.

BYLAW SEVEN

FEES, DUES, AND ASSESSMENTS

Fees, Dues and Assessments shall be established by the directors or the members as set forth in the Declaration of Covenants, Conditions and Restrictions For Crossgates Homeowner's Association, Inc.

BYLAW EIGHT

MISCELLANEOUS

(a) The fiscal year of the corporation shall be the calendar year.

(b) No compensation shall be paid to officers or directors of the corporation.

BYLAW NINE

AMENDMENTS

Any proposed amendment to these bylaws may be submitted in writing at any meeting of the members of the corporation. Any proposed amendments shall included in the notice of the meeting.

A proposed amendment shall become effective if approved by members entitled to cast not less than a majority of all votes.

MINUTES OF ORGANIZATION MEETING OF
THE INCORPORATOR OF
CROSSGATES HOMEOWNER'S ASSOCIATION, INC.

AND NOW AS OF this 28th day of January, 1983, the incorporator of Crossgates Homeowner's Association, Inc. ("Corporation") a Pennsylvania domestic nonprofit corporation hereby approves the following matters. It is the intent and effect of these minutes to complete the incorporation and organization of the Corporation.

1. The Articles of Incorporation of the Corporation are approved and shall be attached to these minutes.

2. The filing of the Articles of Incorporation shall be duly advertised as required by law and the proofs of publication shall be attached to these minutes.

3. The bylaws for the regulation of the affairs of the Corporation, which precede these minutes, are hereby adopted and approved as the bylaws of the Corporation.


4. The following persons are hereby nominated and elected as directors of the Corporation, for the term set opposite their names and until others are chosen and qualified in their stead.

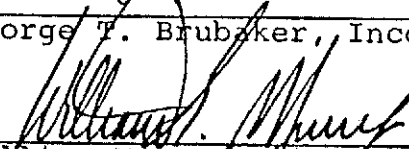
William Murry	- two years
E. E. Murry	- two years
Anthony M. Norris	- two years

Richard A. Jackard - one year

Barbara K. Demchyk - one year


The foregoing matters are hereby approved.

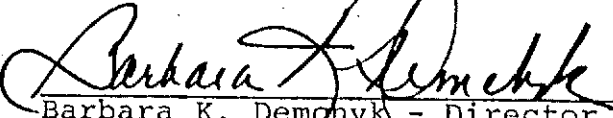

George T. Brubaker, Incorporator


William Murry - Director


E. E. Murry - Director


Anthony M. Norris - Director


Richard A. Jackard - Director


Barbara K. Demchyk - Director

MINUTES OF FIRST MEETING OF
THE BOARD OF DIRECTORS OF
CROSSGATES HOMEOWNER'S ASSOCIATION, INC.

AND NOW AS OF, this 28th day of January, 1983, the Directors of Crossgates Homeowner's Association, Inc., ("Corporation") hereby approve the following matters:

1. The following persons are hereby nominated and elected to the offices set opposite their names, to serve for one year and until their successors are chosen and qualify:

William Murry	- President
E. E. Murry	- Vice President
Anthony M. Norris	- Treasurer
Richard A. Jackard	- Secretary

2. The membership certificates of this Corporation shall be in the form attached to these minutes.

3. The seal, an impression of which is herewith affixed, is adopted as the corporate seal of the Corporation.

4. The Secretary is authorized and directed to procure the proper corporate books.

5. The officers of this Corporation are authorized and directed to open bank account(s) in the name of the Corporation and upon such terms and conditions as the President shall from

time to time decide, in accordance with the form of bank resolution requested or required by any bank.

6. The proper officers of the Corporation are hereby authorized and directed on behalf of the Corporation, and under its corporate seal, to make and file such certificate, report or other instrument as may be required by law to be filed in any state, territory, or dependency of the United States, or in any foreign country, in which said officers shall find it necessary or expedient to file the same to authorize the Corporation to transact business in such state, territory, dependency or foreign country.

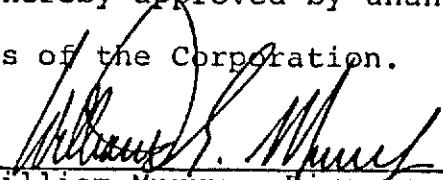
7. The officers are authorized to take any action that might be required in order for the Corporation to comply with the provisions of the Pennsylvania Securities Act.

8. The Treasurer is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the Corporation.


9. The Corporation shall proceed to conduct the business and/or activities for which it was incorporated.

10. The proper officers of the Corporation are hereby authorized and directed to take whatever steps are necessary or appropriate to comply with the requirements of Section 528 of the Internal Revenue Code and the regulations thereunder and to file all necessary documents and forms in connection therewith.

The foregoing matters are hereby approved by unanimous
written consent of all Directors of the Corporation.




William Murry - Director



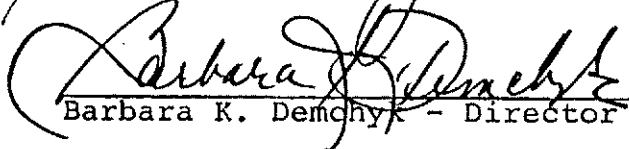
Anthony M. Norris - Director



E. E. Murry - Director



Richard A. Jackard - Director



Barbara K. Demchuk - Director

APPLICANT'S ACCT NO.

DSCB: 15-7316 (Rev. 11-72)

Filing Fee: \$75
AIN-8
Articles of
Incorporation—
Domestic Nonprofit Corporation

(Line for numbering)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this 19th day of January, 1983
Commonwealth of Pennsylvania
Department of State

William L. Davis

Secretary of the Commonwealth

pms

(Box for Certification)

In compliance with the requirements of 15 Pa. S. §7316 (relating to articles of incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies (certify) that:

1. The name of the corporation is:

Crossgates Homeowner's Association, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

1899

(NUMBER)

Lititz Pike

(STREET)

Lancaster

(CITY)

Pennsylvania

17601

(ZIP CODE)

3. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

The purpose for which the Corporation is organized is to promote the general welfare of the residents and owners of any portion of "Crossgates", a residential development located in the Borough of Millersville, Lancaster County, Pennsylvania, and the property interests therein and to maintain and care for the Corporation's property. The Corporation is to have and exercise all rights and powers conferred on nonprofit Corporations under the laws of the Commonwealth of Pennsylvania, or which may hereafter be conferred, including but not limited to the power to acquire, own, lease and/or sell real and/or personal property. In addition, the purposes of this Corporation shall comply with the requirements of Section 528 of the Internal Revenue Code and the regulations thereunder as such regulations may hereafter be amended.

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

4. The term for which the corporation is to exist is: Perpetual

PROPOSED AMENDMENT TO BYLAWS OF
CROSSGATES HOMEOWNER'S ASSOCIATION, INC.

Bylaw 8 is hereby amended by the addition of subsection (c),
which subsection shall read as follows:

(c) The Common Area for Phase I of Crossgates, as such term is defined in the Declaration of Covenants, Conditions and Restrictions For Crossgates ("Declaration") shall not be mortgaged or conveyed without the consent of at least two-thirds of the Lot Owners in Phase I of Crossgates (exclusive of the Declarant). This consent requirement with respect to the Common Area in Phase I of Crossgates shall (i) be in addition to all other requirements regarding the conveyancing of the Common Area which are currently set forth in the Declaration and (ii) shall not be amended, notwithstanding any other contrary provision in the Bylaws, without the approval of at least two-thirds of the Lot Owners of Phase I of Crossgates (exclusive of the Declarant).



CROSSGATES MASTER HOMEOWNERS ASSOCIATION
1899 Lititz Pike
Lancaster PA 17601
(717) 569-0495
E-mail: HOA@murrycos.com

WARNING AND FINE POLICY FOR
THE CROSSGATES MASTER HOMEOWNER'S ASSOCIATION
ADOPTED SEPTEMBER 17, 2008
EFFECTIVE NOVEMBER 1, 2008

A. Original Warning

1. When an Owner violates any portion of the Declaration or any of the Rules and Regulations, the Association will send the Owner a Notice of Violation Letter. The Notice of Violation Letter may be mailed or placed on the Owner's door and shall be deemed delivered two (2) days after the date of mailing or on the date of its placement on the Owner's door. The Notice of Violation Letter shall (a) inform the Owner of the violation(s) of the Declaration and/or any Rule and Regulation, (b) notify the Owner of the fine to be assessed by the Association Board, and (c) notify the Owner that the Owner has the right to request a meeting in writing with the Association Board to challenge the Notice of Violation or the fine to be assessed. The written request for a meeting must be received by the Association Board within ten (10) days of the date that the Notice of Violation Letter is deemed to be delivered to Owner. The meeting shall be set by the Association Board at a date, time and location established by the Association Board.
2. For any ongoing violation (such as failing to maintain the yard, making changes to the structure or grounds without prior Architectural approval, failing to maintain the exterior of a Dwelling, having an unpermitted structure in the yard, keeping more than the permitted number of pets, etc.), the Owner will have ten (10) days to correct the violation. If the Owner corrects the violation within ten (10) days, no fine will be assessed for the violation, provided however the Owner does not commit the same or another ongoing violation within twelve (12) months of the date of Notice of Violation.

3. For any violation that is a single occurrence (such as a parking violation, creating a disturbance with noise, smoke, light or other reason, failing to curb a pet, etc.) the Owner will receive a Notice of Violation Letter that a repeat of the action in the next twelve (12) months will result in a fine if the violation identified in the first of successive violation letters is established. The first violation shall be considered established after the Owner meets with the Association Board and the Association Board finds a violation has occurred or if the Owner fails to request a meeting in accordance with Section A.4. within ten (10) days of the deemed delivery of the Notice of Violation Letter.

4. In the event of either an ongoing or single violation, the Owner shall have the right, within ten (10) days of the delivery of the Notice of Violation Letter, to request a meeting with the Association Board to contest the Notice of Violation Letter. Until such meeting occurs or upon the expiration of ten (10) days (if no meeting is requested), as the case may be, no fine shall be imposed or violation established. A violation shall be deemed to be established if either the Association Board upholds the Notice of Violation Letter at the requested meeting or no meeting is requested within the ten (10) day time line.

B. Notice of Violation Letter and Fine

1. If an Owner fails to correct an ongoing violation, and the violation is established in accordance with Section A.4. above, a fine will be assessed. A fine will also be automatically assessed regardless of whether the then ongoing violation is corrected if the same or another ongoing violation has been established within twelve (12) months of the then current Notice of Violation Letter.

2. If the Owner commits another single occurrence violation of the same type within twelve (12) months after the first violation was established, a fine will be assessed.

C. Fines

1. Fines for the violation of Crossgates Master Homeowner's Association Declaration, Rules or Regulations will begin to accrue after ten (10) days from the delivery of the Notice of Violation Letter (if no meeting is requested), or after the meeting with the Association Board, whichever is later.

2. For any continuing violation not corrected within ten days or for which a fine is automatically imposed, the fines will be as follows:
 - a. After ten (10) days or after the meeting with the Association Board, the fine will be \$50.

 - b. Ten (10) days after the date of the first fine, an additional fine of \$100 will be assessed if the continued violation is not corrected.

 - c. Ten (10) days after the date of the second fine, and every ten (10) days thereafter, an additional fine of \$300 will be assessed if the continued violation is not corrected.

3. For any single occurrence violation, fines will be as follows:
 - a. The first occurrence of the same violation within twelve (12) months of a Notice of Violation Letter which was established will be \$50.

 - b. The second occurrence of the same violation within twelve (12) months of the first occurrence will be \$100.

 - c. The third and any subsequent occurrence of the same violation within twelve (12) months of the second occurrence will result in a fine of \$300.

- d. Until twelve (12) months pass between violations, each new occurrence will result in a fine and the violation shall be considered a subsequent occurrence

which imposes the highest or maximum fine amount which can be imposed based on the previous violation.

4. The Association Board will change the amount of fines from time to time, to give reasonable amounts for the enforcement of the Declaration, Rules and Regulations.
5. The Association Board shall have the right, but not the obligation, to bring a court action at any time to collect any and all amounts owed for violation of this policy, as well as for reasonable attorneys fees for and the cost of the collection.

D. Fines as Liens against Dwelling

1. All fines will be assessed against the Dwelling. They become a lien on a Dwelling, just like assessments and monthly maintenance fees.
2. All fines will accrue interest at the rate of 15% a year, or the maximum allowed by law, if not paid within ten (10) days of the date of the assessment of the fine.
3. The costs of collecting fines, including court costs and attorneys= fees, will be assessed against the Owner in the same manner as assessment and monthly maintenance fees.
4. Payments from the Owner will be applied in the following order, regardless of any dispute or notation or instructions placed on the payment: Interest, late fees, costs of collection including attorneys= fees, and then to the fine.

5. An Owner, if a fine is imposed, will concurrently have his/her voting rights suspended until such time as they are current with the payment of their fines and/or their costs.
6. A fine under this policy may be imposed concurrently with any fine imposed by any other Crossgates Association having such authority.

E. Association Board Discretion

1. The Association Board may decide to waive a fine for a violation for a good cause.
2. Any waiver of a fine in one circumstance does not preclude the Association Board from enforcing a Rule or Regulation or imposing a fine in the future.
3. Because the enforcement of the Rules and Regulations is the responsibility of the Association Board and in the best interests of the Community as a whole, an Association Board member will not have a conflict of interest if he or she may benefit from the decision being made or if the Association Board member discovered the violation; however, an Association Board Member shall, in their sole and absolute discretion, have a right of refusal.



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**CROSSGATES MASTER HOMEOWNER'S ASSOCIATION
GENERAL SIGNAGE RULES
ADOPTED SEPTEMBER 17, 2008
EFFECTIVE NOVEMBER 1, 2008**

At no time shall unauthorized signs, banners or flags, of any type, style or size be displayed on any property in Crossgates. This rule applies to all trade and political signs and prohibits signage other than Real Estate (as detailed below) and/or Builder/Developer (the use of signs by a Builder/Developer shall be in accordance with Section 3(g) of the Declaration of Covenants, Conditions and Restrictions for Crossgates). The use of, or placement of garden type accents, short-term use of balloons, etc. would be acceptable, but could be subject to Board and Architectural Committee approval.

REAL ESTATE SIGNAGE

To facilitate and standardize Real Estate signage for the homeowners in the Crossgates community, the Master Association Board of Directors has adopted the following Real Estate Signage Rules, for these primary reasons:

- A. To enhance the aesthetic environment.
- B. To enhance the economic value of the community.
- C. To minimize adverse effects of signs on nearby property.
- D. To promote the overall general welfare of the community.

SIGN SPECIFICATIONS

Crossgates Homeowner's Master Association Board of Directors has approved a standard Real Estate signage size, style, color, and placement policy to be used in all sales of real estate in the community whether represented by a Broker, Auctioneer, or by private sale.

If a conflict in guidelines and/or requirements occurs, the community will always follow the most restrictive guidelines when it comes to signage.

Sign frame - Black only. Standard frame allowing for two (2) riders of 6"x24".
Main sign 18"x24"
Sign rider (name, open house, sold, pending, etc.) 6"x24"

The maximum allowable signage for real estate signs will be four (4) square feet. Main sign - 18"x24" plus one rider 6"x24".

One rider is allowed by right, except that an extra rider may be used in accordance with the riders for Open House signs as detailed herein.

The sign colors, layout, style, and location of purchase will be available from and determined by the Crossgates Master HOA. (See also attached specifications)

The main sign, other than the Crossgates logo, may only contain the Broker's name, logo and contact number and For Sale, or For Rent.

Sign riders must be of the same color scheme as the main sign. One sign per lot, two if double fronted, maximum of two (2) signs, but only one per frontage. No off-site For Sale signs are allowed.

Signs should be placed on the property with consideration to grounds service personnel and vehicle driver's visibility. Real Estate signs may not be placed on common grounds – they must be on the homeowner's property.

Off-site Open House directional signs may be no larger than 18"x24" and must comply with the color scheme of the Community Real Estate Sale Signs. The on-site Open House sign must be the main For Sale sign with the Open House rider, maximizing the overall size to 6 square feet for the Open House only. Open House signs may be placed three (3) days prior to the open house and removed no later than two (2) hours after the event.

Open House sign locations are limited to one (1) on-site, unless the home is double fronted, and three (3) off-site locations (Open House or Directional Signs) if placement is within the Crossgates community. They must include the words "OPEN" or "OPEN HOUSE," day and time of open house, name of broker firm.

PROCEDURE

Homeowners will notify the Murry Management Company, 1899 Lititz Pike, Lancaster, PA 17601, 717-569-0491 and provide them with the following information in writing:

- A. Homeowner's name, address, and contact number.
- B. Date Listing Agreement or sale begins.
- C. Broker Firm name, address, phone number and fax number.
- D. Listing agent name and contact numbers.

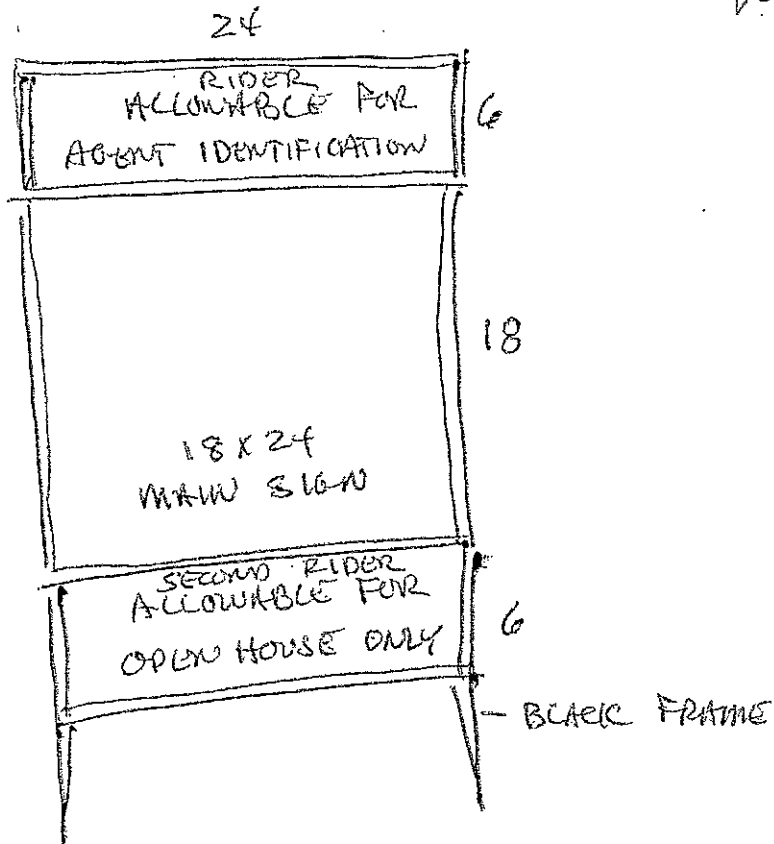
Failure to give written advance notice prior to the display of any signage placement will be considered a violation of these rules. The homeowner or his agent is responsible for compliance with all sign specifications, other rules and all costs associated with the acquisition, placement and removal of any real estate signage. All fines will be assessed against the homeowner.

Sign removal must occur within five (5) days after listing expiration or settlement of listed property. Failure to comply with any of these rules would constitute a violation. If a Notice of Violation Letter is issued, the Master Board or its representative shall have the right to immediately remove the sign, and impose a fine after ten (10) days. The homeowner shall have the right to request a meeting with the Master Board within ten (10) days after the Notice of Violation Letter is delivered to contest the violation. Delivery shall be deemed to have occurred two days after the date of mailing or upon placement on the front door of the property). After ten (10) days or after this meeting, if a violation was found to have occurred, a fine may be imposed as follows:

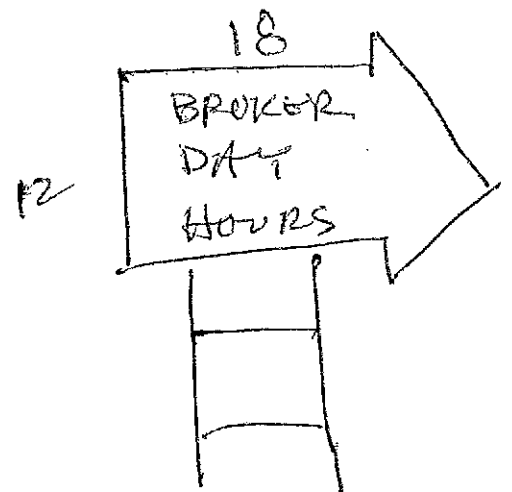
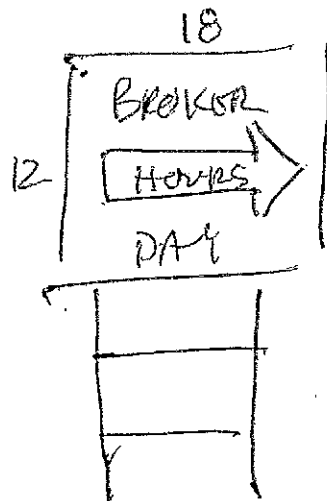
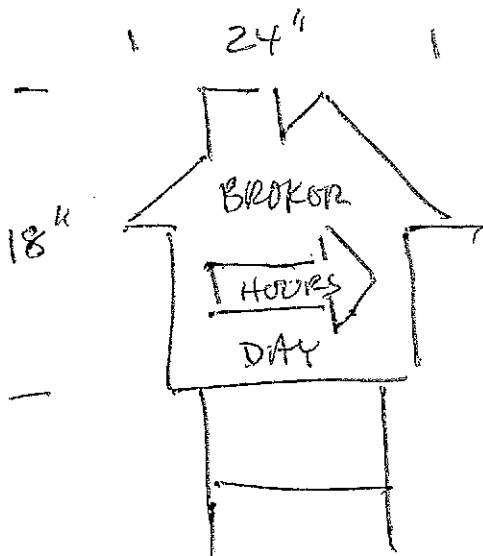
- 1st Offense — \$50
- 2nd Offense—\$100
- 3rd and subsequent offense — \$150

The ability and right of the Master Board to remove any sign immediately shall not be suspended or affected by a request for a meeting with the board. The fine will have the same effect as any other assessment, and constitute a lien against the offending homeowner's property.

XCAT'S SIGNS SPECS



DIRECTION AND/OR OPEN HOUSE SIGN SPECS



MAX SIZE

18 X 24 ANY SHAPE / 2 COLOR SPECIFIED

MUST INCLUDE
BROKER NAME
HOURS
DAY

CROSSGATES

FORREY
Real Estate
717-392-5004

23101-3-18x24-0929.eps

for **CROSSGATES** sale

FORREY
Real Estate
717-392-5004

23101-3-18x24-1016 green.eps

THIS BACKGROUND.
COLOR

FOR ROW
FOR SALE
OR JUST CROSSGATES

CARSON FROST
717-615-4045

6x24
RIDERS

23101-3-6x24-a-0929.eps

BEIGE LETTERING

FOR SALE

6x24

23101-3-6x24-b-0929.eps

SOLD

6x24

23101-3-6x24-c-0929.eps

OPEN SUN.

6x24

23101-3-6x24-d-0929.eps

GREEN BACKGROUND - PMS # 553c
BEIGE LETTERING - PMS # 7534
(UNCOATED)

Matt Patterson

246 Granite Run Dr.
Lancaster, PA 17601
(717) 569-7606
FAX: (717) 569-7876
311@fastsigns.com
www.fastsigns.com/311

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ARCHITECTURAL COMMITTEE
Information
&
Architectural Request for Approval Form

Your forms can be sent to your Murry Management Co. at:
Crossgates Homeowners' Association
Attn: Architectural Committee
1899 Lititz Pike
Lancaster, PA 17601
Tel: (717) 569-0491 ext.173
Fax: (717) 560-6044
E-mail: hoa@murrycos.com

COMPLETION OF FORMS

Submittals that are prepared for consideration by the Architectural Committee need to be complete and accurate. Submittals for design review must include drawings prepared as described below.

SUMMARY OF SUBMITTAL REQUIREMENTS: The Architectural Committee requires brochures of any planned improvements or repairs and a color swatch of any awning materials to be used, including the cost of improvements/repairs and the name, address and telephone number of any contractor being hired to complete the job. Proper submittals include drawings that are neat, accurate, drawn to scale, and with sufficient details to adequately explain the entire design. Insufficient explanation of design, including visible details, is cause for rejection of an application. *It is the Owner's responsibility to check with Manor Township or Millersville Borough to see if a building permit is required for any improvements or changes to the property.*

WHAT IS THE ARCHITECTURAL COMMITTEE?

The Architectural Committee is made up of members appointed by the Declarant. These committee members are responsible for applying the Declaration of Covenants, Conditions and Restrictions for Crossgates.

WHY DO WE HAVE ARCHITECTURAL STANDARDS AND GUIDELINES?

The Crossgates Homeowners' Association Declaration put all additions or alterations of properties in Crossgates under the control of the Architectural Committee. This Committee has the authority to establish criteria for additions or alterations and is responsible for preventing changes to the residences that would be detrimental to the community, while allowing residents creative flexibility in property use. All lot owners in the Crossgates Homeowners' Association must comply with the Declaration of Covenants, Conditions and Restrictions for Crossgates.

HOW DOES THE ARCHITECTURAL REVIEW PROCESS WORK?

The Architectural Committee meets as needed. When applications are received by the Architectural Committee, they are reviewed by the Committee for completeness. The Committee makes an appointment with the property owner to review the application, if needed, to obtain further information. Once the submittal has been reviewed and/or property inspected, the Committee discusses the application and if it conforms to the "Rules and

Regulations” for the individual request, and there are no further questions, the Committee approves the application in writing. However, should there be any modifications to the application, a letter will be sent to request modification to the application and, if the modifications conform, the application is then approved in writing with the revisions. There are no automatic approvals. The entire review process usually takes one to four weeks unless additional information is required to arrive at a decision. Application forms may be obtained from the designated representative of Crossgates HOA, Murry Management Co.

REVIEW BASIS

The Architectural Committee bases its review of each application on its interpretation of the Declaration of Covenants, Conditions and Restrictions for Crossgates, and on the graphic and written information presented. It is incumbent upon the resident to provide sufficient and accurate information to the Committee for proper consideration. The Architectural Committee may schedule a meeting with the owner to review the application with the homeowner, if the committee has questions regarding the application. The resident is also required to check with Manor Township or Millersville Borough, to see if a building permit is required. The Architectural Committee has 30 days to render its decision on all requests received.

APPROVALS

An application is approved when the Architectural Committee or, its designated representative gives notice to the applicant in writing. No verbal approvals are given. The Architectural Committee may issue any of the following decisions.

“Approved”: means approved in writing as submitted.

“Approved with Comments”: Means approved only if stated conditions in the approvals are met.

“Not Approved”: Means not approved by the Architectural Committee, with reasons noted. The Committee may also provide suggestions for revisions but does not provide design solutions. A disapproval action requires a re submittal by the resident for review before any approvals in writing can be given.

Owners are required to notify Murry Management Co., when the repairs/replacement/addition/landscaping has been completed.

APPEALS

APPEALS TO THE ARCHITECTURAL COMMITTEE: Should an application be denied, and the resident feels that the submittal was misinterpreted, or there are extenuating circumstances, which should qualify them for an exception from these requirements, they may contact the Architectural Committee Representative and schedule a meeting to discuss the application. If, after the meeting and discussion, the Architectural Committee decides a second review is in order, the application will be reviewed with both the Committee and the Crossgates Homeowners’ Association Board and another decision will be rendered.

WHAT IF I HAVE A COMPLAINT ABOUT ANOTHER LOT OWNER’S PROPERTY?

Complaints, which will be treated confidentially, should be sent in writing to the designated representative, Murry Management. Complaints will be handled by the Crossgates Homeowners’ Association Board.

WHEN SHOULD YOU CONTACT THE ARCHITECTURAL COMMITTEE

Any changes to the exterior of your home, including, but not limited to, decks, screened porches, planting or removing trees, installing or removing awnings, etc., must be approved by the Architectural Committee prior to taking any action. The Architectural Committee meets as needed. The Committee will make an appointment with the applicant to review any request for alterations to any Crossgates property, if needed.

WHAT IF A RESIDENT DOESN'T WAIT FOR APPROVAL?

Making any changes or additions to the property without obtaining written approval is a violation of the Declaration of Covenants, Conditions and Restrictions for Crossgates. Said premature action will cause the property owner to assume responsibility for all costs associated with bringing the item in question into compliance including, but not limited to, fines, costs, legal fees, and interest.

RESPONSIBILITY FOR OBTAINING APPROVAL FROM THE ARCHITECTURAL COMMITTEE

OWNER IS RESPONSIBLE: Each property owner within the Crossgates Homeowners' Association is responsible for his or her property's compliance with the Declaration of Covenants, Conditions and Restrictions for Crossgates. Any proposed improvements/changes to be made to any property that may affect compliance to the Declaration requires that an Owner obtain approvals from the Association prior to making changes. This is true regardless of whether or not the work is being performed by the Owner or a Contractor.

PROPERTY OWNER TO COMPLY WITH OTHER LAWS: In addition to Architectural Committee approval other approvals or permits may be required by Governmental agencies. It is the responsibility of the Owner to obtain these approvals or permits before requesting Architectural Committee approval. All applications should be in compliance with any applicable law or ordinance.



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Lancaster PA 17601
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CROSSGATES MASTER HOMEOWNER'S ASSOCIATION
VEHICLE RULES
Adopted March 10, 2010
EFFECTIVE JUNE 3, 2010

1. PURPOSE

The Association Board of Directors has adopted the Vehicle Rules set forth below, for these primary reasons:

- A. To enhance the aesthetic environment.
- B. To enhance the economic value of the community.
- C. To limit undesirable use of overflow parking areas.
- D. To promote the overall general welfare of the community.

2. RULES

- A. Overflow and other Common Area Parking - The following vehicles shall not be parked, stored, or allowed to remain parked or stored within any overflow, visitor, common area or other parking:
 - 1. Recreational vehicles, including but not limited to trail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, boats, etc.;
 - 2. Commercial vehicles (except those in the process of making deliveries or providing services);
 - 3. Trailers (except those in the process of making deliveries or providing services);
 - 4. Vehicles that fail to display evidence of a current inspection, registration or other applicable state requirement;
 - 5. Vehicles without any license or registration plates;
 - 6. Vehicles without one or more tires or with one or more flat tires;

7. Vehicles in any state of disassembly;
8. Vehicles that are inoperable;
9. Vehicles with missing or broken windows;
10. Vehicles that cannot be legally operated on the roads of the Commonwealth of Pennsylvania in its then current state.

B. Lot - The following vehicles shall not be parked, stored, or allowed to remain parked or stored upon any Lot, except completely within an enclosed garage:

1. Recreational vehicles, including but not limited to trail motorcycles, mini-bikes, motor cycles, snowmobiles, campers, boats, etc.;
2. Commercial vehicles (except those in the process of making deliveries or providing services);
3. Trailers (except those in the process of making deliveries or providing services);
4. Vehicles without one or more tires or with one or more flat tires;
5. Vehicles in any state of disassembly;
6. Vehicles with missing or broken windows;
7. Vehicles that cannot be legally operated on the roads of the Commonwealth of Pennsylvania in its then current state.

C. Non-Designated Parking Areas – Vehicles parked on Common Area outside of designated parking areas shall be subject to fines and/or immediate removal by the Association.

3. ENFORCEMENT

A. Violation - Failure to comply with any of these rules shall constitute a violation, and be subject to the fines set forth below and the removal of the improperly parked vehicle. Moving the same vehicle to another overflow, visitor or other common

parking area within the Association shall be deemed a continuation of the original violation and no additional notice shall be necessary.

B. Notice. –

1. Violations occurring on overflow, visitor and/or other common parking areas. Prior to imposing any fine and/or removing any vehicle that violates Rule 2.A., the Association or its representative shall post a notice on the vehicle to inform the owner/operator that the vehicle is in violation of Rule 2.A. and must be removed all overflow, visitor and/or other common parking areas within the Association or brought into compliance with Rule 2.A., or that the failure to do so within ten (10) days will result in the imposition of fines and removal of the vehicle. The notice shall also inform the owner/operator of his/her right to request a meeting in writing with the Association Board to challenge the Notice in accordance with Section A.4. of the Warning and Fine Policy or the fine to be assessed. The notice provided in this subparagraph shall be provided in lieu of the notice required by the Warning and Fine Policy.

2. Violations occurring upon a Lot. Prior to imposing any fine and/or removing a vehicle improperly parked upon a Lot, the Association or its representative shall provide the Lot Owner notice in accordance with the Warning and Fine Policy of the Association.

3. Violations for Parking on Common Area outside of Designated Parking Areas. No notice shall be required to fine the owner of a vehicle or remove vehicles parked in violation of Rule 2.C.

C. Fines - The fines set forth in this Subsection shall be in addition to all other remedies provided to the Association under this Rule, including but not limited to removal of the offending vehicle as provided Subsection 3.D.

1. Violations occurring on overflow, visitor and/or other common parking areas.

a. If (1) the improperly parked vehicle is not removed from all overflow, visitor and/or other common parking areas or brought into compliance with Rule 2.A. within ten (10) days of the date of posting the notice upon the vehicle, and (2) the violation is established pursuant Section A.4 of the

Warning and Fine Policy, a fine will be assessed. A fine will also be automatically assessed regardless of whether the violation of Rule 2.A. is corrected within the applicable notice period, if the same vehicle is parked in violation of Rule 2.A. within twelve (12) months of any Notice of Violation Letter or imposition of a fine.

b. Each ten (10) day period beyond the expiration of the notice period or the conclusion of the meeting with the Association Board that the violation continues shall constitute an additional offense and subject to fines, without further notice.

c. Fines shall be imposed upon the following schedule:

(1) The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.A. shall be \$50.

(2) The fine imposed by the Association Board for any violation of Rule 2.A. within 12 months of the imposition of the first fine shall be \$100.

(3) The fine imposed by the Association Board for any violation of Rule 2.A. within 12 months of the imposition of the second or subsequent fines shall be \$150.

2. **Violations occurring upon a Lot.**

a. If (1) an Owner fails to correct a violation of Rule 2.B. within ten (10) days of the date of delivery of the Notice of Violation Letter, and (2) the violation is established in accordance with Section A.4. of the Warning and Fine Policy, a fine will be assessed. A fine will also be automatically assessed regardless of whether the violation of Rule 2.B. is corrected within the applicable notice period, if the Owner violates or permits another violation of Rule 2.B. within twelve (12) months of any Notice of Violation Letter or imposition of a fine.

b. Each ten (10) day period beyond the expiration of the notice period or the conclusion of the meeting with the Association Board, that the violation continues shall constitute an additional offense and subject to fines, without further notice.

- c. Fines shall be imposed upon the following schedule:
 - (1) The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.B. shall be \$50.
 - (2) The fine imposed by the Association Board for any violation of Rule 2.B. within 12 months of the imposition of the first fine shall be \$100.
 - (3) The fine imposed by the Association Board for any violation of Rule 2.B. within 12 months of the imposition of the second or subsequent fines shall be \$150.

3. **Violations occurring upon Common Areas Not Designated for Parking.**

Fines for the violation of Rule 2.C. shall be imposed upon the following schedule:

- a. The first fine imposed or first fine imposed after the expiration of 12 months from the imposition of the last fine by the Association Board for a violation of Rule 2.C. shall be \$100.
- b. The fine imposed by the Association Board for any violation of Rule 2.C. within 12 months of the imposition of the first fine shall be \$200.
- c. The fine imposed by the Association Board for any violation of Rule 2.C. within 12 months of the imposition of the second or subsequent fines shall be \$300.

4. The Association Board may decrease the fines imposed by this Rule, if the person subject to the fines demonstrates to the Association Board good cause for the decrease of the fine (not mere inadvertence or forgetfulness), and the Association Board determines that a decreased fine will provide a reasonable deterrent against subsequent violations by the same person.

5. The Association Board shall have the right, but not the obligation, to bring a court action at any time to collect any and all amounts owed for violation of this policy, as well as for reasonable attorneys fees for and the cost of the collection.

D. Removal –

1. If a violation of Rule 2.A. or 2.B. is not remedied within ten (10) days of the date of the posting of the notice or after conclusion of the meeting with the Association Board, the Association, in addition to its other remedies, may engage the services of a towing company to remove and thereafter store the offending vehicle.

2. The Association may cause the immediate removal of any vehicle in violation of Rule 2.C.

E. Persons Liable. The owner/operator of the vehicle and the owner of the Lot upon which the owner/operator of the vehicle is staying or visiting shall be jointly and severally responsible for (1) any fines imposed by the Association, (2) removal and/or storage costs incurred by the Association or imposed by the towing company, (3) all costs to retrieve the vehicle from the towing company, and (4) all other costs incurred by the Association (including Association legal fees).

F. Fines and Costs as Liens. The fines and costs due from the Lot Owner will have the same effect as any other assessment, and constitute a lien against the responsible Lot Owner's property in the same fashion as set forth in Section D of the Warning and Fine Policy.

G. Role of Master Association. The Crossgates Homeowner's Association, Inc. ("Master Association") is hereby authorized to enforce these Parking Rules on behalf of the Association.



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Lancaster PA 17601
(717) 569-0495
E-mail: HOA@murrycos.com

**CROSSGATES MASTER HOMEOWNER'S ASSOCIATION
COMMERCIAL VEHICLES
ADOPTED MAY 9, 2012
EFFECTIVE DECEMBER 1, 2012**

Definition of a Commercial Vehicle - Clarification

The Declarations prohibit the exterior storage or parking of commercial vehicles (Article II, Section 3, (i)). The Declarations and the Uniformed Planned Communities Act permit the Board of Directors of the HOA to create reasonable rules and regulations that are not in conflict with the Declarations in order to interpret the provisions of the Declarations. The Board recognizes that there is a need to clarify and define what is a “commercial vehicle.”

Therefore, a commercial vehicle is:

1. any oversized truck or van, e.g. stake body flat bed truck, box truck, step van, or buses;
2. any truck of greater than one (1) ton carrying capacity;
3. any type of trailer;
4. any vehicle with any degree or amount of signage (permanent, magnetic, or static decals) advertising or denoting a business or other venture indicating a usage other than as a personal/family vehicle;
5. any vehicle whereon its bed or body is visible any type of equipment or tools, e.g. ladders, scaffolding, wheel barrows, rakes, shovels, or brooms.

A “commercial vehicle” is defined as above even if the vehicle does not have a “commercial” license plate.



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**CROSSGATES MASTER HOMEOWNER'S ASSOCIATION
MOTORCYCLES
ADOPTED MAY 9, 2012
EFFECTIVE DECEMBER 1, 2012**

Definition of Recreational Vehicles, Motorcycles - Clarification

The Declarations prohibit the exterior storage or parking of recreational vehicles (Article II, Section 3, (i)). The Declarations and the Uniformed Planned Communities Act permit the Board of Directors of the HOA to create reasonable rules and regulations that are not in conflict with the Declarations in order to interpret the provisions of the Declarations. The Board recognizes that there is a need to clarify and define “recreational vehicles – motorcycles.”

The Board realizes that there is a difference between a “recreational vehicle” and one that a homeowner uses for regular transportation purposes. Therefore, the Board has determined the following:

“Motorcycles, when properly licensed/inspected and used regularly for on road commuting, are not ‘recreational vehicles.’ These motorcycles may be parked in the community in the same way, and subject to the same rules, as all regular vehicles.”

The Board is requesting that motorcycles be parked in the homeowner’s driveway or garage and not in overflow parking as a courtesy towards your neighbors.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WINDING CREEK AT CROSSGATES

THIS DECLARATION (hereinafter "Declaration") is made by Murry Development Corporation, hereinafter referred to as "Declarant," 1899 Lititz Pike, Lancaster, Pennsylvania.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property situate in Manor Township, Lancaster County, Pennsylvania, which is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the property described in the attached Exhibit "A" is also a portion of the development known as Crossgates; and

WHEREAS, Declarant intends to establish within Crossgates on the property described on the attached Exhibit "A" a special residential development to be known as Winding Creek at Crossgates (Winding Creek at Crossgates is also a portion of the property known and referred to as Crossgates, Phase VI);

NOW THEREFORE, Declarant hereby declares (subject to the provisions of this Declaration) that the property described in the attached Exhibit "A" shall be held, sold, and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds' Office at Lancaster, Pennsylvania in Record Book F, Volume 86, Page 136 et. seq.) to the following easements, restrictions, covenants, and conditions.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the Crossgates Homeowner's Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.



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Crossgates - Phase VI
Winding Creek At Crossgates (Lots 48 - 57)
Page 2

(331.22) feet to a point; [9] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of South forty-six (46) degrees forty-four (44) minutes twelve (12) seconds East, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; [10] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of sixty-eight and ten hundredths (68.10) feet to a point; [11] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of South one (01) degree forty-four (44) minutes twelve (12) seconds East, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; and [12] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of one hundred forty-six and eighty-four hundredths (146.84) feet to the place of BEGINNING.

CONTAINING 3.0522 Acres

I Certify This Document To Be
Recorded in Lancaster Co., Pa.




STEVE McDONALD
Recorder of Deeds

5201682
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Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain property described in Exhibit "A," and such additions thereto as may hereafter be brought within the jurisdiction of the Association, and to be known as Winding Creek at Crossgates. Declarant specifically reserves the right to enlarge Winding Creek at Crossgates. Such additions to Winding Creek at Crossgates shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required. The Property shall, in addition to the provisions of this Declaration, be subject to a "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds' Office at Lancaster, Pennsylvania in Record Book F, Volume 86, Page 136 et. seq. This Declaration shall affect only the property described in the attached Exhibit "A" and not affect any other property of Declarant unless this Declaration is specifically declared by the Declarant to be applicable to such other property.

Section 4. "Dwelling Unit" shall mean and refer to one (1) or more living and/or sleeping rooms arranged for the use of one (1) or more individuals living as a single house keeping unit with cooking, living and sanitary facilities.

Section 5. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for the Property and any amendment to such plan.

Section 6. "Declarant" shall mean and refer to Murry Development Corporation, or any successor and/or assign which Murry Development Corporation shall by recorded instrument specifically designate as the Declarant. A purchaser of a Lot or Lots from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

Section 7. "Golf Course" shall mean and refer to the properties owned by Murry Development Corporation, some of which abut the Property, and are currently utilized as a golf course presently known as "Crossgates Golf Club", and all additions thereto. A portion of the Golf Course is depicted upon the "Final Subdivision Plan for Crossgates -



Phase VI - Winding Creek" prepared by David Miller Associates, Inc. on behalf of Murry Development Corporation and recorded in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania at Plan Book J-216, Page 51, and is identified as "Crossgates Golf Course, Block A, Lot 5, J-180-47".

ARTICLE II ADDITIONAL RESTRICTIONS

In addition to the restrictions, conditions, covenants, reservations, liens and charges imposed upon each Lot under a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds' Office at Lancaster, Pennsylvania in Book F, Volume 86, Page 136 et. seq. ("Original Declaration"), each Lot shall be subject to the restrictions set forth below.

Section 1. Household Pets. Domestic pets which are permitted to be kept not be kept outside overnight and instead shall be kept overnight inside the Dwelling Unit.

Section 2. Lawn Maintenance. Lots shall be kept free of unsightly weeds and rubbish at all times. Lawn grass shall not exceed four inches in height.

Section 3. Blanket Easement - Dedication. The Declarant reserves for itself, and its successors and assigns a blanket easement over, upon, in, under and across all Lots in Winding Creek at Crossgates until such time as Garrity Road and Stillcreek Road are dedicated to Manor Township for the sole and limited purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such improvements, landscaping and/or detention swales and facilities as are required by Manor Township as a condition of dedication of the Garrity Road and Stillcreek Road.

Section 4. Utility Easements. Declarant reserves for itself, the Association and Declarant's successors and assigns (a) a blanket easement upon, across, over and under the Property for the purpose of constructing, reconstructing, enlarging, repairing, inspecting, maintaining, removing and relocating all storm water management facilities, sanitary and storm sewer facilities, water lines, telephone, electrical, cable and other utility lines and related facilities and appurtenances with respect to all of the foregoing and (b) free ingress, egress and regress on, over, across and under the Property, at all times and seasons forever, in order to construct, reconstruct, enlarge, repair, inspect, maintain, remove and relocate any of the foregoing improvements.

Section 5. Temporary Construction/Grading Easement. Declarant reserves for itself and its successors and assigns a temporary easement over every lot conveyed by Declarant to facilitate the construction of dwelling on other Lots within the Property. The

rights granted under this temporary easement shall include, but are not limited to, the right of free ingress, egress and regress on, over, across and under the conveyed lot to facilitate the construction and grading upon the other lots, the right to regrade the conveyed lot and such other rights as Declarant's deems necessary to complete the construction of dwelling units. Further, during the term of this easement, the owner of the conveyed lot shall be prohibited from planting any trees, bushes, shrubs or other landscaping upon the conveyed lot without the prior written permission of the Declarant. This temporary easement shall burden each conveyed lot for a period of six (6) months following the conveyance of the Lot to a non-Declarant or six months following the dedication of Garrity Road and Stillcreek Road to Manor Township which ever is later.

Section 6. Grading Easement. The Declarant reserves for itself, and its successors and assigns (a) an easement over, upon, in, under and across the Property for the sole and limited purpose of performing such actions as are consistent with the approved Grading Plan for the Property, including but not limited to the correction, regrading, alteration, replacement, addition, construction and/or removal of earth, improvements, landscaping, facilities and/or any other item, and (b) free ingress, egress and regress on, over, across and under the Property, at all times and seasons forever, in order to carry out the foregoing actions.

Section 7. Fences and Landscaping. In addition to the fence restrictions set forth in the Original Declaration, no Lot Owner, whose Lot abuts the Golf Course, i.e., Lots 1 through 26, (other than Declarant), shall install any fence, wall, structure or landscaping without prior written permission from the Declarant. Notwithstanding the foregoing, no fence, wall, landscaping or other structure shall be approved or permitted to be constructed within, over, or through storm water easements/facilities, utility easements or clear sight triangles. Further, no fence or wall shall be located within two (2) feet of the property line abutting the Golf Course. If approved, walls shall be constructed of durable masonry materials and shall not exceed thirty (30) inches in height measured from the lowest side, unless a different construction is specifically approved by the Declarant and Architectural Committee. If approved, fences shall be constructed of bronze colored aluminum one half (½) inch square pickets spaced four (4) inches on center with a maximum height of six (6) feet, unless the Declarant and Architectural Committee specifically approve a fence of a different construction or color. Provided that in no event shall solid board fences be allowed within twenty five (25) feet of any property line abutting the Golf Course and in no case shall any solid board fence exceed five feet in height. If approved, trees and shrubs planted adjacent to the Golf Course shall be planted in such a way as not to impede wind or sunlight from the areas of the Golf Course, and further such landscaping shall be setback from all property lines shared with the Golf Course so that the drip line, at maturity, shall not encroach upon the Golf Course.



Hedgerows shall not be placed closer than five (5) feet to any property line shared with the Golf Course and shall be maintained at a height not to exceed four (4) feet.

To the extent fencing, walls or landscaping are permitted by the Declarant under this subsection, it is expressly understood that the Lot Owner shall be responsible for the maintenance of the entire fence/wall and the landscaping between the fence/wall and the property line. Declarant shall have the right, at the expense of the Lot Owner, to remove any fence, wall or landscaping installed or maintained in violation of this Section, including but not limited to the right to trim, cut back and/or remove any plant materials encroaching upon the Golf Course. If Declarant initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this Section.

Section 8. Changes to Grading of Lot. No Lot Owner (other than Declarant) shall change the grade of his/her Lot without prior written permission from the Declarant, the Board of Directors of the Association and Manor Township (if necessary), provided that the change or alteration is consistent with the approved Grading Plan for the Property. If a Lot Owner (other than Declarant) changes or alters the grade of his/her Lot without the written permission of the Declarant and/or the Board of Directors or in contravention of the Grading Plan, and Declarant exercises its rights under Section 6 above, Declarant shall not be liable for any damages to such Lot, the landscaping on the Lot or any other claim arising out of Declarant's actions to regrade the non-compliant Lot. Such Owner shall be solely responsible for the re-installation of grass and landscaping upon such regraded Lot, and such Owner shall reimburse Declarant all costs associated with the regrading of the Lot, including attorneys fees and other professional fees. If Declarant initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this Section.

Section 9. Pedestrian Easements.

a. Declarant reserves for itself, the Association and Owners of all Lots within Crossgates a 10-foot wide pedestrian easement, centered on the walkway as and when constructed by Declarant, for purposes of ingress, egress and regress on and over certain lots of the Property (Lots 29, 30, 31, and 47) upon which the Declarant constructs the walkways. Further, Declarant reserves for itself, the Association and Owners of all Lots within Crossgates a 10-foot wide pedestrian easement, centered on the walkway as and when constructed by Declarant, for purposes of ingress, egress and regress on and over the right-of-way to be known as Stillcreek Drive upon which the Declarant constructs the walkways and fronting on certain lots of the Property (Lots 48-57).



b. The walkways referenced in Section 9.a. above shall be deemed to be Common Area and maintained by the Association as Common Area under the Declaration of Covenants, Conditions and Restrictions for Crossgates as more fully appears of record in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania at Record Book F, Volume 86, Page 136 et. seq..

c. Declarant hereby grants and conveys unto the Association a non-exclusive easement to maintain, repair and replace, as and when necessary, two identification signs on Lot 5A, as identified on the subdivision plan recorded at J-180, Page 47 et seq. in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania. The location and content of the identification signs shall be subject to the agreement of Declarant and the Association and, if necessary subject to the approval of Manor Township, but in no case shall the signs be located within the clear sight triangles located at the intersection of Garrity Road and Murry Cross Way and shown on the final subdivision/land development plan for the Property.

ARTICLE III GENERAL PROVISIONS - GOLF COURSE

Section 1. Easement for Access and Golf Balls. Several Lots within the Property lie adjacent to a Golf Course owned by Declarant. All Lots within the Property are, and shall be, burdened with or irrevocable easement permitting golf balls to come upon and across all Lots and for golfers to come upon and across the Lots to retrieve errant golf balls. Under no circumstances shall the Association, the Declarant or the owner of the Golf Course be held liable for any damage or injury then resulting from errant golf balls or the exercise of this easement.

Section 2. No Rights to Golf Course. Several Lots within the Property lie adjacent to the Golf Course. Neither membership in the Association nor ownership or occupancy of any lot or dwelling unit within the property subject to this Declaration shall confer any ownership interest, express or implied, in or right to use any portion of the adjacent Golf Course, including but not limited to the right of passage across said adjacent property or any express or implied easement of light, view and/or air.

ARTICLE IV GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this

Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Rights in favor of Golf Course. The covenants, easements and restrictions benefitting the Declarant and/or the Golf Course set forth herein shall be deemed to benefit the Golf Course and the Declarant as the owner of the Golf Course, in addition to the Declarant as the owner and developer of Lots within the Property. Notwithstanding any other provision of this Declaration or applicable law, Declarant, as the owner of the Golf Course or the then current owner of the Golf Course, shall have the right to enforce the provisions of this Declaration after the sale of the last Lot within the Property by Declarant. Nothing herein shall be construed as requiring the Golf Course or its owner to comply with the terms of this Declaration.

Section 3. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions set forth in this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Except for the provisions of Article II, III and IV of this Declaration, which provisions shall not be subject to amendment (except with the consent of the Declarant), this Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Owners of all Lots and thereafter by an instrument signed by not less than ninety percent (90%) of the Owners of all Lots.

Any amendment shall not be effective until recorded.

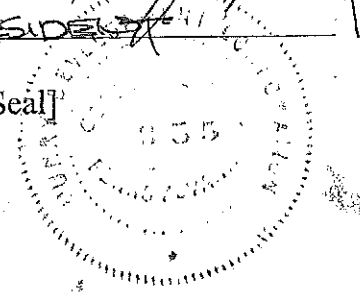
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of June, 2003.

MURRY DEVELOPMENT CORPORATION

Attest: [Signature] SECRETARY
Name: J. B. FARO
Title: SECRETARY/TREASURER

By: [Signature] pres. 6/17/03
Name: WILLIAM E. MURRY
Title: PRESIDENT

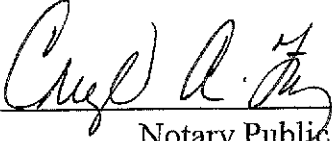
[Corporate Seal]



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LANCASTER :

On this 17th day of JUNE, 2003, before me, a notary public, the undersigned Officer, personally appeared WILLIAM E. MURRY of the State of Pennsylvania, County of Lancaster, known to me to be the person whose name is subscribed as President of Murry Development Corporation and acknowledged that he executed the same as the act of the corporation for the purpose therein contained.

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



Notary Public

My Commission Expires:

Notarial Seal
Cheryl A. Fry, Notary Public
Manheim Twp., Lancaster County
My Commission Expires July 16, 2006
Member, Pennsylvania Association of Notaries

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WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 1 - 31)
Manor Township

May 22, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the East and West sides of Garrity Road, and the North, East, South and West sides of Stillcreek Road, located in Manor Township, Lancaster County, Pennsylvania, being known as Winding Creek At Crossgates (Lots 1 - 31), as shown on a Final Plan of Crossgates - Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the East right-of-way line of Garrity Road, said point being the Northwest corner of Lot 1; thence extending along Garrity Road, and along Lot 5A, respectively, South seventy-eight (78) degrees eleven (11) minutes nineteen (19) seconds East, a distance of ninety-seven and ninety-two hundredths (97.92) feet to a point, a corner of Lot 59; thence extending along the same, the eight (08) following courses and distances: [1] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of five hundred eighty-three and two hundredths (583.02) feet to a point; [2] South fifty-two (52) degrees seven (07) minutes forty-one (41) seconds East, a distance of two hundred ten and zero hundredths (210.00) feet to a point; [3] South thirty-four (34) degrees eighteen (18) minutes twenty-two (22) seconds East, a distance of ninety-seven and twenty-nine hundredths (97.29) feet to a point; [4] South zero (0) degrees four (04) minutes sixteen (16) seconds West, a distance of one hundred fourteen and fifty-seven hundredths (114.57) feet to a point; [5] South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of fifty and sixty-two hundredths (50.62) feet to a point; [6] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of ninety-seven and seventy-nine hundredths (97.79) feet to a point; [7] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of four hundred fifty-three and ninety-nine hundredths (453.99) feet to a point; and [8] South sixty-five (65) degrees fifty-one (51) minutes thirty-four (34) seconds West, a distance of one hundred sixty-nine and ten hundredths (169.10) feet to a point in line of Lot 5A; thence extending along the same, North thirty-five (35) degrees sixteen (16) minutes fifteen (15) seconds West, a distance of one hundred ninety-four and four hundredths (194.04) feet to a point, a corner of Lot 58; thence extending along the same, the seven (07) following courses and distances: [1] North seven (07) degrees eighteen (18) minutes three (03) seconds West, a distance of

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IT "A"

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sixty-two and twenty-eight hundredths (62.28) feet to a point; [2] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred and zero hundredths (100.00) feet to a point; [3] North seventy-eight (78) degrees fifty-one (51) minutes twenty (20) seconds West, a distance of one hundred one and forty-three hundredths (101.43) feet to a point; [4] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred twenty-four and seventy-seven hundredths (124.77) feet to a point; [5] North thirty-seven (37) degrees ten (10) minutes zero (0) seconds West, a distance of two hundred fifty-eight and fifty-four hundredths (258.54) feet to a point; [6] North five (05) degrees thirty-four (34) minutes six (06) seconds West, a distance of one hundred sixty-two and ninety-nine hundredths (162.99) feet to a point; and [7] North thirty-two (32) degrees fifty-six (56) minutes twenty-eight (28) seconds East, a distance of two hundred eight and seventy-one hundredths (208.71) feet to a point; thence continuing along Lot 58, and extending along Lots 37 - 32, respectively, North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of three hundred eighty-two and eighty hundredths (382.80) feet to a point; thence continuing along Lot 32, North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one hundred fifty and zero hundredths (150.00) feet to a point in line of Lot 46; thence extending along the same, the two (02) following courses and distances: [1] North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of five and zero hundredths (5.00) feet to a point; and [2] on a line curving to the right, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South sixty-four (64) degrees three (03) minutes five (05) seconds East, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point on the West right-of-way line of Garrity Road; thence extending along the same, the four (04) following courses and distances: [1] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred seventy-seven and twenty-four hundredths (177.24) feet to a point; [2] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of ninety and thirty-four hundredths (90.34) feet, a chord bearing of South zero (0) degrees fifty-one (51) minutes twenty-two (22) seconds West, and a chord distance of eighty-eight and fifty-three hundredths (88.53) feet to a point; [3] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of one hundred twenty-eight and one hundredth (128.01) feet to a point; and [4] on a line curving to the right, having a radius of fourteen and zero hundredths (14.00) feet, an arc length of twenty-one and ninety-nine hundredths (21.99) feet, a chord bearing of South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of nineteen and eighty hundredths (19.80) feet to a point on the North right-of-way line of Stillcreek Road; thence extending along the same, the thirteen (13) following courses and distances: [1] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of eighty-one



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and eighty-seven hundredths (81.87) feet to a point; [2] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of one hundred thirty-three and fifty-two hundredths (133.52) feet, a chord bearing of South eighty-eight (88) degrees fifteen (15) minutes forty-eight (48) seconds West, and a chord distance of one hundred thirty and eleven hundredths (130.11) feet to a point; [3] South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of forty-two and eighty-seven hundredths (42.87) feet to a point; [4] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of one hundred forty-nine and twenty-three hundredths (149.23) feet, a chord bearing of South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of one hundred thirty-four and thirty-five hundredths (134.35) feet to a point; [5] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of one hundred thirty-eight and twenty hundredths (138.20) feet to a point; [6] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of South forty-six (46) degrees forty-four (44) minutes twelve (12) seconds East, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; [7] South sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds East, a distance of four hundred sixty and zero hundredths (460.00) feet to a point; [8] North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of one hundred ninety-six and eighty-four hundredths (196.84) feet to a point; [9] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of North one (01) degree forty-four (44) minutes twelve (12) seconds West, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; [10] North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, a distance of sixty-eight and ten hundredths (68.10) feet to a point; [11] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of North forty-six (46) degrees forty-four (44) minutes twelve (12) seconds West, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; and [12] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred eighty-one and thirty-five hundredths (181.35) feet to a point on the East right-of-way line of Garrity Road; thence extending along the same, the six (06) following courses and distances: [1] on a line curving to the right, having a radius of fourteen and zero hundredths (14.00) feet, an arc length of twenty-one and ninety-nine hundredths (21.99) feet, a chord bearing of North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, and a chord distance of nineteen and eighty hundredths (19.80) feet to a point; [2] North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of one hundred twenty-eight and one hundredth (128.01)

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feet to a point; [3] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of one hundred eighteen and thirteen hundredths (118.13) feet, a chord bearing of North zero (0) degrees fifty-one (51) minutes twenty-two (22) seconds East, and a chord distance of one hundred fifteen and seventy-seven hundredths (115.77) feet to a point; [4] North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of four hundred thirty-six and fifty-one hundredths (436.51) feet to a point; [5] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of seventy and three hundredths (70.03) feet, a chord bearing of North three (03) degrees thirty-seven (37) minutes twelve (12) seconds West, and a chord distance of sixty-nine and eighteen hundredths (69.18) feet to a point; and [6] North eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds East, a distance of fifty-three and sixty-eight hundredths (53.68) feet to the place of BEGINNING.

CONTAINING 10.7375 Acres



WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Crossgates - Phase VI
Lot 47
Manor Township

March 27, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the West side of Garrity Road, and the North side of Linger Street (Private), located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 47, as shown on a Final Plan of Crossgates - Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the West right-of-way line of Garrity Road, said point being a corner of Lot 5A; thence extending along Garrity Road, the four (04) following courses and distances: [1] South seventy-eight (78) degrees eleven (11) minutes nineteen (19) seconds East, a distance of five and zero hundredths (5.00) feet to a point; [2] South eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds West, a distance of fifty-three and sixty-eight hundredths (53.68) feet to a point; [3] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of ninety-one and fifty-seven hundredths (91.57) feet, a chord bearing of South three (03) degrees thirty-seven (37) minutes twelve (12) seconds East, and a chord distance of ninety and forty-seven hundredths (90.47) feet to a point; and [4] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred thirty-nine and twenty-seven hundredths (139.27) feet to a point on the North right-of-way line of Linger Street (Private); thence extending along the same, the two (02) following courses and distances: [1] on a line curving to the right, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South twenty-five (25) degrees fifty-six (56) minutes fifty-five (55) seconds West, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point; and [2] South seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds West, a distance of five and zero hundredths (5.00) feet to a point, a corner of Lot 45; thence extending along the same, and along Lot 58, respectively, North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one hundred fifty-nine and twenty-seven hundredths (159.27) feet to a point; thence continuing along Lot 58, the two (02) following courses and distances: [1] on a line curving to the right, having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of one hundred five and four hundredths (105.04) feet, a chord bearing of North three (03) degrees thirty-seven (37) minutes twelve (12) seconds West, and a chord distance of one hundred three and seventy-seven hundredths (103.77)

Legal Description
Crossgates - Phase VI
Lot 47
Page 2

feet to a point; and [2] North eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds East, a distance of twenty-eight and eighty-two hundredths (28.82) feet to a point in line of Lot 5A; thence extending along the same, North fifty (50) degrees thirty-seven (37) minutes seven (07) seconds East, a distance of thirty-one and ninety-one hundredths (31.91) feet to the place of BEGINNING.

CONTAINING 7,447 Square Feet

SUBJECT to a utility easement, as shown on the above-referenced Plan.

 5201681
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WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 48 – 57)
Manor Township

May 22, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the North, East, South and West sides of Stillcreek Road, located in Manor Township, Lancaster County, Pennsylvania, being known as Winding Creek At Crossgates (Lots 48 – 57), as shown on a Final Plan of Crossgates – Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Southeast right-of-way line of Stillcreek Road, said point being the Southeast corner of Lot 53; thence extending along Stillcreek Road, the twelve (12) following courses and distances: [1] on a line curving to the right, having a radius of ten and zero hundredths (10.00) feet, an arc length of fifteen and seventy-one hundredths (15.71) feet, a chord bearing of South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of fourteen and fourteen hundredths (14.14) feet to a point; [2] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of four hundred ten and zero hundredths (410.00) feet to a point; [3] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of North forty-six (46) degrees forty-four (44) minutes twelve (12) seconds West, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; [4] North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred thirty-eight and twenty hundredths (138.20) feet to a point; [5] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of eighty-six and thirty-nine hundredths (86.39) feet, a chord bearing of North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, and a chord distance of seventy-seven and seventy-eight hundredths (77.78) feet to a point; [6] North sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of forty-two and eighty-seven hundredths (42.87) feet to a point; [7] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of one hundred two and ten hundredths (102.10) feet, a chord bearing of North eighty-eight (88) degrees fifteen (15) minutes forty-eight (48) seconds East, and a chord distance of ninety-nine and fifty hundredths (99.50) feet to a point; [8] South sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds East, a distance of three hundred thirty-one and twenty-two hundredths

Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 48 - 57)
Page 2

(331.22) feet to a point; [9] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of South forty-six (46) degrees forty-four (44) minutes twelve (12) seconds East, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; [10] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of sixty-eight and ten hundredths (68.10) feet to a point; [11] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of South one (01) degree forty-four (44) minutes twelve (12) seconds East, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; and [12] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of one hundred forty-six and eighty-four hundredths (146.84) feet to the place of BEGINNING.

CONTAINING 3.0522 Acres

I Certify This Document To Be
Recorded in Lancaster Co. Pa.




STEVE McDONALD
Recorder of Deeds

 5201681
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PREPARED BY: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
 RETURN TO: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
 480 NEW HOLLAND AVENUE, SUITE 6205
 LANCASTER, PA 17602
 (717) 945-5745
 TAX ID NOS. 410-2088300000, 410-1953400000,
 410-1407600000, 410-1695900000
 and Part of 410-0809900000

**Not Searched-Not Certified
 This Deed**

Made this 9th day of December, in the year Two Thousand Thirteen (2013),

Between MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as Beverly Estates, Inc., with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantor")

and

CROSSGATES HOMEOWNER'S ASSOCIATION, INC., a Pennsylvania nonprofit corporation, with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantee")

Witnesseth, that in consideration of One and 00/100 Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and/or assigns:

PREMISES A - Lot 37 (Being Tax ID No. 410-2088300000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the southeast side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 37, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the southeast right-of-way line of Sawgrass Drive, said point being a corner of Lot 38; thence extending along Sawgrass Drive

the three (03) following courses and distances: [1] North forty-six (46) degrees nine (09) minutes twelve (12) seconds East, a distance of fifty-five and eighty-one hundredths (55.81) feet to a point; [2] on a line curving to the left having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of one hundred fifty-nine and ninety-six hundredths (159.96) feet, a chord bearing of North twenty-two (22) degrees thirty-nine (39) minutes twelve (12) seconds East and a chord distance of one hundred fifty-five and fifty-one hundredths (155.51) feet to a point; and [3] North zero (00) degrees fifty (50) minutes forty-eight (48) seconds West, a distance of one hundred forty-six and ninety-seven hundredths (146.97) feet to a point, a corner of Lot 36; thence extending along the same, North eighty-nine (89) degrees nine (09) minutes twelve (12) seconds East, a distance of one hundred one and eighty-eight hundredths (101.88) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] South twenty-one (21) degrees thirty-three (33) minutes sixteen (16) seconds West, a distance of three hundred forty and twenty-seven hundredths (340.27) feet to a point; and [2] South fifty-six (56) degrees five (05) minutes ten (10) seconds West, a distance of seventy and zero hundredths (70.00) feet to a point in line of Lot 38; thence extending along the same, North thirty-three (33) degrees fifty-four (54) minutes fifty (50) seconds West, a distance of thirty and zero hundredths (30.00) feet to the place of Beginning.

CONTAINING 17,718 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES B - Lot 44 (Being Tax ID No. 410-1953400000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the east side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 44, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the east right-of-way line of Sawgrass Drive, said point being a corner of Lot 43; thence extending Lot 43 the two (02) following courses and distances: [1] South eighty-eight (88) degrees eleven (11) minutes twenty-four (24) seconds East, a distance of one hundred thirty-three and seventy-three hundredths (133.73) feet to a point; and [2] North sixty-two (62) degrees zero (0) minutes eleven (11) seconds East, a distance of twenty-seven and twelve hundredths (27.12) feet to a point, a corner Crossgates Golf Course; thence extending along the same, South twenty-seven (27) degrees fifty-nine (59) minutes forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to

a point on the North right-of-way line of Chandler Lane; thence extending along Chandler Lane, South sixty-two (62) degrees zero (0) minutes eleven (11) seconds West, a distance of one hundred thirty-two and twenty-three hundredths (132.23) feet to a point on the east right-of-way line of Sawgrass Drive; thence extending along Sawgrass Drive the three (03) following courses and distances: [1] on a line curving to the right having a radius of thirty and zero hundredths (30.00) feet, an arc length of forty-nine and seventy-six hundredths (49.76) feet, a chord bearing of North seventy (70) degrees twenty-eight (28) minutes fifty-eight (58) seconds West and a chord distance of forty-four and twenty-five hundredths (44.25) feet to a point; [2] North twenty-two (22) degrees fifty-eight (58) minutes seven (07) seconds West, a distance of sixteen and fifty-one hundredths (16.51) feet to a point; and [3] on a line curving to the right having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of sixty and forty-five hundredths (60.45) feet, a chord bearing of North eleven (11) degrees one (01) minute thirty-four (34) seconds West and a chord distance of sixty and one hundredth (60.01) feet to the place of Beginning.

CONTAINING 10,941 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES C - Lot 79 (Being Tax ID No. 410-1407600000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the south side of a Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 79, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the south right-of-way line of Sawgrass Drive, said point being a corner of Crossgates Golf Course; thence extending along Sawgrass Drive the five (05) following courses and distances: [1] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of twenty-five and zero hundredths (25.00) feet to a point; [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of five and zero hundredths (5.00) feet to a point; [3] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of eighty-eight and forty-five hundredths (88.45) feet to a point; [4] on a line curving to the left having a radius of two hundred and zero hundredths (200.00) feet, an arc length of eighty-seven and twenty-seven hundredths (87.27) feet, a chord bearing North eighty-eight (88) degrees nine (09) minutes twelve (12) seconds East and a chord distance of eighty-six and fifty-eight hundredths (86.58) feet to a point; and [5] North seventy-five (75) degrees thirty-

nine (39) minutes twelve (12) seconds East, a distance of fifty-seven and forty-six hundredths (57.46) feet to a point, a corner of Lot 80; thence extending along the same the two (02) following courses and distances: [1] South six (06) degrees thirty-three (33) minutes thirty-two (32) seconds East, a distance of sixty-three and twenty-four hundredths (63.24) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of seventeen and twenty-three hundredths (17.23) feet to a point in line of Lot 78; thence extending along the same the two (02) following courses and distances: [1] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of thirty-six and zero hundredths (36.00) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of one hundred forty-five and zero hundredths (145.00) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] North fifty-one (51) degrees fifty-one (51) minutes forty-five (45) seconds West, a distance of one hundred forty-one and seventy-nine hundredths (141.79) feet to a point; and [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of thirty-one and sixty-six hundredths (31.66) feet to the place of Beginning.

CONTAINING 17,208 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES D - Lot 92 (Being Tax ID No. 410-1695900000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the north side of Copperstone Court, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 92, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the north right-of-way line of Copperstone Court, said point being a corner of Lot 91; thence extending along Copperstone Court on a line curving to the left having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of one hundred seventeen and seven hundredths (117.07) feet, a chord bearing of South thirty-nine (39) degrees fifty-two (52) minutes six (06) seconds West and a chord distance of one hundred thirteen and ninety-two hundredths (113.92) feet to a point, a corner of Lot 70; thence extending along Lots 70 - 74 and Lots 80 - 91, respectively, the nine (09) following courses and distances: [1] on a line curving to the left having a radius of eighteen and eighty-three hundredths (18.83) feet, an arc length of thirteen and twenty-one hundredths (13.21) feet, a chord bearing of North forty-seven (47) degrees forty-six

(46) minutes four (04) seconds West and a chord distance of twelve and ninety-five hundredths (12.95) feet to a point; [2] North sixty-seven (67) degrees fifty-two (52) minutes twenty (20) seconds West, a distance of two and twenty-eight hundredths (2.28) feet to a point; [3] on a line curving to the right having a radius of one hundred nine and seventeen hundredths (109.17) feet, an arc length of sixty-seven and thirty-nine hundredths (67.39) feet, a chord bearing of North fifty (50) degrees eleven (11) minutes nineteen (19) seconds West and a chord distance of sixty-six and thirty-two hundredths (66.32) feet to a point; [4] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of ninety-eight and twenty hundredths (98.20) feet to a point; [5] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of North twelve (12) degrees twenty-nine (29) minutes forty-three (43) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [6] North fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds East, a distance of ten and forty-four hundredths (10.44) feet to a point; [7] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of South seventy-seven (77) degrees thirty (30) minutes seventeen (17) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [8] South thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds East, a distance of one hundred twenty-eight and sixty-five hundredths (128.65) feet to a point; and [9] on a line curving to the left having a radius of nineteen and thirty-three hundredths (19.33) feet, an arc length of thirteen and seventy-one hundredths (13.71) feet, a chord bearing of South fifty-two (52) degrees forty-nine (49) minutes fifteen (15) seconds East and a chord distance of thirteen and forty-two hundredths (13.42) feet to the place of Beginning.

CONTAINING 25,416 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES E - Lot 114 (Being Part of Tax ID No. 410-0809900000)

ALL THAT CERTAIN piece, parcel or tract of land situated west of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as lot 114, as shown on a Revised Final Subdivision Plan for Crossgates - Phase VII, recorded in Subdivision Plan Book J-230, Page 66 said tract being more fully bounded and described as follows:

BEGINNING at the northeast corner thereof, at a point, a corner of Crossgates Golf Course, said point being a corner of Lot 59; thence extending along Lots 59 - 45, respectively, the six following courses and distances: [1] South forty-

one (41) degrees seventeen (17) minutes zero (00) seconds East, a distance of eighty-five and seven hundredths (85.07) feet to a point; [2] South sixty (60) degrees thirty-seven (37) minutes forty-five (45) seconds East, a distance of sixty and thirteen hundredths (60.13) feet to a point; [3] South thirty-six (36) degrees thirty-two (32) minutes forty-four (44) seconds East, a distance of fifty-nine and eighty-six hundredths (59.86) feet to a point; [4] South seven (07) degrees thirty-three (33) minutes eight (08) seconds West, a distance of one hundred sixty-three and twenty-two hundredths (163.22) feet to a point; [5] South forty-six (46) degrees nine (09) minutes twelve (12) seconds West, a distance of sixty-five and sixteen hundredths (65.16) feet to a point; and [6] South one (01) degree forty-eight (48) minutes thirty-six (36) seconds West, a distance of sixty-nine and sixty-nine hundredths (69.69) feet to a point a corner of Crossgates Golf Course; thence extending along the same the nine following courses and distances: [1] South thirty-four (34) degrees fifty (50) minutes thirty-six (36) seconds West, a distance of ten and twenty hundredths (10.20) feet to a point; [2] North thirty (30) degrees three (03) minutes fifty-five (55) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point; [3] North zero (00) degrees twenty-two (22) minutes thirty (30) seconds West, a distance of one hundred sixty-five and zero hundredths (65.00) feet to a point; [4] North eight (08) degrees twenty-five (25) minutes forty-one (41) seconds East, a distance of fifty-three and zero hundredths (53.00) feet to a point; [5] North twenty-five (25) degrees thirteen (13) minutes fifty-eight (58) seconds West, a distance of fifty-six and zero hundredths (56.00) feet to a point; [6] North thirteen (13) degrees fourteen (14) minutes twenty-seven (27) seconds East, a distance of sixty-four and nineteen hundredths (64.19) feet to a point; [7] North five (05) degrees twenty-three (23) minutes forty-three (43) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point; [8] North twenty-eight (28) degrees thirteen (13) minutes four (04) seconds West, a distance of sixty and fifty-two hundredths (60.52) feet to a point; and [9] North sixty-one (61) degrees forty-six (46) minutes fifty-six (56) seconds East, a distance of twenty-two and ninety-six hundredths (22.96) feet to a point to the place of Beginning.

CONTAINING 37,369 Square Feet.

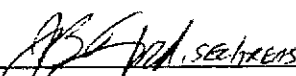
BEING PART OF THE SAME PREMISES which Pennsylvania Power & Light Company by Deed dated July 19, 1971, and recorded August 11, 1971, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 61, Page 401, *et seq.* granted and conveyed unto Beverly Estates, Inc., a Pennsylvania corporation. On December 29, 1977, Articles of Merger were filed with the Pennsylvania Department of State whereby the said Beverly Estates, Inc., merged and is now known as Murry Development Corporation.

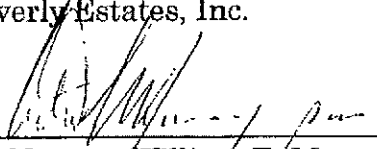
ALSO BEING PART OF THE SAME PREMISES which E.E. Murry Construction Co., by Deed dated and recorded October 29, 1976, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 69, Page 0475, et seq. granted and conveyed unto Murry Development Corporation, a Pennsylvania corporation, its successors and/or assigns.

The Grantor covenants that it will warrant specially the property hereby conveyed.

In Witness Whereof the Grantor has executed this Deed the day and year above written.

MURRY DEVELOPMENT CORPORATION,
a Pennsylvania corporation, formerly known
as Beverly Estates, Inc.

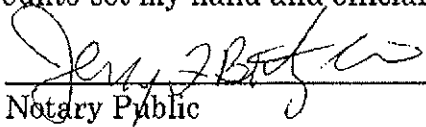
Attest: 
Name: J.B. FORD
Title: SECRETARY/TREASURER

By: 
Name: William E. Murry
Title: President

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

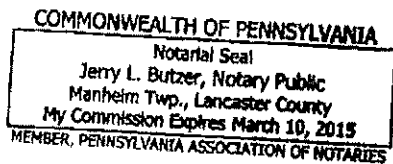
ON THIS the 9th day of December, 2013, before me, the undersigned Notary Public, personally appeared WILLIAM E. MURRY, who acknowledged himself to be the President of MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as BEVERLY ESTATES, INC., and the he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

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



Notary Public

My Commission Expires:

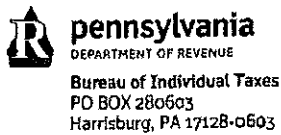


I hereby certify that the precise address of the within Grantee is 1899 Lititz Pike, Lancaster, PA 17601.



On Behalf of Grantee

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	6120753
Page Number	
Date Recorded	12/12/2013 04:24:07 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Stacey L. Morgan, Esquire - Brubaker Connaughton Goss & Lucarelli LLC	Telephone Number: (717) 945-5745
Mailing Address 480 New Holland Avenue, Suite 6205	City Lancaster
	State PA
	ZIP Code 17602

B. TRANSFER DATA

Grantor(s)/Lessor(s) Murry Development Corporation
Mailing Address 1899 Lititz Pike
City Lancaster
State PA
ZIP Code 17601

C. Date of Acceptance of Document

Grantee(s)/Lessee(s) Crossgates Homeowner's Association, Inc.
Mailing Address 1899 Lititz Pike
City Lancaster
State PA
ZIP Code 17601

D. REAL ESTATE LOCATION

Street Address See Attached Exhibit A	City, Township, Borough Manor Township	
County Lancaster	School District Penn Manor School District	Tax Parcel Number See Attached

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration + 0.00	3. Total Consideration = 1.00
4. County Assessed Value See Attached	5. Common Level Ratio Factor x 1.24	6. Fair Market Value = See Attached

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
---	---	---

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Conveyance of common open space to Homeowner's Association
and is therefore exempt from Pennsylvania realty transfer taxes.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party
Brubaker Connaughton Goss & Lucarelli LLC
By: *Stacey L. Morgan*

Date
12/12/13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

**REALTY TRANSFER TAX
STATEMENT OF VALUE
ATTACHMENT**

C. PROPERTY LOCATION

<u>Street Address:</u>	<u>Tax Parcel No.</u>
Sawgrass Drive (Lot 37)	410-2088300000
Sawgrass Drive (Lot 44)	410-1953400000
Sawgrass Drive (Lot 79)	410-1407600000
Copperstone Court (Lot 92)	410-1695900000
Lot 114	410-0809900000 (P/O)

D. VALUATION DATA

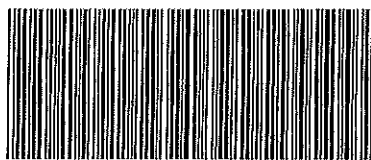
PARCEL	ASSESSED VALUE	COMMON LEVEL RATIO FACTOR	FAIR MARKET VALUE
410-2088300000	42,400.00	1.24	52,576.00
410-1953400000	41,000.00	1.24	50,840.00
410-1407600000	42,300.00	1.24	52,452.00
410-1695900000	43,900.00	1.24	54,436.00
410-0809900000 (Part of)	Not Separately Assessed	1.24	Not Separately Assessed

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6120753
 RECORDED DATE: 12/12/2013 04:24:07 PM



3619776-0014.

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 11

Document Type: DEED	Transaction #: 3548009 - 1 Doc(s)
Transaction Reference: 1584-001	Document Page Count: 10
Document Reference: 1584-001	Operator Id: armers
RETURN TO: (chrisw@bcgl-law.com) **PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above. Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602	SUBMITTED BY: (chrisw@bcgl-law.com) Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602

*** PROPERTY DATA:**

Parcel ID #: 410-2088300000
 Municipality: MANOR TOWNSHIP (100%)
 School District: PENN MANOR SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$23.50
EXTRA PAGE FEE	\$12.00
Total:	\$65.50

INSTRUMENT # : 6120753
 RECORDED DATE: 12/12/2013 04:24:07 PM

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



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

MF



BRUBAKER CONNAUGHTON
GOSS & LUCARELLI **LLC**
ATTORNEYS AT LAW

Christine D. Wilson, Paralegal

chrisw@bcgl-law.com
Direct Dial: (717) 945-5749

December 13, 2013

William E. Murry, President & CEO
Murry Development Corporation
1899 Lititz Pike
Lancaster, PA 17601

Re: Crossgates Homeowner's Association
Deed - Open Space Lots 37, 44, 79, 92 and 114

Dear Bill:

Enclosed please find the Deed, as electronically recorded with the Office of the Recorder of Deeds of Lancaster County, Pennsylvania on December 12, 2013, regarding the above-referenced property. Attached thereto, please find the original executed Deed regarding this matter. Please maintain these documents with the permanent records of the Homeowner's Association.

If you have any questions, or if you need anything additional, please feel free to call me.

With kind regards.

Sincerely,

Christine D. Wilson,
Paralegal

cdw/53704.doc

Enclosures

APPLICANT'S ACC'T NO.

DSCB: 15-7316 (Rev. 11-72)

(Line for numbering)

Filing Fee: \$75
AIN-8
Articles of
Incorporation—
Domestic Nonprofit Corporation

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this 19th day of January, 19 83
Commonwealth of Pennsylvania
Department of State

William C. Davis

Secretary of the Commonwealth

pms

(Box for Certification)

In compliance with the requirements of 15 Pa. S. §7316 (relating to articles of incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies (certify) that:

1. The name of the corporation is:
Crossgates Homeowner's Association, Inc.

2. The location and post office address of the initial registered office of the corporation in this Commonwealth is:

1899

(NUMBER)

Lititz Pike

(STREET)

Lancaster

(CITY)

Pennsylvania

17601

(ZIP CODE)

3. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:

The purpose for which the Corporation is organized is to promote the general welfare of the residents and owners of any portion of "Crossgates", a residential development located in the Borough of Millersville, Lancaster County, Pennsylvania, and the property interests therein and to maintain and care for the Corporation's property. The Corporation is to have and exercise all rights and powers conferred on nonprofit Corporations under the laws of the Commonwealth of Pennsylvania, or which may hereafter be conferred, including but not limited to the power to acquire, own, lease and/or sell real and/or personal property. In addition, the purposes of this Corporation shall comply with the requirements of Section 528 of the Internal Revenue Code and the regulations thereunder as they may hereafter be amended.

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

4. The term for which the corporation is to exist is: Perpetual

5. The corporation is organized upon a nonstock basis.

6. ~~Stock, if applicable. The corporation shall have _____ members.~~

7. ~~Stock, if applicable. The incorporators, _____ of the members of the corporation, authorized _____~~
(NAME OF UNINCORPORATED ASSOCIATION)

~~by the requisite vote required by the organic law of the association for the amendment of such organic law.~~

8. The name(s) and post office address(es) of each incorporator(s) is (are):

NAME

ADDRESS
(Including street and number, if any)

George T. Brubaker 25 East King Street, Lancaster, PA 17602

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed and sealed these Articles of Incorporation this 14th day of January, 1983.

_____(SEAL)



George T. Brubaker (SEAL)

_____(SEAL)

INSTRUCTIONS FOR COMPLETION OF FORM:

- A. For general instructions relating to the incorporation of nonprofit corporations see 19 Pa. Code Ch. 29 (relating to nonprofit corporations generally). These instructions relate to such matters as corporate name, stated purposes, term of existence, authorized share structure, inclusion of names of first directors in the Articles of Incorporation, provisions on incorporation of unincorporated associations, etc.
- B. One or more corporations or natural persons of full age may incorporate a nonprofit corporation.
- C. If the corporation is to be organized upon a stock share basis Paragraph 5 should be modified accordingly.
- D. Optional provisions required or authorized by law may be added as Paragraphs 9, 10, 11 . . . etc.
- E. The following shall accompany this form:
 - (1) Any necessary copies of Form DSCB:17.2 (Consent to Appropriation of Name) or Form DSCB:17.3 (Consent to Use of Similar Name).
 - (2) Any necessary governmental approvals.
- F. 15 Pa. S. §7317 (relating to advertisement) requires that the incorporators shall advertise their intention to file or the corporation shall advertise the filing of articles of incorporation. Proofs of publication of such advertising should not be delivered to the Department, but should be filed with the minutes of the corporation.

DEPT OF STATE
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RECEIVED

MF

OCT 29 1992

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SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSGATES
RE: Crossgates Development - Phase 3

Murry Development Corporation ("Declarant") recorded a "Declaration of Covenants, Conditions and Restrictions for Crossgates" ("Original Declaration") in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Deed Book F, Volume 86, Page 136 et seq. on February 23, 1983. The final plan of Crossgates Phase I is recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-131, Page 145. In Article II, Section 4(e)(i) of the Original Declaration, Declarant reserved the right to enlarge Crossgates.

On October 10, 1991, Declarant obtained conditional plan approval of the Final Plan of Crossgates, Phase 3, ("Final Plan"). The Final Plan for Phase 3 was recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania on January 7, 1992 and is of record at Subdivision Plan Book J-176, Page 109. Plan Note No. 19 of the Final Plan indicates:

The "Property" (i.e. Lots 1-100 and 102-107) as more fully described on the Final Subdivision Plan for Crossgates Phase 3 shall be held, sold and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds Office at Lancaster, Pennsylvania in Record Book F, Volume 86, Page 136 et seq.) to the "Declaration of Covenants, Conditions and Restrictions for Crossgates South."

RECORDED
INDEXED
OCT 29 1992

On October 27, 1992, Declarant obtained Plan approval of the Revised Final Subdivision Plan for Crossgates, Phase 3 ("Revised Final Plan"). Declarant intends to file the Revised Final Plan contemporaneously with the recording of this Supplement to Declaration. Plan Note No. 19, as set forth on the recorded Final Plan, has been deleted and in substitution Plan Note 26 has been added. Plan Note No. 26 on the Revised Final Plan indicates:

The "Property" (i.e. Lots 1-100 and 103-106) as more fully described on the Revised Final Subdivision Plan for Crossgates Phase 3 shall be held, sold and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds Office at Lancaster, Pennsylvania in Record Book F, Volume 86, Page 136 et seq.) to the "Declaration of Covenants, Conditions and Restrictions for Crossgates South."

Declarant hereby enlarges Crossgates by the addition of Phase 3 as more fully described in Exhibit "A" attached hereto, which Phase 3 shall be held, sold and conveyed as set forth in Plan Note No. 26.

For purposes of clarification of plans previously filed, Declarant confirms that all areas designated as "open space" on the final plan of Phase I, and the "common open space" lots shown on the Final Plan of Phase 3, as revised, shall constitute "common area" as defined in the Original Declaration. All such common areas shall be subject to the perpetual restriction that no building or structure (except for (a) buildings or structures

constructed and maintained for park, playground or recreational purposes and (b) related maintenance and storage buildings) shall be erected on the ground so that the same shall be and remain open for the purpose of affording light, air, park, playground or recreational space as provided in the Declarations.

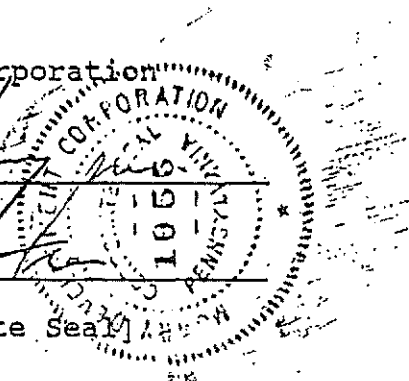
This Supplement of Declaration is executed this 28th day of October, 1992.

Murry Development Corporation

By: _____

Attest: _____

[Corporate Seal]



STATE OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

On this, the 28th day of October, 1992, before me, the undersigned officer, personally appeared William E. Murry who acknowledged himself to be the President of Murry Development Corporation, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Donna R. Benedict
Notary Public

My Commission Expires:

Notarial Seal
Donna R. Benedict, Notary Public
Manheim Twp, Lancaster County
My Commission Expires July 28, 1994
Member, Pennsylvania Association of Notaries

Legal Description

October 10, 1991

Crossgates - Phase 3
Murry Development Corporation
Borough of Millersville

ALL THAT CERTAIN tract of land being situate in the Borough of Millersville, County of Lancaster and Commonwealth of Pennsylvania, said tract of land being comprised of Block "A", Block "B" and a portion of the bed of Murrycross Way as shown on Sheet No. 2 and Sheet No. 3 of a Final Plan of Phase 3 of Crossgates prepared for the Murry Development Corporation by David Miller/Associates, Inc. and Henry I. Strausser, Professional Land Surveyor, dated May 29, 1991 and revised September 4, 1991, said plan being known as Drawing No. 89-167.22, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book No. _____ on Page No. _____, said tract of land being more fully bounded and described as follows:

BEGINNING at a point located in the east right-of-way line of Murrycross Way, said point being located at the intersection of the east right-of-way line of Murrycross Way and the line forming the division line between Crossgates - Phase 1 and Crossgates - Phase 3; thence passing along the line forming the division line between Crossgates - Phase 1 and Crossgates - Phase 3, the four following courses and distances, (1), North 78 degrees, 55 minutes and 15 seconds East, a distance of 54.04 feet to a point, (2), North 70 degrees, 57 minutes and 20 seconds East, a distance of 354.70 feet to a point, (3), North 26 degrees, 30 minutes and 55 seconds East, a distance of 131.11 feet to a point, (4), North 70 degrees, 57 minutes and 20 seconds East, a distance of 310.00 feet to a point in line of other lands of the Murry Development Corporation, said last described point also being located in the line forming the boundary line between the Borough of Millersville and the Township of Manor; thence along the said other lands of the Murry Development Corporation and passing along the line forming the boundary line between the Borough of Millersville and the Township of Manor, South 19 degrees, 02 minutes and 17 seconds East, a distance of 555.06 feet to a point, a corner of an unnamed cemetery; thence along the said unnamed cemetery, the three following courses and distances, (1), South 70 degrees, 57 minutes and 22 seconds West, a distance of 12.00 feet to a point, (2), South 19 degrees, 02 minutes and 37 seconds East, a distance of 74.25 feet to a point, (3), North 70 degrees, 57 minutes and 22 seconds East, a distance of 12.00 feet to a point in line of the said other lands of the Murry Development Corporation, the said line also being the line forming the boundary line between the Borough of Millersville and the Township of Manor; thence along the said other lands of the Murry Development Corporation and passing along the line forming the boundary line between the Borough of Millersville and the Township of Manor, the two following courses and distances, (1), South 19 degrees, 02 minutes and 17 seconds East, a distance of 33.00 feet to a point, (2), crossing the proposed right-of-way of Murrycross Way, South 27 degrees, 03 minutes

3676 0019

and 22 seconds West, a distance of 123.50 feet to a point, a corner of other lands of the Murry Development Corporation; thence along the said other lands of the Murry Development Corporation, the three following courses and distances, (1), South 33 degrees, 13 minutes and 40 seconds West, a distance of 503.46 feet to a point, (2), North 59 degrees, 32 minutes and 32 seconds West, a distance of 459.58 feet to a point, (3), North 68 degrees, 22 minutes and 40 seconds West, a distance of 720.78 feet to a point in line of lands now or late of Richard N. Myers, said point also being located in the line forming the boundary line between the Borough of Millersville and the Township of Manor; thence along the said lands now or late of Richard N. Myers and passing along the line forming the boundary line between the Borough of Millersville and the Township of Manor, North 22 degrees, 40 minutes and 00 seconds West, a distance of 73.53 feet to a point, a corner of Crossgates - Phase 1; thence passing along the line forming the division line between Crossgates - Phase 1 and Crossgates - Phase 3, the five following courses and distances, (1), North 69 degrees, 49 minutes and 37 seconds East, a distance of 454.35 feet to a point, (2), North 10 degrees, 38 minutes and 00 seconds West, a distance of 50.25 to a point in the west right-of-way line of Murrycross Way, (3), crossing the right-of-way of Murrycross Way, North 79 degrees, 21 minutes and 30 seconds East, a distance of 60.00 feet to point in the east right-of-way line of Murrycross Way, (4), passing along the east right-of-way line of Murrycross Way, North 10 degrees, 38 minutes and 00 seconds West, a distance of 20.00 feet to a point, (5), continuing along the east right-of-way line of Murrycross Way in a line curving to the left, having a radius of 1,230.00 feet, an arc distance of 9.56 feet to the point and place of Beginning, the chord of the last described arc being North 10 degrees, 51 minutes and 20 seconds West, a distance of 9.56 feet.

Containing: 18.85 Acres

997033463

15.50
GKV

JUN 19 1997

SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSGATES
RE: Crossgates Development - Phase 4

Murry Development Corporation ("Declarant") recorded a
"Declaration of Covenants, Conditions and Restrictions for
Crossgates" ("Original Declaration") in the Office of the Recorder
of Deeds of Lancaster County, Pennsylvania in Deed Book F, Volume
86, Page 136 et seq. on February 23, 1983. The final plan of
Crossgates Phase I is recorded in the Office of the Recorder of
Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-
131, Page 145. In Article II, Section 4(e)(i) of the Original
Declaration, Declarant reserved the right to enlarge Crossgates.

On August 13, 1996, Declarant obtained conditional plan
approval of the final plan of Crossgates, Phase 4, ("Final Plan").
Declarant intends to file the Final Plan contemporaneously with the
recording of this Supplement to Declaration. Plan Note No. 40 of
the Final Plan indicates:

The "Property" (i.e. Lots 1 to 67) as more
fully described on the Final Subdivision Plan
for Crossgates Phase 4 shall be held, sold and
conveyed subject (in addition to a certain
"Declaration of Covenants, Conditions and
Restrictions for Crossgates" as more fully
appears of record in the Recorder of Deeds
Office at Lancaster, Pennsylvania in Record
Book F, Volume 86, Page 136 et seq.) to the
"Declaration of Covenants, Conditions and
Restrictions for Crossgates Manor."

RECORDED OR FILED
97 JUN 19 AM 11:11
RECORDER OF DEEDS
LANCASTER, PA.

Declarant hereby enlarges Crossgates by the addition of Phase 4 as more fully described in Exhibit "A" attached hereto, which Phase 4 shall be held, sold and conveyed as set forth in Plan Note No. 40.

For purposes of clarification of plans previously filed, Declarant confirms that all areas designated as "open space" on the final plan of Phase I and Phase 4 shall constitute "common area" as defined in the Original Declaration. All such common areas shall be subject to the perpetual restriction that no building or structure (except for (a) buildings or structures constructed and maintained for park, playground or recreational purposes and (b) related maintenance and storage buildings) shall be erected on the ground so that the same shall be and remain open for the purpose of affording light, air, park, playground or recreational space as provided in the Declarations.

This Supplement of Declaration is executed this 2nd day of

May, 1997.

Murry Development Corporation

By: *William E. Murry*

Name: WILLIAM E. MURRY

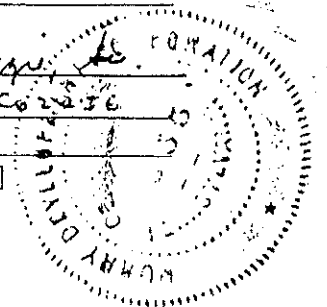
Title: PRESIDENT

Attest: *Doris J. Corzette*

Name: DORIS J. CORZETTE

Title: Secretary

[Corporate Seal]



STATE OF PENNSYLVANIA :
 : SS:
COUNTY OF LANCASTER :

On this, the 2nd day of May, 1997, before me, the undersigned officer, personally appeared William E. Murry who acknowledged himself to be the President of Murry Development Corporation, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Tracey B. Over
Notary Public

My Commission Expires:

Notarial Seal
Tracey B. Over, Notary Public
Lancaster, Lancaster County
My Commission Expires June 15, 1998

ALL THAT CERTAIN tract of land being situate on the south side of Crossland Pass in the Township of Manor, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of all of Lot No. 4, Block "A" and a small portion of Lot No. 7, Block "A" as shown on a Revised Final Subdivision/Land Development Plan recorded in Subdivision Plan Book No. J-180 on Page No. 47, said tract being shown on a Final Plan of Phase 4 of Crossgates prepared for Murry Development Corporation by David Miller/Associates, Inc., dated May 3, 1995 and revised May 10, 1996, said plan being known as Drawing No. 89-167.75, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book No. J-196 on Page No. 130, said tract being more fully bounded and described as follows:

BEGINNING at an iron pin in the south line of Crossland Pass, a corner of Phase 1 of Crossgates as shown on a plan recorded in Subdivision Plan Book No. J-131 on Page No. 145; thence along the south line of Crossland Pass, the three following courses and distances, (1), North 70 degrees, 57 minutes and 19 seconds East, a distance of 33.95 feet to an iron pin, (2), in a line curving to the left, having a radius of 630.00 feet, an arc distance of 334.86 feet to an iron pin, the chord of the last described arc having a bearing of North 55 degrees, 43 minutes and 41 seconds East for a distance of 330.93 feet, (3), North 40 degrees, 30 minutes and 04 seconds East, a distance of 172.76 feet to an iron pin, a corner of Lot No. 7, Block "A", lands of Crossgates Golf Course; thence along Lot No. 7, Block "A", lands of Crossgates Golf Course, the eleven following courses and distances, (1), South 06 degrees, 30 minutes and 31 seconds East, a distance of 226.84 feet to an iron pin, (2), South 15 degrees, 56 minutes and 01 second East, a distance of 358.72 feet to an iron pin, (3), South 02 degrees, 50 minutes and 29 seconds West, a distance of 435.78 feet to an iron pin, (4), South 08 degrees, 33 minutes and 32 seconds East, a distance of 371.78 feet to a point, (5), South 28 degrees, 03 minutes and 13 seconds East, a distance of 34.86 feet to a point, (6), South 84 degrees, 33 minutes and 32 seconds East, a distance of 48.88 feet to a point, (7), North 24 degrees, 18 minutes and 43 seconds East, a distance of 71.81 feet to a point, (8), South 65 degrees, 41 minutes and 17 seconds East, a distance of 133.67 feet to a point, (9), South 24 degrees, 33 minutes and 32 seconds East, a distance of 55.25 feet to a point, (10), South 24 degrees, 52 minutes and 50 seconds West, a distance of 130.00 feet to a point, (11), South 15 degrees, 54 minutes and 24 seconds West, a distance of 35.36 feet to an iron pin in the north line of Murrycross Way, thence along the north line of Murrycross Way, in a line curving to the right,

Exhibit "A"

0058917.03/961218

-i-

5370 0139

having a radius of 1,620.00 feet, an arc distance of 116.78 feet to a point in the north line of Murrycross Way, the chord of the last described arc having a bearing of South 72 degrees, 01 minute and 41 seconds East for a distance of 116.76 feet; thence crossing the bed of Murrycross Way, South 20 degrees, 02 minutes and 14 seconds West, a distance of 60.00 feet to a point in the south line of Murrycross Way; thence along the south line of Murrycross Way, the two following courses and distances, (1), in a line curving to the left, having a radius of 1,560.00 feet, an arc distance of 440.42 feet to a point, the chord of the last described arc having a bearing of North 78 degrees, 03 minutes and 03 seconds West for a distance of 438.96 feet, (2), North 86 degrees, 08 minutes and 19 seconds West, a distance of 35.07 feet to a point in the south line of Murrycross Way, said point being located in the Millersville Borough-Manor Township line; thence crossing the bed of Murrycross Way, passing along Phase 3 of Crossgates as shown on a plan recorded in Subdivision Plan Book No. J-180 on Page No. 147, respectively, and passing along the Millersville Borough-Manor Township line, North 27 degrees, 03 minutes and 22 seconds East, a distance of 81.07 feet to a point, a corner of Phase 3 of Crossgates as shown on the aforementioned recorded plan; thence along Phase 3 of Crossgates as shown on the aforementioned recorded plan and passing along the Millersville Borough-Manor Township line, North 19 degrees, 02 minutes and 17 seconds West, a distance of 662.31 feet to an iron pin, a corner of Phase 1 of Crossgates as shown on a plan recorded in Subdivision Plan Book No. J-131 on Page No. 145; thence along Phase 1 of Crossgates as shown on the aforementioned recorded plan and continuing along the Millersville Borough-Manor Township line, North 19 degrees, 02 minutes and 41 seconds West, a distance of 605.59 feet to the point and place of Beginning.

CONTAINING: 12.41 Acres.

The above described tract is subject to all conditions of approvals as shown or stated on the above referred to recorded Plan.

I Certify This Document To Be
Recorded in Lancaster Co., Pa.



Ronald W. Collier

Recorder of Deeds

Exhibit "A"

0058917.03/961218

-ii-

5370 0140

PREPARED BY: HARTMAN UNDERHILL & BRUBAKER LLP

**RETURN TO: HARTMAN UNDERHILL & BRUBAKER LLP
221 EAST CHESTNUT STREET
LANCASTER, PA 17602-2782**

PARCEL ID:

**SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSGATES
RE: Crossgates Development - Phase VII - Lots 1-114**

Murry Development Corporation ("Declarant") recorded a "Declaration of Covenants, Conditions and Restrictions for Crossgates" ("Original Declaration") in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Deed Book F, Volume 86, Page 136 et seq. on February 25, 1983. The final plan of Crossgates Phase I is recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-131, Page 145. In Article II, Section 4(e)(i) of the Original Declaration, Declarant reserved the right to enlarge Crossgates.

On February 27, 2006, Declarant obtained conditional plan approval of the final plan for Phase VII of Crossgates ("Phase VII Plan"). The Phase VII Plan was recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-227, Page 98 on June 7, 2006. A revision to the Phase VII Plan was recorded in the Office of the Recorder of

Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-230, Page 66 on April 13, 2007 ("Revised Plan"). The Phase VII Plan and Revised Plan are collectively referred to as the "Final Plan". Phase VII encompasses one hundred fourteen (114) Lots¹ that will be subjected to the Crossgates South Declaration, in addition to the Original Declaration. This Supplement to the Original Declaration shall apply to Lots 1 to 114 as depicted upon the Final Plan for Phase VII. As stated above, Declarant has filed the Final Plan. Plan Note No. 9 of the Final Plan indicates:

"Lots 1 to [114]² as more fully described on the Final Subdivision Plan for Crossgates Phase VII shall be held, sold and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds Office of Lancaster County, Pennsylvania in Record Book F, Volume 86, Page 136 et seq.) to the "Declaration of Covenants, Conditions and Restrictions for Crossgates South", as more fully appears of record in the Recorder of Deeds

¹ One hundred nine (109) lots intended for residential use, and five (5) lots designated as "Open Space".

² Plan Note 9 on the Phase VII Plan references Lots 1-113 and Plan Note 9 on the Revised Plan references Lot 114.

Office of Lancaster County, Pennsylvania in Record Book 3676, Page 1 et seq. on October 29, 1992, and the Supplement to Declaration of Covenants, Conditions and Restrictions for Crossgates and the Supplement to Declaration of Covenants, Conditions and Restrictions for Crossgates South, which are intended to be recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania contemporaneously herewith."

Declarant hereby enlarges Crossgates by the addition of Lots 1-114, as depicted upon the Final Plan and as more fully described in Exhibit "A" attached hereto, which portion of Phase VII shall be held, sold and conveyed as set forth in Plan Note No. 9 of both the Phase VII Plan and the Revised Plan.

For purposes of clarification of plans previously filed, Declarant confirms that all areas designated as "open space" on the final plan of Phase VII shall constitute "common area" as defined in the Original Declaration. (See Plan Note No. 10 of both the Phase VII Plan and Revised Plan). Further, the planting strips within Sawgrass Drive and Chandler Lane, as generally depicted upon the attached Exhibits "B" and "C" as "curbed

islands", shall be dedicated as part of Chandler Lane and Sawgrass Drive right-of-way; however, Crossgates Homeowners' Association, Inc. shall be responsible for maintenance, repair and replacement of all landscaping within the planted strip. Crossgates Homeowners' Association, Inc. shall also be responsible for (a) the maintenance, repair and replacement of all brick cart paths located on Sawgrass Drive and Chandler Lane, which are generally depicted upon Exhibits "B" and "C" and (b) the maintenance, repair and replacement of the entrance piers and associated landscaping³ located within and adjacent to Sawgrass Drive, the location of which are generally depicted upon Exhibit "B". The walking path within the right-of-way shall be dedicated as part of the street right-of-way dedicated to Manor Township; however, Crossgates Homeowners' Association, Inc. shall be responsible for the maintenance, repair and replacement of the walking path located along Sawgrass Drive, Copperstone Court and Chandler Drive. All such common areas shall be subject to the perpetual restriction that no building or structure (except for (a) buildings or structures constructed and maintained for park, playground or recreational purposes; (b) related maintenance and storage buildings; and (c) improvements constructed pursuant to the blanket easement reserved in favor of the Declarant and Golf Course⁴) shall be

³ Landscaping shall consist of ground cover and mulch, not extending more than two (2) feet from the pier.

⁴ "Golf Course" shall mean and refer to the properties currently owned by Murry Development

erected on the ground so that the same shall be and remain open for the purpose of affording light, air, park, playground or recreational space as provided in the Declarations. Further, as set forth on the Final Plan Open Space Lots 44 and 114 are subject to blanket easements in favor of the Golf Course and any lands owned by Declarant.

For purposes of further clarification, Declarant confirms that the Crossgates Homeowners' Association, Inc. shall also provide the following services and have the following powers with respect to Lots 1 to 114 of Phase VII:

(i) Maintenance, repair and replacement of the mail box building and driveway located on Lot 79 of Phase VII,

(ii) The Crossgates Homeowners' Association shall own Lot 92 of Phase VII and all private streets located thereon. Notwithstanding the ownership of the private streets by the Crossgates Homeowners' Association, the maintenance, repair and replacement of the private streets on Lot 92 of Phase VII will be undertaken and performed by the Crossgates South Homeowners' Association at its own expense; and

(iii) Ownership and maintenance of Lots 37, 44, 79 and 114.

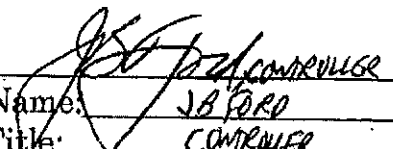
Corporation, some of which abut Phase VII, and are currently utilized as a golf course presently known as "Crossgates Golf Club", and all additions thereto.

Nothing herein shall be construed as requiring the Golf Course or its owner to comply with the terms of this Supplement to the Original Declaration, the Original Declaration or the Cross Gates South Declaration.

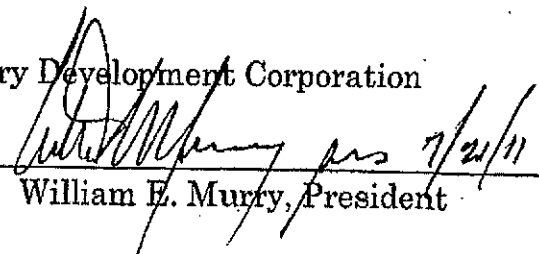
This Supplement to the Original Declaration is executed this 21st day of July, 2011.

Murry Development Corporation

Attest:


Name: JB FORD
Title: CONTROLLER

By:


William E. Murry, President

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
 COUNTY OF LANCASTER :

On this, the 21st day of July, 2011, before me, the undersigned officer, personally appeared William E. Murry who acknowledged himself to be the President of Murry Development Corporation, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



 Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Cheryl A. Fry, Notary Public
 Manheim Twp., Lancaster County
 My Commission Expires July 16, 2014
 Member, Pennsylvania Association of Notaries

Exhibit "A"
Legal Description of Addition to Crossgates
Lots 1-114, Phase VII

Legal Description
November 5, 2010
Crossgates - Phase VII
Perimeter of Lots 1-114
Manor Township

ALL THAT CERTAIN piece, parcel or tract of land situated on the East side of Murrycross Way, located in Manor Township, Lancaster County, Pennsylvania, being known as Crossgates Phase VII, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Incorporated, recorded in Subdivision Plan Book J-230, Page 66 and revised as shown on a Revised Final Subdivision Plan for Crossgates - Phase VII, recorded in Subdivision Plan Book J-230, Page 66 said tract being more fully bounded and described as follows:

BEGINNING at a point on the East right-of-way line of Murrycross Way, said point being a corner of Crossgates Golf Course; thence extending along Murrycross Way, North thirty-four (34) degrees twenty (20) minutes forty-eight (48) seconds West, a distance of one hundred six and zero hundredths (106.00) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the twenty-four (24) following courses and distances: [1] on a line curving to the left having a radius of twenty-eight and zero hundredths (28.00) feet, an arc length of forty-three and ninety-eight hundredths (43.98) feet, a chord bearing of South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, and a chord distance of thirty-nine and sixty hundredths (39.60) feet to a point; [2] North fifty-five (55) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of one hundred sixty-four and four hundredths (164.04) feet to a point; [3] on a line curving to the right having a radius of two hundred and zero hundredths (200.00) feet, an arc length of one hundred fifty-seven and eight hundredths (157.08) feet, a chord bearing of North seventy-eight (78) degrees nine (09) minutes twelve (12) seconds East, and a chord distance of one hundred fifty-three and seven hundredths (153.07) feet to a point; [4] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of fifteen and fifty-two hundredths (15.52) feet to a point; [5] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of seventy-six and thirty-eight hundredths (76.38) feet to a point; [6] North

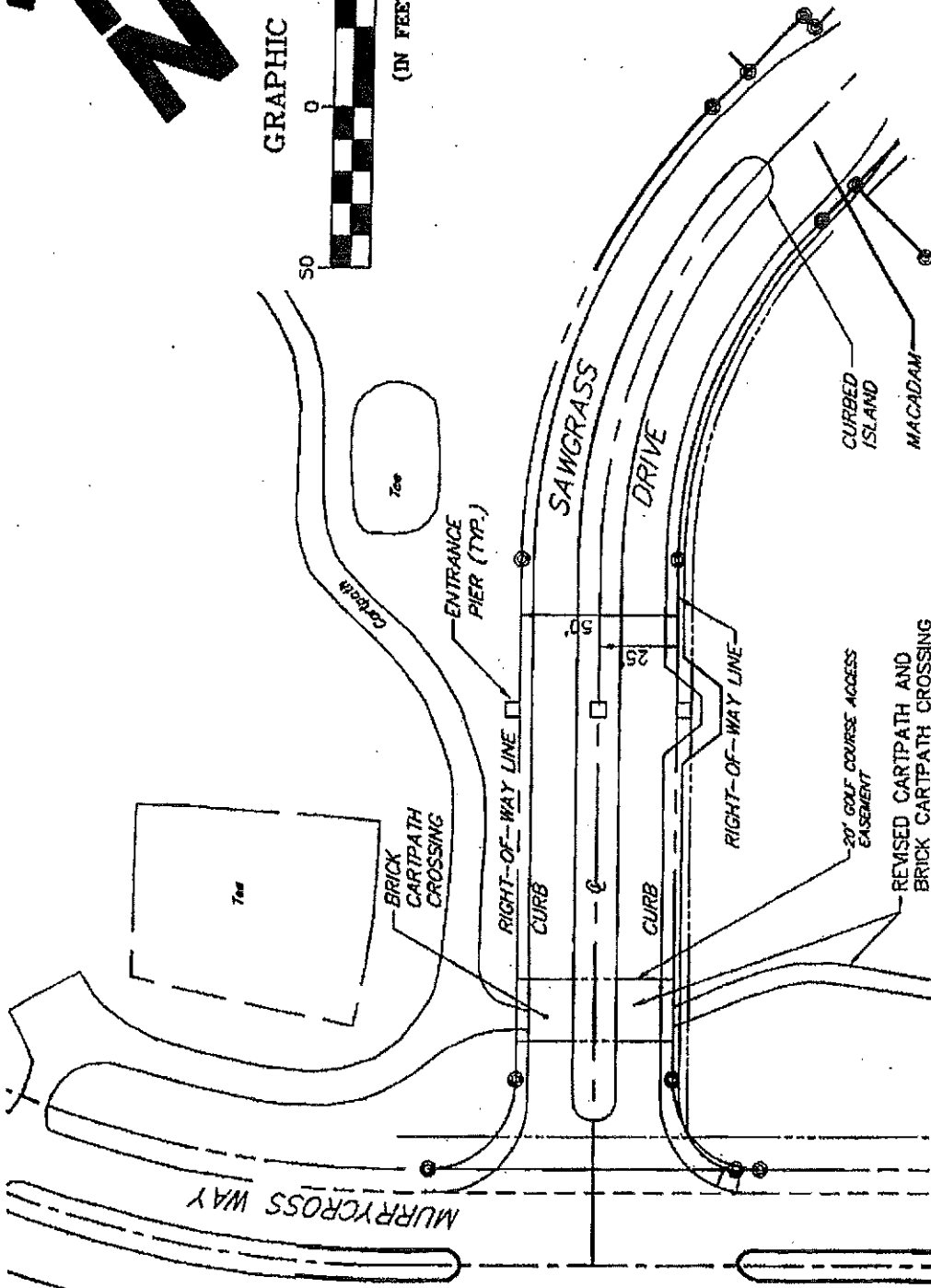
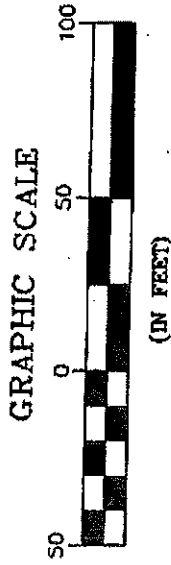
seventy-three (73) degrees two (02) minutes twenty-six (26) seconds East, a distance of one hundred forty-nine and twenty-one hundredths (149.21) feet to a point; [7] North seventy-eight (78) degrees forty-six (46) minutes seventeen (17) seconds East, a distance of fifty and seven hundredths (50.07) feet to a point; [8] North seventy-three (73) degrees two (02) minutes twenty-six (26) seconds East, a distance of sixty-one and eighty-eight hundredths (61.88) feet to a point; [9] North fifty-two (52) degrees nineteen (19) minutes forty-five (45) seconds East, a distance of seventy and forty-seven hundredths (70.47) feet to a point; [10] South seventy-six (76) degrees eighteen (18) minutes eight (08) seconds East, a distance of two hundred twenty-nine and fifty-six hundredths (229.56) feet to a point; [11] South fifty (50) degrees nineteen (19) minutes seven (07) seconds East, a distance of ninety and twenty-two hundredths (90.22) feet to a point; [12] South forty-two (42) degrees thirty-eight (38) minutes fifty-five (55) seconds East, a distance of fifty-eight and twenty-eight hundredths (58.28) feet to a point; [13] South forty-seven (47) degrees eighteen (18) minutes thirty-four (34) seconds East, a distance of one hundred fifty and fifty-one hundredths (150.51) feet to a point; [14] South thirty-nine (39) degrees fifty-four (54) minutes fifty-seven (57) seconds East, a distance of three hundred seven and thirty-nine hundredths (307.39) feet to a point; [15] South forty-one (41) degrees forty-eight (48) minutes thirty-two (32) seconds East, a distance of one hundred fifty-seven and fourteen hundredths (157.14) feet to a point; [16] South fourteen (14) degrees fifteen (15) minutes two (02) seconds West, a distance of two hundred seven and twenty-eight hundredths (207.28) feet to a point; [17] South thirty-two (32) degrees thirty-nine (39) minutes twelve (12) seconds West, a distance of sixty-six and ninety hundredths (66.90) feet to a point; [18] South twenty-seven (27) degrees fifty-five (55) minutes thirty-one (31) seconds West, a distance of two hundred forty-three and thirty-three hundredths (243.33) feet to a point; [19] South twenty-one (21) degrees thirty-three (33) minutes sixteen (16) seconds West, a distance of three hundred forty and twenty-seven hundredths (340.27) feet to a point; [20] South fifty-six (56) degrees five (05) minutes ten (10) seconds West, a distance of seventy and zero hundredths (70.00) feet to a point; [21] South thirty-three (33) degrees fifty-four (54) minutes fifty (50) seconds East, a distance of seventy-six and forty-two hundredths (76.42) feet to a point; [22] South one (01) degree forty-eight (48) minutes thirty-six (36) seconds West, a distance of one hundred sixty-eight and seventy-four hundredths (168.74) feet to a point; [23] South sixty-two (62) degrees zero (00) minutes eleven (11) seconds West, a distance of eight and ninety hundredths (8.90) feet to a point; and [24] South twenty-seven (27) degrees fifty-nine (59) minutes forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to a point on the

North right-of-way line of Chandler Lane; thence extending along the same the two (02) following courses and distances: [1] South sixty-two (62) degrees zero (00) minutes eleven (11) seconds West, a distance of one hundred sixty-four and eleven hundredths (164.11) feet to a point; and [2] on a line curving to the right having a radius of two hundred ninety-five and zero hundredths (295.00) feet, an arc length of eighty-seven and fifty-eight hundredths (87.58) feet, a chord bearing of South seventy (70) degrees thirty (30) minutes nineteen (19) seconds West, and a chord distance of eighty-seven and twenty-six hundredths (87.26) feet to a point, a corner of Crossgates Golf Course; thence extending along Crossgates Golf Course, respectively the twenty-six (26) following courses and distances: [1] on a line curving to the left having a radius of thirty and zero hundredths (30.00) feet, an arc length of fifty-three and forty hundredths (53.40) feet, a chord bearing of North twenty-eight (28) degrees one (01) minute fifteen (15) seconds East, and a chord distance of forty-six and sixty-two hundredths (46.62) feet to a point; [2] North twenty-two (22) degrees fifty-eight (58) minutes seven (07) seconds West, a distance of fourteen and fifty-six hundredths (14.56) feet to a point; [3] on a line curving to the right having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of eighty-four and thirty-three hundredths (84.33) feet, a chord bearing of North ten (10) degrees thirty-four (34) minutes forty-five (45) seconds West, and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [4] North one (01) degree forty-eight (48) minutes thirty-six (36) seconds East, a distance of one hundred one and thirty-one hundredths (101.31) feet to a point; [5] on a line curving to the right having a radius of one hundred seventy-two and fifty hundredths (172.50) feet, an arc length of one hundred thirty-three and fifty hundredths (133.50) feet, a chord bearing of North twenty-three (23) degrees fifty-eight (58) minutes fifty-four (54) seconds East, and a chord distance of one hundred thirty and twenty hundredths (130.20) feet to a point; [6] North forty-six (46) degrees nine (09) minutes twelve (12) seconds East, a distance of twelve and eighty-eight hundredths (12.88) feet to a point; [7] North forty-three (43) degrees fifty (50) minutes forty-eight (48) seconds West, a distance of eighty-one and twenty-nine hundredths (81.29) feet to a point; [8] South thirty-four (34) degrees fifty (50) minutes thirty-six (36) seconds West, a distance of ten and twenty hundredths (10.20) feet to a point; [9] North thirty (30) degrees three (03) minutes fifty-five (55) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point; [10] North zero (00) degrees twenty-two (22) minutes thirty (30) seconds West, a distance of one hundred sixty-five and zero hundredths (65.00) feet to a point; [11] North eight (08) degrees twenty-five (25) minutes forty-one (41) seconds East, a distance of fifty-three and zero hundredths (53.00) feet to a point; [12] North

twenty-five (25) degrees thirteen (13) minutes fifty-eight (58) seconds West, a distance of fifty-six and zero hundredths (56.00) feet to a point; [13] North thirteen (13) degrees fourteen (14) minutes twenty-seven (27) seconds East, a distance of sixty-four and nineteen hundredths (64.19) feet to a point; [14] North five (05) degrees twenty-three (23) minutes forty-three (43) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point; [15] North twenty-eight (28) degrees thirteen (13) minutes four (04) seconds West, a distance of sixty and fifty-two hundredths (60.52) feet to a point; [16] North sixty-one (61) degrees forty-six (46) minutes fifty-six (56) seconds East, a distance of twenty-two and ninety-six hundredths (22.96) feet to a point; [17] North forty-one (41) degrees seventeen (17) minutes zero (00) seconds West, a distance of eighty and seven hundredths (80.07) feet to a point; [18] North twenty-two (22) degrees twelve (12) minutes twenty-eight (28) seconds West, a distance of two hundred forty-eight and thirty-eight hundredths (248.38) feet to a point; [19] North twenty-five (25) degrees fifty-one (51) minutes six (06) seconds West, a distance of eighty-three and ninety-three hundredths (83.93) feet to a point; [20] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of two hundred ninety-six and zero hundredths (296.00) feet to a point; [21] North fifty-one (51) degrees fifty-one (51) minutes forty-five (45) seconds West, a distance of one hundred forty-one and seventy-nine hundredths (141.79) feet to a point; [22] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of thirty-one and sixty-six hundredths (31.66) feet to a point; [23] North seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds West, a distance of fifteen and fifty-two hundredths (15.52) feet to a point; [24] on a line curving to the left having a radius of one hundred fifty and zero hundredths (150.00) feet, an arc length of one hundred seventeen and eighty-one hundredths (117.81) feet, a chord bearing of South seventy-eight (78) degrees nine (09) minutes twelve (12) seconds West, and a chord distance of one hundred fourteen and eighty-one hundredths (114.81) feet to a point; [25] South fifty-five (55) degrees thirty-nine (39) minutes twelve (12) seconds West, a distance of one hundred sixty-four and four hundredths (164.04) feet to a point; and [26] on a line curving to the left having a radius of twenty-eight and zero hundredths (28.00) feet, an arc length of forty-three and ninety-eight hundredths (43.98) feet, a chord bearing of South ten (10) degrees thirty-nine (39) minutes twelve (12) seconds West, and a chord distance of thirty-nine and sixty hundredths (39.60) feet to the place of BEGINNING.

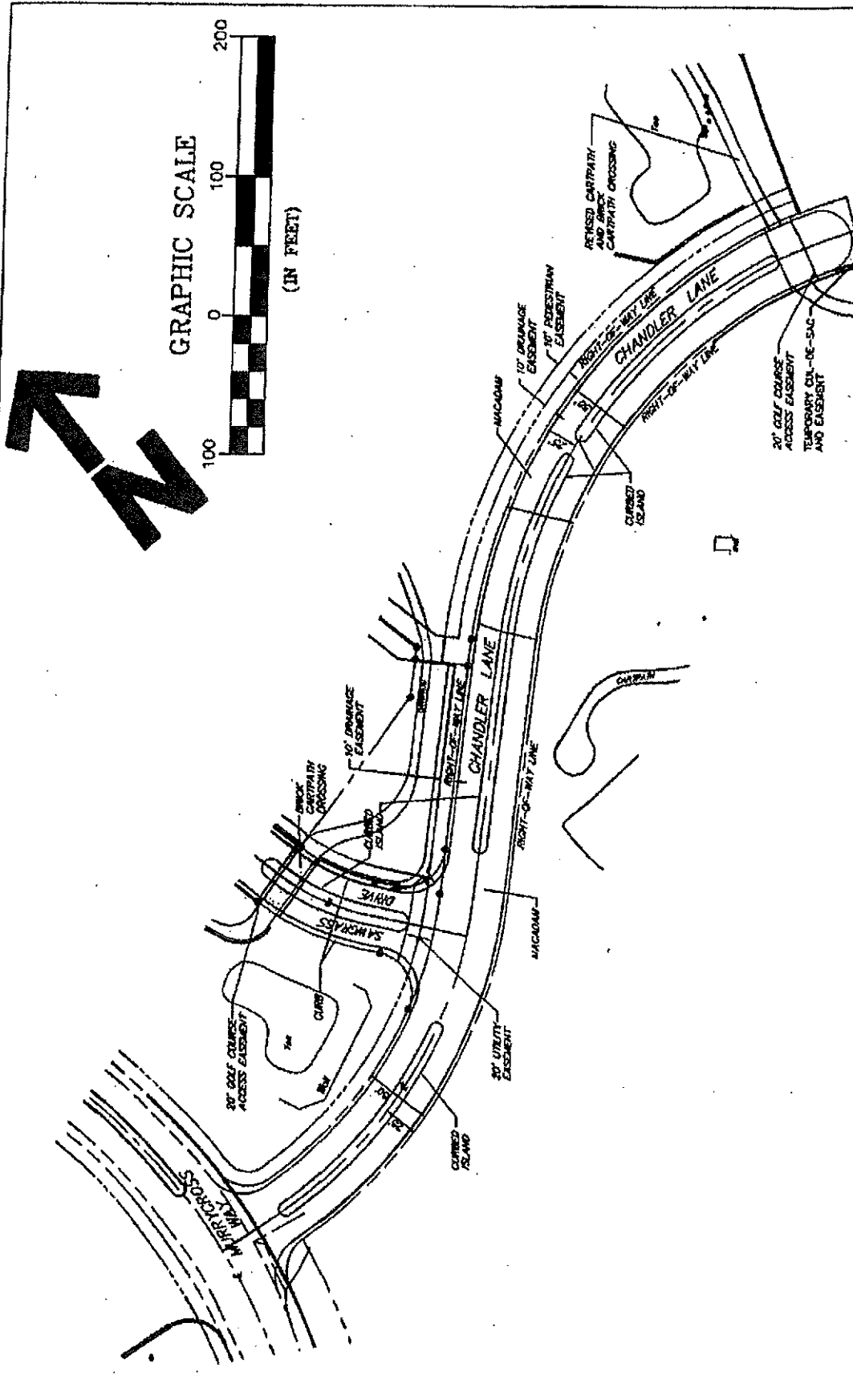
EXHIBIT "B"
SAWGRASS DRIVE

EXHIBIT "C"
SAWGRASS DRIVE AND CHANDLER LANE



DMIA
 DAVID MILLER ASSOCIATES, INC.
 LANDSCAPE ARCHITECTS/ENGINEERS/PLANNERS/ARTISTS
 1076 Canterbury Road / Lancaster, PA 17601
 (717) 899-3402 / Fax: (717) 899-3385 / www.dmia.com
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EXHIBIT B
 ISLAND, ENTRANCE PIERS & GOLF COURSE ACCESS EASEMENT- SAWGRASS DRIVE
CROSSGATES PHASE VII
 MANOR TOWNSHIP, LANCASTER COUNTY, PA
 JOB NO: 89-167.15, DWG. NO: 89-167.15, DATE: 10/25/10, 16721EX1 (SHEET 1 OF 1)



DAVID MILLER ASSOCIATES, INC.
 LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING/PLANNING/SURVEYING
 1076 Centerville Road / Lancaster, PA 17601
 (717) 698-9422 / Fax: (717) 698-9365 / www.dmia.com
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EXHIBIT C
ISLANDS & GOLF COURSE ACCESS EASEMENTS - CHANDLER LANE & SAWGRASS DRIVE
CROSSGATES PHASE VII

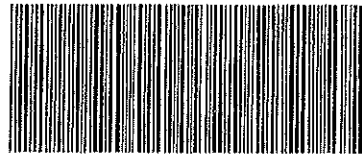
MANOR TOWNSHIP, LANCASTER COUNTY, PA
 JOB NO: 89-167.15, DWG. NO: 89-167.15, DATE: 10/25/10, 16721EX1 (SHEET 1 OF 1)

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 5950245
 RECORDED DATE: 09/09/2011 02:24:00 PM



3176492-0013T

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 16

Document Type: MISC - NON MORTGAGE

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Document Reference: 7196.56

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Christine D. Wilson
 221 East Chestnut Street
 Lancaster, PA 17602

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Document Page Count: 15

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SUBMITTED BY: (chrisw@hublaw.com)

Christine D. Wilson
 221 East Chestnut Street
 Lancaster, PA 17602

*** PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$22.00
Total:	\$40.50

INSTRUMENT # : 5950245
 RECORDED DATE: 09/09/2011 02:24:00 PM

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



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

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NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSGATES
RE: Crossgates Development - Phase VI - Winding Creek at Crossgates

Murry Development Corporation ("Declarant") recorded a "Declaration of Covenants, Conditions and Restrictions for Crossgates" ("Original Declaration") in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Deed Book F, Volume 86, Page 136 et seq. on February 25, 1983. The final plan of Crossgates Phase I is recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-131, Page 145. In Article II, Section 4(e)(i) of the Original Declaration, Declarant reserved the right to enlarge Crossgates.

On July 22, 2002, Declarant obtained conditional plan approval of the final plan of Crossgates, Phase VI, ("Final Plan"). The Final Plan was recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-216, Page 51 on April 1, 2003. Phase VI encompasses two separate development communities: (1) Winding Creek at Crossgates (Lots 1 to 31 and 47 to 58); and (2) a tract of land (Lots 32 to 46) that will be subjected to the Declaration of Covenants, Conditions and Restrictions for Crossgates South which is recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Record Book 3676, Page 1 et seq. on October 29, 1992, in addition to the Original Declaration. This Supplement to the Original Declaration shall apply to the property of Winding Creek at Crossgates. Declarant has filed the Final Plan, as stated above. Plan Note No. 11 of the Final Plan indicates:

"Winding Creek at Crossgates" (i.e. Lots 1 to 31 and 47 to 57)
as more fully described on the Final Subdivision Plan for Crossgates

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Page: 1 of 11
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06/24/2003
03:26PM
Doc Code: 45

Lancaster County, Recorder of Deeds Office

Doc Id: 5201682
Receipt #: 203962
Rec Fee: 32.50

Phase VI shall be held, sold and conveyed subject (in addition to a certain "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds Office of Lancaster County, Pennsylvania in Record Book F, Volume 86, Page 136 et seq.) to the "Declaration of Covenants, Conditions and Restrictions for Winding Creek at Crossgates", and the Supplement to Declaration of Covenants, Conditions and Restrictions for Crossgates, which is intended to be recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania contemporaneously herewith.

Declarant hereby enlarges Crossgates by the addition of Winding Creek at Crossgates, as depicted upon the plan for Phase VI and as more fully described in Exhibit "A" attached hereto, which portion of Phase VI shall be held, sold and conveyed as set forth in Plan Note No. 11.

For purposes of clarification of plans previously filed, Declarant confirms that all areas designated as "open space" on the final plan of Phase VI shall constitute "common area" as defined in the Original Declaration. All such common areas shall be subject to the perpetual restriction that no building or structure (except for (a) buildings or structures constructed and maintained for park, playground or recreational purposes and (b) related maintenance and storage buildings) shall be erected on the ground so that the same shall be and remain open for the purpose of affording light, air, park, playground or recreational space as provided in the Declarations.

This Supplement of Declaration is executed this 17th day of June, 2003.

Murry Development Corporation

Attest:

J.B. BARNETT
Name: J.B. BARNETT
Title: SECRETARY/TREASURER
[Corporate Seal]

By:

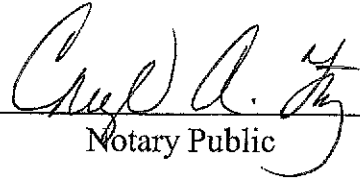
William E. Murry
Name: WILLIAM E. MURRY
Title: PRESIDENT



COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

On this, the 17th day of JUNE, 2003, before me, the undersigned officer, personally appeared William E. Murry who acknowledged himself to be the President of Murry Development Corporation, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Notary Public

My Commission Expires:

Notarial Seal
Cheryl A. Fry, Notary Public
Manheim Twp., Lancaster County
My Commission Expires July 16, 2006
Member, Pennsylvania Association of Notaries

 5201682
Page: 3 of 11
06/24/2003 03:26PM



WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 1 – 31)
Manor Township

May 22, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the East and West sides of Garrity Road, and the North, East, South and West sides of Stillcreek Road, located in Manor Township, Lancaster County, Pennsylvania, being known as Winding Creek At Crossgates (Lots 1 – 31), as shown on a Final Plan of Crossgates – Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the East right-of-way line of Garrity Road, said point being the Northwest corner of Lot 1; thence extending along Garrity Road, and along Lot 5A, respectively, South seventy-eight (78) degrees eleven (11) minutes nineteen (19) seconds East, a distance of ninety-seven and ninety-two hundredths (97.92) feet to a point, a corner of Lot 59; thence extending along the same, the eight (08) following courses and distances: [1] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of five hundred eighty-three and two hundredths (583.02) feet to a point; [2] South fifty-two (52) degrees seven (07) minutes forty-one (41) seconds East, a distance of two hundred ten and zero hundredths (210.00) feet to a point; [3] South thirty-four (34) degrees eighteen (18) minutes twenty-two (22) seconds East, a distance of ninety-seven and twenty-nine hundredths (97.29) feet to a point; [4] South zero (0) degrees four (04) minutes sixteen (16) seconds West, a distance of one hundred fourteen and fifty-seven hundredths (114.57) feet to a point; [5] South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of fifty and sixty-two hundredths (50.62) feet to a point; [6] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of ninety-seven and seventy-nine hundredths (97.79) feet to a point; [7] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of four hundred fifty-three and ninety-nine hundredths (453.99) feet to a point; and [8] South sixty-five (65) degrees fifty-one (51) minutes thirty-four (34) seconds West, a distance of one hundred sixty-nine and ten hundredths (169.10) feet to a point in line of Lot 5A; thence extending along the same, North thirty-five (35) degrees sixteen (16) minutes fifteen (15) seconds West, a distance of one hundred ninety-four and four hundredths (194.04) feet to a point, a corner of Lot 58; thence extending along the same, the seven (07) following courses and distances: [1] North seven (07) degrees eighteen (18) minutes three (03) seconds West, a distance of



Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 1 - 31)
Page 2

sixty-two and twenty-eight hundredths (62.28) feet to a point; [2] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred and zero hundredths (100.00) feet to a point; [3] North seventy-eight (78) degrees fifty-one (51) minutes twenty (20) seconds West, a distance of one hundred one and forty-three hundredths (101.43) feet to a point; [4] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred twenty-four and seventy-seven hundredths (124.77) feet to a point; [5] North thirty-seven (37) degrees ten (10) minutes zero (0) seconds West, a distance of two hundred fifty-eight and fifty-four hundredths (258.54) feet to a point; [6] North five (05) degrees thirty-four (34) minutes six (06) seconds West, a distance of one hundred sixty-two and ninety-nine hundredths (162.99) feet to a point; and [7] North thirty-two (32) degrees fifty-six (56) minutes twenty-eight (28) seconds East, a distance of two hundred eight and seventy-one hundredths (208.71) feet to a point; thence continuing along Lot 58, and extending along Lots 37 - 32, respectively, North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of three hundred eighty-two and eighty hundredths (382.80) feet to a point; thence continuing along Lot 32, North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one hundred fifty and zero hundredths (150.00) feet to a point in line of Lot 46; thence extending along the same, the two (02) following courses and distances: [1] North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of five and zero hundredths (5.00) feet to a point; and [2] on a line curving to the right, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South sixty-four (64) degrees three (03) minutes five (05) seconds East, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point on the West right-of-way line of Garrity Road; thence extending along the same, the four (04) following courses and distances: [1] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred seventy-seven and twenty-four hundredths (177.24) feet to a point; [2] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of ninety and thirty-four hundredths (90.34) feet, a chord bearing of South zero (0) degrees fifty-one (51) minutes twenty-two (22) seconds West, and a chord distance of eighty-eight and fifty-three hundredths (88.53) feet to a point; [3] South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of one hundred twenty-eight and one hundredth (128.01) feet to a point; and [4] on a line curving to the right, having a radius of fourteen and zero hundredths (14.00) feet, an arc length of twenty-one and ninety-nine hundredths (21.99) feet, a chord bearing of South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of nineteen and eighty hundredths (19.80) feet to a point on the North right-of-way line of Stillcreek Road; thence extending along the same, the thirteen (13) following courses and distances: [1] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of eighty-one



Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 1 - 31)
Page 3

and eighty-seven hundredths (81.87) feet to a point; [2] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of one hundred thirty-three and fifty-two hundredths (133.52) feet, a chord bearing of South eighty-eight (88) degrees fifteen (15) minutes forty-eight (48) seconds West, and a chord distance of one hundred thirty and eleven hundredths (130.11) feet to a point; [3] South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, a distance of forty-two and eighty-seven hundredths (42.87) feet to a point; [4] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of one hundred forty-nine and twenty-three hundredths (149.23) feet, a chord bearing of South twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of one hundred thirty-four and thirty-five hundredths (134.35) feet to a point; [5] South twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds East, a distance of one hundred thirty-eight and twenty hundredths (138.20) feet to a point; [6] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of South forty-six (46) degrees forty-four (44) minutes twelve (12) seconds East, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; [7] South sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds East, a distance of four hundred sixty and zero hundredths (460.00) feet to a point; [8] North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of one hundred ninety-six and eighty-four hundredths (196.84) feet to a point; [9] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of North one (01) degree forty-four (44) minutes twelve (12) seconds West, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; [10] North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, a distance of sixty-eight and ten hundredths (68.10) feet to a point; [11] on a line curving to the left, having a radius of ninety-five and zero hundredths (95.00) feet, an arc length of seventy-four and sixty-one hundredths (74.61) feet, a chord bearing of North forty-six (46) degrees forty-four (44) minutes twelve (12) seconds West, and a chord distance of seventy-two and seventy-one hundredths (72.71) feet to a point; and [12] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred eighty-one and thirty-five hundredths (181.35) feet to a point on the East right-of-way line of Garrity Road; thence extending along the same, the six (06) following courses and distances: [1] on a line curving to the right, having a radius of fourteen and zero hundredths (14.00) feet, an arc length of twenty-one and ninety-nine hundredths (21.99) feet, a chord bearing of North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, and a chord distance of nineteen and eighty hundredths (19.80) feet to a point; [2] North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of one hundred twenty-eight and one hundredth (128.01)

Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 1 - 31)
Page 4

feet to a point; [3] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of one hundred eighteen and thirteen hundredths (118.13) feet, a chord bearing of North zero (0) degrees fifty-one (51) minutes twenty-two (22) seconds East, and a chord distance of one hundred fifteen and seventy-seven hundredths (115.77) feet to a point; [4] North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of four hundred thirty-six and fifty-one hundredths (436.51) feet to a point; [5] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of seventy and three hundredths (70.03) feet, a chord bearing of North three (03) degrees thirty-seven (37) minutes twelve (12) seconds West, and a chord distance of sixty-nine and eighteen hundredths (69.18) feet to a point; and [6] North eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds East, a distance of fifty-three and sixty-eight hundredths (53.68) feet to the place of BEGINNING.

CONTAINING 10.7375 Acres



5201682
Page: 7 of 11
06/24/2003 03:26PM



WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Crossgates - Phase VI
Lot 47
Manor Township

March 27, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the West side of Garrity Road, and the North side of Linger Street (Private), located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 47, as shown on a Final Plan of Crossgates - Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the West right-of-way line of Garrity Road, said point being a corner of Lot 5A; thence extending along Garrity Road, the four (04) following courses and distances: [1] South seventy-eight (78) degrees eleven (11) minutes nineteen (19) seconds East, a distance of five and zero hundredths (5.00) feet to a point; [2] South eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds West, a distance of fifty-three and sixty-eight hundredths (53.68) feet to a point; [3] on a line curving to the left, having a radius of one hundred seventy and zero hundredths (170.00) feet, an arc length of ninety-one and fifty-seven hundredths (91.57) feet, a chord bearing of South three (03) degrees thirty-seven (37) minutes twelve (12) seconds East, and a chord distance of ninety and forty-seven hundredths (90.47) feet to a point; and [4] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred thirty-nine and twenty-seven hundredths (139.27) feet to a point on the North right-of-way line of Linger Street (Private); thence extending along the same, the two (02) following courses and distances: [1] on a line curving to the right, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South twenty-five (25) degrees fifty-six (56) minutes fifty-five (55) seconds West, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point; and [2] South seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds West, a distance of five and zero hundredths (5.00) feet to a point, a corner of Lot 45; thence extending along the same, and along Lot 58, respectively, North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one hundred fifty-nine and twenty-seven hundredths (159.27) feet to a point; thence continuing along Lot 58, the two (02) following courses and distances: [1] on a line curving to the right, having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of one hundred five and four hundredths (105.04) feet, a chord bearing of North three (03) degrees thirty-seven (37) minutes twelve (12) seconds West, and a chord distance of one hundred three and seventy-seven hundredths (103.77)

Legal Description
Crossgates - Phase VI
Lot 47
Page 2

feet to a point; and [2] North eleven (11) degrees forty-eight (48) minutes forty-one (41) seconds East, a distance of twenty-eight and eighty-two hundredths (28.82) feet to a point in line of Lot 5A; thence extending along the same, North fifty (50) degrees thirty-seven (37) minutes seven (07) seconds East, a distance of thirty-one and ninety-one hundredths (31.91) feet to the place of BEGINNING.

CONTAINING 7,447 Square Feet

SUBJECT to a utility easement, as shown on the above-referenced Plan.





WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

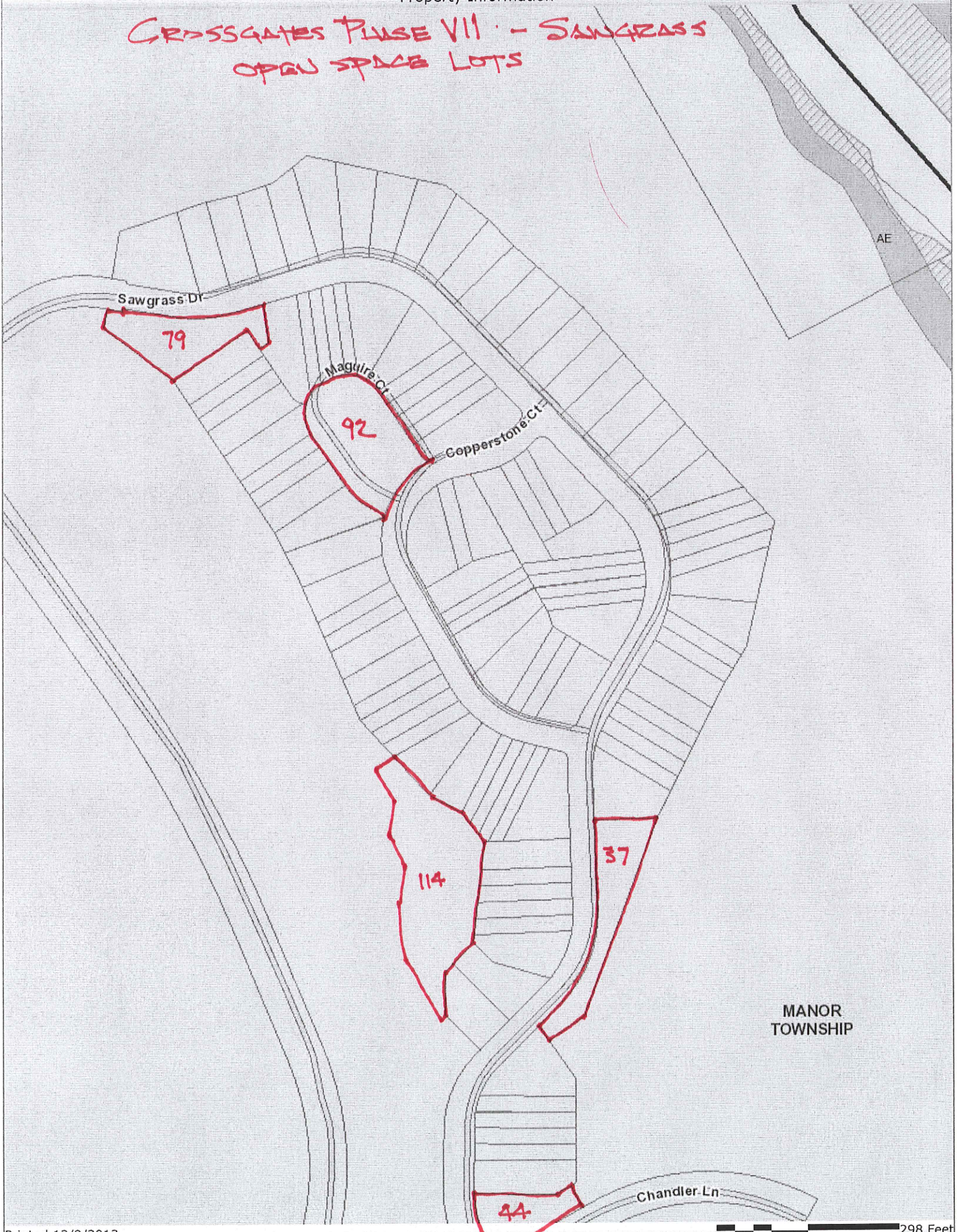
Legal Description
Crossgates - Phase VI
Winding Creek At Crossgates (Lots 48 - 57)
Manor Township

May 22, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the North, East, South and West sides of Stillcreek Road, located in Manor Township, Lancaster County, Pennsylvania, being known as Winding Creek At Crossgates (Lots 48 - 57), as shown on a Final Plan of Crossgates - Phase VI, prepared by David Miller/Associates, Incorporated, Drawing No. 89-167.11, recorded in Subdivision Plan Book J-216, Page 51, said tract being more fully bounded and described as follows:

BEGINNING at a point on the Southeast right-of-way line of Stillcreek Road, said point being the Southeast corner of Lot 53; thence extending along Stillcreek Road, the twelve (12) following courses and distances: [1] on a line curving to the right, having a radius of ten and zero hundredths (10.00) feet, an arc length of fifteen and seventy-one hundredths (15.71) feet, a chord bearing of South sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds West, and a chord distance of fourteen and fourteen hundredths (14.14) feet to a point; [2] North sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds West, a distance of four hundred ten and zero hundredths (410.00) feet to a point; [3] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of forty-three and twenty hundredths (43.20) feet, a chord bearing of North forty-six (46) degrees forty-four (44) minutes twelve (12) seconds West, and a chord distance of forty-two and ten hundredths (42.10) feet to a point; [4] North twenty-four (24) degrees fourteen (14) minutes twelve (12) seconds West, a distance of one hundred thirty-eight and twenty hundredths (138.20) feet to a point; [5] on a line curving to the right, having a radius of fifty-five and zero hundredths (55.00) feet, an arc length of eighty-six and thirty-nine hundredths (86.39) feet, a chord bearing of North twenty (20) degrees forty-five (45) minutes forty-eight (48) seconds East, and a chord distance of seventy-seven and seventy-eight hundredths (77.78) feet to a point; [6] North sixty-five (65) degrees forty-five (45) minutes forty-eight (48) seconds East, a distance of forty-two and eighty-seven hundredths (42.87) feet to a point; [7] on a line curving to the right, having a radius of one hundred thirty and zero hundredths (130.00) feet, an arc length of one hundred two and ten hundredths (102.10) feet, a chord bearing of North eighty-eight (88) degrees fifteen (15) minutes forty-eight (48) seconds East, and a chord distance of ninety-nine and fifty hundredths (99.50) feet to a point; [8] South sixty-nine (69) degrees fourteen (14) minutes twelve (12) seconds East, a distance of three hundred thirty-one and twenty-two hundredths

CROSSGATES PHASE VII - SAWGRASS
OPEN SPACE LOTS





BRUBAKER CONNAUGHTON
GOSS & LUCARELLI **LLC**
ATTORNEYS AT LAW

Christine D. Wilson, Paralegal

chrisw@bcgl-law.com
Direct Dial: (717) 945-5749

December 13, 2013

William E. Murry, President & CEO
Murry Development Corporation
1899 Lititz Pike
Lancaster, PA 17601

Re: Crossgates Homeowner's Association
Deed - Open Space Lots 37, 44, 79, 92 and 114

Dear Bill:

Enclosed please find the Deed, as electronically recorded with the Office of the Recorder of Deeds of Lancaster County, Pennsylvania on December 12, 2013, regarding the above-referenced property. Attached thereto, please find the original executed Deed regarding this matter. Please maintain these documents with the permanent records of the Homeowner's Association.

If you have any questions, or if you need anything additional, please feel free to call me.

With kind regards.

Sincerely,

Christine D. Wilson,
Paralegal

cdw/53704.doc

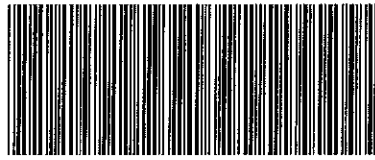
Enclosures

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6120753
 RECORDED DATE: 12/12/2013 04:24:07 PM



3619776-0014.

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 11

Document Type: DEED	Transaction #: 3548009 - 1 Doc(s)
Transaction Reference: 1584-001	Document Page Count: 10
Document Reference: 1584-001	Operator Id: armers
RETURN TO: (chrisw@bcgl-law.com) **PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above. Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602	SUBMITTED BY: (chrisw@bcgl-law.com) Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602

*** PROPERTY DATA:**

Parcel ID #: 410-2088300000
 Municipality: MANOR TOWNSHIP (100%)
 School District: PENN MANOR SD

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: DEED	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
AFF HSG #6557	\$11.50
PA SURCHARGE #6548	\$23.50
EXTRA PAGE FEE	\$12.00
Total:	\$65.50

INSTRUMENT # : 6120753
 RECORDED DATE: 12/12/2013 04:24:07 PM

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



Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

PREPARED BY: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
RETURN TO: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
 480 NEW HOLLAND AVENUE, SUITE 6205
 LANCASTER, PA 17602
 (717) 945-5745
TAX ID NOS. 410-2088300000, 410-1953400000,
 410-1407600000, 410-1695900000
 and Part of 410-0809900000

**Not Searched-Not Certified
This Deed**

Made this 9th day of December, in the year Two Thousand Thirteen (2013),

Between MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as Beverly Estates, Inc., with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantor")

and

CROSSGATES HOMEOWNER'S ASSOCIATION, INC., a Pennsylvania nonprofit corporation, with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantee")

Witnesseth, that in consideration of One and 00/100 Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and/or assigns:

PREMISES A - Lot 37 (Being Tax ID No. 410-2088300000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the southeast side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 37, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the southeast right-of-way line of Sawgrass Drive, said point being a corner of Lot 38; thence extending along Sawgrass Drive

the three (03) following courses and distances: [1] North forty-six (46) degrees nine (09) minutes twelve (12) seconds East, a distance of fifty-five and eighty-one hundredths (55.81) feet to a point; [2] on a line curving to the left having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of one hundred fifty-nine and ninety-six hundredths (159.96) feet, a chord bearing of North twenty-two (22) degrees thirty-nine (39) minutes twelve (12) seconds East and a chord distance of one hundred fifty-five and fifty-one hundredths (155.51) feet to a point; and [3] North zero (00) degrees fifty (50) minutes forty-eight (48) seconds West, a distance of one hundred forty-six and ninety-seven hundredths (146.97) feet to a point, a corner of Lot 36; thence extending along the same, North eighty-nine (89) degrees nine (09) minutes twelve (12) seconds East, a distance of one hundred one and eighty-eight hundredths (101.88) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] South twenty-one (21) degrees thirty-three (33) minutes sixteen (16) seconds West, a distance of three hundred forty and twenty-seven hundredths (340.27) feet to a point; and [2] South fifty-six (56) degrees five (05) minutes ten (10) seconds West, a distance of seventy and zero hundredths (70.00) feet to a point in line of Lot 38; thence extending along the same, North thirty-three (33) degrees fifty-four (54) minutes fifty (50) seconds West, a distance of thirty and zero hundredths (30.00) feet to the place of Beginning.

CONTAINING 17,718 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES B - Lot 44 (Being Tax ID No. 410-1953400000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the east side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 44, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the east right-of-way line of Sawgrass Drive, said point being a corner of Lot 43; thence extending Lot 43 the two (02) following courses and distances: [1] South eighty-eight (88) degrees eleven (11) minutes twenty-four (24) seconds East, a distance of one hundred thirty-three and seventy-three hundredths (133.73) feet to a point; and [2] North sixty-two (62) degrees zero (0) minutes eleven (11) seconds East, a distance of twenty-seven and twelve hundredths (27.12) feet to a point, a corner Crossgates Golf Course; thence extending along the same, South twenty-seven (27) degrees fifty-nine (59) minutes forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to

a point on the North right-of-way line of Chandler Lane; thence extending along Chandler Lane, South sixty-two (62) degrees zero (0) minutes eleven (11) seconds West, a distance of one hundred thirty-two and twenty-three hundredths (132.23) feet to a point on the east right-of-way line of Sawgrass Drive; thence extending along Sawgrass Drive the three (03) following courses and distances: [1] on a line curving to the right having a radius of thirty and zero hundredths (30.00) feet, an arc length of forty-nine and seventy-six hundredths (49.76) feet, a chord bearing of North seventy (70) degrees twenty-eight (28) minutes fifty-eight (58) seconds West and a chord distance of forty-four and twenty-five hundredths (44.25) feet to a point; [2] North twenty-two (22) degrees fifty-eight (58) minutes seven (07) seconds West, a distance of sixteen and fifty-one hundredths (16.51) feet to a point; and [3] on a line curving to the right having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of sixty and forty-five hundredths (60.45) feet, a chord bearing of North eleven (11) degrees one (01) minute thirty-four (34) seconds West and a chord distance of sixty and one hundredth (60.01) feet to the place of Beginning.

CONTAINING 10,941 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES C - Lot 79 (Being Tax ID No. 410-1407600000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the south side of a Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 79, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the south right-of-way line of Sawgrass Drive, said point being a corner of Crossgates Golf Course; thence extending along Sawgrass Drive the five (05) following courses and distances: [1] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of twenty-five and zero hundredths (25.00) feet to a point; [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of five and zero hundredths (5.00) feet to a point; [3] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of eighty-eight and forty-five hundredths (88.45) feet to a point; [4] on a line curving to the left having a radius of two hundred and zero hundredths (200.00) feet, an arc length of eighty-seven and twenty-seven hundredths (87.27) feet, a chord bearing North eighty-eight (88) degrees nine (09) minutes twelve (12) seconds East and a chord distance of eighty-six and fifty-eight hundredths (86.58) feet to a point; and [5] North seventy-five (75) degrees thirty-

nine (39) minutes twelve (12) seconds East, a distance of fifty-seven and forty-six hundredths (57.46) feet to a point, a corner of Lot 80; thence extending along the same the two (02) following courses and distances: [1] South six (06) degrees thirty-three (33) minutes thirty-two (32) seconds East, a distance of sixty-three and twenty-four hundredths (63.24) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of seventeen and twenty-three hundredths (17.23) feet to a point in line of Lot 78; thence extending along the same the two (02) following courses and distances: [1] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of thirty-six and zero hundredths (36.00) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of one hundred forty-five and zero hundredths (145.00) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] North fifty-one (51) degrees fifty-one (51) minutes forty-five (45) seconds West, a distance of one hundred forty-one and seventy-nine hundredths (141.79) feet to a point; and [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of thirty-one and sixty-six hundredths (31.66) feet to the place of Beginning.

CONTAINING 17,208 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES D - Lot 92 (Being Tax ID No. 410-1695900000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the north side of Copperstone Court, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 92, as shown on a Final Subdivision Plan for Crossgates - Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the north right-of-way line of Copperstone Court, said point being a corner of Lot 91; thence extending along Copperstone Court on a line curving to the left having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of one hundred seventeen and seven hundredths (117.07) feet, a chord bearing of South thirty-nine (39) degrees fifty-two (52) minutes six (06) seconds West and a chord distance of one hundred thirteen and ninety-two hundredths (113.92) feet to a point, a corner of Lot 70; thence extending along Lots 70 - 74 and Lots 80 - 91, respectively, the nine (09) following courses and distances: [1] on a line curving to the left having a radius of eighteen and eighty-three hundredths (18.83) feet, an arc length of thirteen and twenty-one hundredths (13.21) feet, a chord bearing of North forty-seven (47) degrees forty-six

(46) minutes four (04) seconds West and a chord distance of twelve and ninety-five hundredths (12.95) feet to a point; [2] North sixty-seven (67) degrees fifty-two (52) minutes twenty (20) seconds West, a distance of two and twenty-eight hundredths (2.28) feet to a point; [3] on a line curving to the right having a radius of one hundred nine and seventeen hundredths (109.17) feet, an arc length of sixty-seven and thirty-nine hundredths (67.39) feet, a chord bearing of North fifty (50) degrees eleven (11) minutes nineteen (19) seconds West and a chord distance of sixty-six and thirty-two hundredths (66.32) feet to a point; [4] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of ninety-eight and twenty hundredths (98.20) feet to a point; [5] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of North twelve (12) degrees twenty-nine (29) minutes forty-three (43) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [6] North fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds East, a distance of ten and forty-four hundredths (10.44) feet to a point; [7] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of South seventy-seven (77) degrees thirty (30) minutes seventeen (17) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [8] South thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds East, a distance of one hundred twenty-eight and sixty-five hundredths (128.65) feet to a point; and [9] on a line curving to the left having a radius of nineteen and thirty-three hundredths (19.33) feet, an arc length of thirteen and seventy-one hundredths (13.71) feet, a chord bearing of South fifty-two (52) degrees forty-nine (49) minutes fifteen (15) seconds East and a chord distance of thirteen and forty-two hundredths (13.42) feet to the place of Beginning.

CONTAINING 25,416 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES E - Lot 114 (Being Part of Tax ID No. 410-0809900000)

ALL THAT CERTAIN piece, parcel or tract of land situated west of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as lot 114, as shown on a Revised Final Subdivision Plan for Crossgates - Phase VII, recorded in Subdivision Plan Book J-230, Page 66 said tract being more fully bounded and described as follows:

BEGINNING at the northeast corner thereof, at a point, a corner of Crossgates Golf Course, said point being a corner of Lot 59; thence extending along Lots 59 - 45, respectively, the six following courses and distances: [1] South forty-

one (41) degrees seventeen (17) minutes zero (00) seconds East, a distance of eighty-five and seven hundredths (85.07) feet to a point; [2] South sixty (60) degrees thirty-seven (37) minutes forty-five (45) seconds East, a distance of sixty and thirteen hundredths (60.13) feet to a point; [3] South thirty-six (36) degrees thirty-two (32) minutes forty-four (44) seconds East, a distance of fifty-nine and eighty-six hundredths (59.86) feet to a point; [4] South seven (07) degrees thirty-three (33) minutes eight (08) seconds West, a distance of one hundred sixty-three and twenty-two hundredths (163.22) feet to a point; [5] South forty-six (46) degrees nine (09) minutes twelve (12) seconds West, a distance of sixty-five and sixteen hundredths (65.16) feet to a point; and [6] South one (01) degree forty-eight (48) minutes thirty-six (36) seconds West, a distance of sixty-nine and sixty-nine hundredths (69.69) feet to a point a corner of Crossgates Golf Course; thence extending along the same the nine following courses and distances: [1] South thirty-four (34) degrees fifty (50) minutes thirty-six (36) seconds West, a distance of ten and twenty hundredths (10.20) feet to a point; [2] North thirty (30) degrees three (03) minutes fifty-five (55) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point; [3] North zero (00) degrees twenty-two (22) minutes thirty (30) seconds West, a distance of one hundred sixty-five and zero hundredths (65.00) feet to a point; [4] North eight (08) degrees twenty-five (25) minutes forty-one (41) seconds East, a distance of fifty-three and zero hundredths (53.00) feet to a point; [5] North twenty-five (25) degrees thirteen (13) minutes fifty-eight (58) seconds West, a distance of fifty-six and zero hundredths (56.00) feet to a point; [6] North thirteen (13) degrees fourteen (14) minutes twenty-seven (27) seconds East, a distance of sixty-four and nineteen hundredths (64.19) feet to a point; [7] North five (05) degrees twenty-three (23) minutes forty-three (43) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point; [8] North twenty-eight (28) degrees thirteen (13) minutes four (04) seconds West, a distance of sixty and fifty-two hundredths (60.52) feet to a point; and [9] North sixty-one (61) degrees forty-six (46) minutes fifty-six (56) seconds East, a distance of twenty-two and ninety-six hundredths (22.96) feet to a point to the place of Beginning.

CONTAINING 37,369 Square Feet.

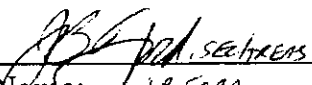
BEING PART OF THE SAME PREMISES which Pennsylvania Power & Light Company by Deed dated July 19, 1971, and recorded August 11, 1971, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 61, Page 401, et seq. granted and conveyed unto Beverly Estates, Inc., a Pennsylvania corporation. On December 29, 1977, Articles of Merger were filed with the Pennsylvania Department of State whereby the said Beverly Estates, Inc., merged and is now known as Murry Development Corporation.

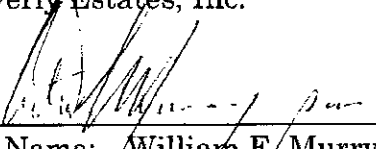
ALSO BEING PART OF THE SAME PREMISES which E.E. Murry Construction Co., by Deed dated and recorded October 29, 1976, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 69, Page 0475, et seq. granted and conveyed unto Murry Development Corporation, a Pennsylvania corporation, its successors and/or assigns.

The Grantor covenants that it will warrant specially the property hereby conveyed.

In Witness Whereof the Grantor has executed this Deed the day and year above written.

MURRY DEVELOPMENT CORPORATION,
a Pennsylvania corporation, formerly known
as Beverly Estates, Inc.

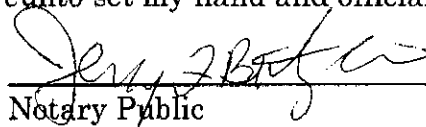
Attest: 
Name: J.B. FORD
Title: SECRETARY/TREASURER

By: 
Name: William E. Murry
Title: President

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

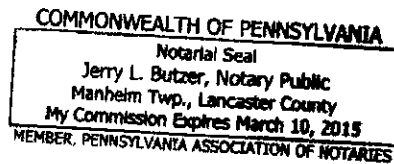
ON THIS the 9th day of December, 2013, before me, the undersigned Notary Public, personally appeared WILLIAM E. MURRY, who acknowledged himself to be the President of MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as BEVERLY ESTATES, INC., and the he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

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



Notary Public

My Commission Expires:



I hereby certify that the precise address of the within Grantee is 1899 Lititz Pike, Lancaster, PA 17601.



On Behalf of Grantee

REV-183 EX (04-10)



pennsylvania
DEPARTMENT OF REVENUE
Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	\$0.00
Book Number	6120753
Page Number	
Date Recorded	12/12/2013 04:24:07 PM

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: Stacey L. Morgan, Esquire - Brubaker Connaughton Goss & Lucarelli LLC Telephone Number: (717) 945-5745

Mailing Address	City	State	ZIP Code
480 New Holland Avenue, Suite 6205	Lancaster	PA	17602

B. TRANSFER DATA

Grantor(s)/Lessor(s)
Murry Development Corporation

Mailing Address
1899 Lititz Pike

City
Lancaster

State
PA

ZIP Code
17601

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)
Crossgates Homeowner's Association, Inc.

Mailing Address
1899 Lititz Pike

City
Lancaster

State
PA

ZIP Code
17601

D. REAL ESTATE LOCATION

Street Address
See Attached Exhibit A

City, Township, Borough
Manor Township

County	School District	Tax Parcel Number
Lancaster	Penn Manor School District	See Attached

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration <u>1.00</u>	2. Other Consideration <u>+ 0.00</u>	3. Total Consideration <u>= 1.00</u>
4. County Assessed Value <u>See Attached</u>	5. Common Level Ratio Factor <u>X 1.24</u>	6. Fair Market Value <u>= See Attached</u>

F. EXEMPTION DATA

1a. Amount of Exemption Claimed <u>100%</u>	1b. Percentage of Grantor's Interest in Real Estate <u>100%</u>	1c. Percentage of Grantor's Interest Conveyed <u>100%</u>
--	--	--

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Conveyance of common open space to Homeowner's Association
and is therefore exempt from Pennsylvania realty transfer taxes.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party
Brubaker Connaughton Goss & Lucarelli LLC

Date
12/12/13

By: [Signature]

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

**REALTY TRANSFER TAX
STATEMENT OF VALUE
ATTACHMENT**

C. PROPERTY LOCATION

<u>Street Address:</u>	<u>Tax Parcel No.</u>
Sawgrass Drive (Lot 37)	410-2088300000
Sawgrass Drive (Lot 44)	410-1953400000
Sawgrass Drive (Lot 79)	410-1407600000
Copperstone Court (Lot 92)	410-1695900000
Lot 114	410-0809900000 (P/O)

D. VALUATION DATA

PARCEL	ASSESSED VALUE	COMMON LEVEL RATIO FACTOR	FAIR MARKET VALUE
410-2088300000	42,400.00	1.24	52,576.00
410-1953400000	41,000.00	1.24	50,840.00
410-1407600000	42,300.00	1.24	52,452.00
410-1695900000	43,900.00	1.24	54,436.00
410-0809900000 (Part of)	Not Separately Assessed	1.24	Not Separately Assessed

Lancaster County

Bonnie L. Bowman
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



3619776-0004-

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 11

Document Type: DEED	Transaction #: 3548009 - 1 Doc(s)																		
Transaction Reference: 1584-001	Document Page Count: 10																		
Document Reference: 1584-001	Operator Id:																		
RETURN TO: (chrisw@bcgl-law.com) **PLEASE NOTE: Recorded documents with completed Cover Pages are returned via email to the email address(es) identified above. Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602	SUBMITTED BY: (chrisw@bcgl-law.com) Christine D. Wilson 480 New Holland Avenue Suite 6205 Lancaster, PA 17602																		
* PROPERTY DATA: Parcel ID #: Municipality: MANOR TOWNSHIP (100%) School District: PENN MANOR SD																			
* ASSOCIATED DOCUMENT(S):																			
<table border="0"> <tr> <td colspan="2">FEES / TAXES:</td> </tr> <tr> <td>RECORDING FEE: DEED</td> <td>\$13.00</td> </tr> <tr> <td>CRC #6544</td> <td>\$2.00</td> </tr> <tr> <td>RIF #6543</td> <td>\$3.00</td> </tr> <tr> <td>WRIT TAX</td> <td>\$0.50</td> </tr> <tr> <td>AFF HSG #6557</td> <td>\$11.50</td> </tr> <tr> <td>PA SURCHARGE #6548</td> <td>\$23.50</td> </tr> <tr> <td>EXTRA PAGE FEE</td> <td>\$12.00</td> </tr> <tr> <td>Total:</td> <td>\$65.50</td> </tr> </table>		FEES / TAXES:		RECORDING FEE: DEED	\$13.00	CRC #6544	\$2.00	RIF #6543	\$3.00	WRIT TAX	\$0.50	AFF HSG #6557	\$11.50	PA SURCHARGE #6548	\$23.50	EXTRA PAGE FEE	\$12.00	Total:	\$65.50
FEES / TAXES:																			
RECORDING FEE: DEED	\$13.00																		
CRC #6544	\$2.00																		
RIF #6543	\$3.00																		
WRIT TAX	\$0.50																		
AFF HSG #6557	\$11.50																		
PA SURCHARGE #6548	\$23.50																		
EXTRA PAGE FEE	\$12.00																		
Total:	\$65.50																		

Please attach when submitting document for recording

NOTE: If document data differs from cover sheet, document data always controls.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

ORIGINAL

PREPARED BY: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
RETURN TO: BRUBAKER CONNAUGHTON GOSS & LUCARELLI LLC
480 NEW HOLLAND AVENUE, SUITE 6205
LANCASTER, PA 17602
(717) 945-5745
TAX ID NOS. 410-2088300000, 410-1953400000,
410-1407600000, 410-1695900000
and Part of 410-0809900000

**Not Searched-Not Certified
This Deed**

Made this 9th day of December, in the year Two Thousand Thirteen (2013),

Between MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as Beverly Estates, Inc., with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantor")

and

CROSSGATES HOMEOWNER'S ASSOCIATION, INC., a Pennsylvania nonprofit corporation, with offices at 1899 Lititz Pike, Lancaster, PA 17601, ("Grantee")

Witnesseth, that in consideration of One and 00/100 Dollar (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, the Grantor does hereby grant and convey to the Grantee, its successors and/or assigns:

PREMISES A - Lot 37 (Being Tax ID No. 410-2088300000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the southeast side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 37, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the southeast right-of-way line of Sawgrass Drive, said point being a corner of Lot 38; thence extending along Sawgrass Drive

the three (03) following courses and distances: [1] North forty-six (46) degrees nine (09) minutes twelve (12) seconds East, a distance of fifty-five and eighty-one hundredths (55.81) feet to a point; [2] on a line curving to the left having a radius of one hundred ninety-five and zero hundredths (195.00) feet, an arc length of one hundred fifty-nine and ninety-six hundredths (159.96) feet, a chord bearing of North twenty-two (22) degrees thirty-nine (39) minutes twelve (12) seconds East and a chord distance of one hundred fifty-five and fifty-one hundredths (155.51) feet to a point; and [3] North zero (00) degrees fifty (50) minutes forty-eight (48) seconds West, a distance of one hundred forty-six and ninety-seven hundredths (146.97) feet to a point, a corner of Lot 36; thence extending along the same, North eighty-nine (89) degrees nine (09) minutes twelve (12) seconds East, a distance of one hundred one and eighty-eight hundredths (101.88) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] South twenty-one (21) degrees thirty-three (33) minutes sixteen (16) seconds West, a distance of three hundred forty and twenty-seven hundredths (340.27) feet to a point; and [2] South fifty-six (56) degrees five (05) minutes ten (10) seconds West, a distance of seventy and zero hundredths (70.00) feet to a point in line of Lot 38; thence extending along the same, North thirty-three (33) degrees fifty-four (54) minutes fifty (50) seconds West, a distance of thirty and zero hundredths (30.00) feet to the place of Beginning.

CONTAINING 17,718 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES B - Lot 44 (Being Tax ID No. 410-195340000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the east side of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 44, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the east right-of-way line of Sawgrass Drive, said point being a corner of Lot 43; thence extending Lot 43 the two (02) following courses and distances: [1] South eighty-eight (88) degrees eleven (11) minutes twenty-four (24) seconds East, a distance of one hundred thirty-three and seventy-three hundredths (133.73) feet to a point; and [2] North sixty-two (62) degrees zero (0) minutes eleven (11) seconds East, a distance of twenty-seven and twelve hundredths (27.12) feet to a point, a corner Crossgates Golf Course; thence extending along the same, South twenty-seven (27) degrees fifty-nine (59) minutes forty-nine (49) seconds East, a distance of forty and zero hundredths (40.00) feet to

a point on the North right-of-way line of Chandler Lane; thence extending along Chandler Lane, South sixty-two (62) degrees zero (0) minutes eleven (11) seconds West, a distance of one hundred thirty-two and twenty-three hundredths (132.23) feet to a point on the east right-of-way line of Sawgrass Drive; thence extending along Sawgrass Drive the three (03) following courses and distances: [1] on a line curving to the right having a radius of thirty and zero hundredths (30.00) feet, an arc length of forty-nine and seventy-six hundredths (49.76) feet, a chord bearing of North seventy (70) degrees twenty-eight (28) minutes fifty-eight (58) seconds West and a chord distance of forty-four and twenty-five hundredths (44.25) feet to a point; [2] North twenty-two (22) degrees fifty-eight (58) minutes seven (07) seconds West, a distance of sixteen and fifty-one hundredths (16.51) feet to a point; and [3] on a line curving to the right having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of sixty and forty-five hundredths (60.45) feet, a chord bearing of North eleven (11) degrees one (01) minute thirty-four (34) seconds West and a chord distance of sixty and one hundredth (60.01) feet to the place of Beginning.

CONTAINING 10,941 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect.

PREMISES C - Lot 79 (Being Tax ID No. 410-1407600000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the south side of a Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 79, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the south right-of-way line of Sawgrass Drive, said point being a corner of Crossgates Golf Course; thence extending along Sawgrass Drive the five (05) following courses and distances: [1] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of twenty-five and zero hundredths (25.00) feet to a point; [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of five and zero hundredths (5.00) feet to a point; [3] South seventy-nine (79) degrees twenty (20) minutes forty-eight (48) seconds East, a distance of eighty-eight and forty-five hundredths (88.45) feet to a point; [4] on a line curving to the left having a radius of two hundred and zero hundredths (200.00) feet, an arc length of eighty-seven and twenty-seven hundredths (87.27) feet, a chord bearing North eighty-eight (88) degrees nine (09) minutes twelve (12) seconds East and a chord distance of eighty-six and fifty-eight hundredths (86.58) feet to a point; and [5] North seventy-five (75) degrees thirty-

nine (39) minutes twelve (12) seconds East, a distance of fifty-seven and forty-six hundredths (57.46) feet to a point, a corner of Lot 80; thence extending along the same the two (02) following courses and distances: [1] South six (06) degrees thirty-three (33) minutes thirty-two (32) seconds East, a distance of sixty-three and twenty-four hundredths (63.24) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of seventeen and twenty-three hundredths (17.23) feet to a point in line of Lot 78; thence extending along the same the two (02) following courses and distances: [1] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of thirty-six and zero hundredths (36.00) feet to a point; and [2] South fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds West, a distance of one hundred forty-five and zero hundredths (145.00) feet to a point, a corner of Crossgates Golf Course; thence extending along the same the two (02) following courses and distances: [1] North fifty-one (51) degrees fifty-one (51) minutes forty-five (45) seconds West, a distance of one hundred forty-one and seventy-nine hundredths (141.79) feet to a point; and [2] North ten (10) degrees thirty-nine (39) minutes twelve (12) seconds East, a distance of thirty-one and sixty-six hundredths (31.66) feet to the place of Beginning.

CONTAINING 17,208 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES D - Lot 92 (Being Tax ID No. 410-1695900000)

ALL THAT CERTAIN piece, parcel or tract of land situated on the north side of Copperstone Court, located in Manor Township, Lancaster County, Pennsylvania, being known as Lot 92, as shown on a Final Subdivision Plan for Crossgates – Phase VII, prepared by David Miller/Associates, Inc., Drawing No. 89-167.15, recorded in Subdivision Plan Book J-227, Page 98, said tract being more fully bounded and described as follows:

BEGINNING at a point on the north right-of-way line of Copperstone Court, said point being a corner of Lot 91; thence extending along Copperstone Court on a line curving to the left having a radius of one hundred forty-five and zero hundredths (145.00) feet, an arc length of one hundred seventeen and seven hundredths (117.07) feet, a chord bearing of South thirty-nine (39) degrees fifty-two (52) minutes six (06) seconds West and a chord distance of one hundred thirteen and ninety-two hundredths (113.92) feet to a point, a corner of Lot 70; thence extending along Lots 70 – 74 and Lots 80 – 91, respectively, the nine (09) following courses and distances: [1] on a line curving to the left having a radius of eighteen and eighty-three hundredths (18.83) feet, an arc length of thirteen and twenty-one hundredths (13.21) feet, a chord bearing of North forty-seven (47) degrees forty-six

(46) minutes four (04) seconds West and a chord distance of twelve and ninety-five hundredth (12.95) feet to a point; [2] North sixty-seven (67) degrees fifty-two (52) minutes twenty (20) seconds West, a distance of two and twenty-eight hundredths (2.28) feet to a point; [3] on a line curving to the right having a radius of one hundred nine and seventeen hundredths (109.17) feet, an arc length of sixty-seven and thirty-nine hundredths (67.39) feet, a chord bearing of North fifty (50) degrees eleven (11) minutes nineteen (19) seconds West and a chord distance of sixty-six and thirty-two hundredths (66.32) feet to a point; [4] North thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds West, a distance of ninety-eight and twenty hundredths (98.20) feet to a point; [5] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of North twelve (12) degrees twenty-nine (29) minutes forty-three (43) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [6] North fifty-seven (57) degrees twenty-nine (29) minutes forty-three (43) seconds East, a distance of ten and forty-four hundredths (10.44) feet to a point; [7] on a line curving to the right having a radius of fifty-nine and seventeen hundredths (59.17) feet, an arc length of ninety-two and ninety-four hundredths (92.94) feet, a chord bearing of South seventy-seven (77) degrees thirty (30) minutes seventeen (17) seconds East and a chord distance of eighty-three and sixty-eight hundredths (83.68) feet to a point; [8] South thirty-two (32) degrees thirty (30) minutes seventeen (17) seconds East, a distance of one hundred twenty-eight and sixty-five hundredths (128.65) feet to a point; and [9] on a line curving to the left having a radius of nineteen and thirty-three hundredths (19.33) feet, an arc length of thirteen and seventy-one hundredths (13.71) feet, a chord bearing of South fifty-two (52) degrees forty-nine (49) minutes fifteen (15) seconds East and a chord distance of thirteen and forty-two hundredths (13.42) feet to the place of Beginning.

CONTAINING 25,416 Square Feet.

UNDER AND SUBJECT TO all matters of record to the extent the same are in full force and effect

PREMISES E – Lot 114 (Being Part of Tax ID No. 410-0809900000)

ALL THAT CERTAIN piece, parcel or tract of land situated west of Sawgrass Drive, located in Manor Township, Lancaster County, Pennsylvania, being known as lot 114, as shown on a Revised Final Subdivision Plan for Crossgates – Phase VII, recorded in Subdivision Plan Book J-230, Page 66 said tract being more fully bounded and described as follows:

BEGINNING at the northeast corner thereof, at a point, a corner of Crossgates Golf Course, said point being a corner of Lot 59; thence extending along Lots 59 – 45, respectively, the six following courses and distances: [1] South forty-

one (41) degrees seventeen (17) minutes zero (00) seconds East, a distance of eighty-five and seven hundredths (85.07) feet to a point; [2] South sixty (60) degrees thirty-seven (37) minutes forty-five (45) seconds East, a distance of sixty and thirteen hundredths (60.13) feet to a point; [3] South thirty-six (36) degrees thirty-two (32) minutes forty-four (44) seconds East, a distance of fifty-nine and eighty-six hundredths (59.86) feet to a point; [4] South seven (07) degrees thirty-three (33) minutes eight (08) seconds West, a distance of one hundred sixty-three and twenty-two hundredths (163.22) feet to a point; [5] South forty-six (46) degrees nine (09) minutes twelve (12) seconds West, a distance of sixty-five and sixteen hundredths (65.16) feet to a point; and [6] South one (01) degree forty-eight (48) minutes thirty-six (36) seconds West, a distance of sixty-nine and sixty-nine hundredths (69.69) feet to a point a corner of Crossgates Golf Course; thence extending along the same the nine following courses and distances: [1] South thirty-four (34) degrees fifty (50) minutes thirty-six (36) seconds West, a distance of ten and twenty hundredths (10.20) feet to a point; [2] North thirty (30) degrees three (03) minutes fifty-five (55) seconds West, a distance of one hundred twenty and zero hundredths (120.00) feet to a point; [3] North zero (00) degrees twenty-two (22) minutes thirty (30) seconds West, a distance of one hundred sixty-five and zero hundredths (65.00) feet to a point; [4] North eight (08) degrees twenty-five (25) minutes forty-one (41) seconds East, a distance of fifty-three and zero hundredths (53.00) feet to a point; [5] North twenty-five (25) degrees thirteen (13) minutes fifty-eight (58) seconds West, a distance of fifty-six and zero hundredths (56.00) feet to a point; [6] North thirteen (13) degrees fourteen (14) minutes twenty-seven (27) seconds East, a distance of sixty-four and nineteen hundredths (64.19) feet to a point; [7] North five (05) degrees twenty-three (23) minutes forty-three (43) seconds East, a distance of twenty-eight and zero hundredths (28.00) feet to a point; [8] North twenty-eight (28) degrees thirteen (13) minutes four (04) seconds West, a distance of sixty and fifty-two hundredths (60.52) feet to a point; and [9] North sixty-one (61) degrees forty-six (46) minutes fifty-six (56) seconds East, a distance of twenty-two and ninety-six hundredths (22.96) feet to a point to the place of Beginning.

CONTAINING 37,369 Square Feet.


BEING PART OF THE SAME PREMISES which Pennsylvania Power & Light Company by Deed dated July 19, 1971, and recorded August 11, 1971, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 61, Page 401, et seq. granted and conveyed unto Beverly Estates, Inc., a Pennsylvania corporation. On December 29, 1977, Articles of Merger were filed with the Pennsylvania Department of State whereby the said Beverly Estates, Inc., merged and is now known as Murry Development Corporation.

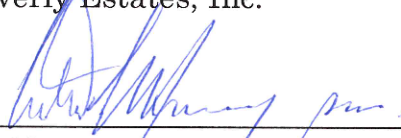
ALSO BEING PART OF THE SAME PREMISES which E.E. Murry Construction Co., by Deed dated and recorded October 29, 1976, in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, in Deed Book K, Page 69, Page 0475, et seq. granted and conveyed unto Murry Development Corporation, a Pennsylvania corporation, its successors and/or assigns.

The Grantor covenants that it will warrant specially the property hereby conveyed.

In Witness Whereof the Grantor has executed this Deed the day and year above written.

MURRY DEVELOPMENT CORPORATION,
a Pennsylvania corporation, formerly known
as Beverly Estates, Inc.

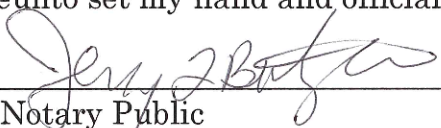
Attest: 
Name: J.B. FORD
Title: SECRETARY/TREASURER

By: 
Name: William E. Murry
Title: President

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

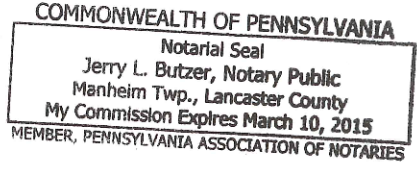
ON THIS the 9TH day of December, 2013, before me, the undersigned Notary Public, personally appeared WILLIAM E. MURRY, who acknowledged himself to be the President of MURRY DEVELOPMENT CORPORATION, a Pennsylvania corporation, formerly known as BEVERLY ESTATES, INC., and the he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

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



Notary Public

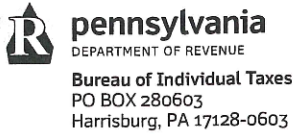
My Commission Expires:



I hereby certify that the precise address of the within Grantee is 1899 Lititz Pike, Lancaster, PA 17601.



On Behalf of Grantee



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid
Book Number
Page Number
Date Recorded

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name Stacey L. Morgan, Esquire - Brubaker Connaughton Goss & Lucarelli LLC		Telephone Number: (717) 945-5745	
Mailing Address 480 New Holland Avenue, Suite 6205	City Lancaster	State PA	ZIP Code 17602

B. TRANSFER DATA

C. Date of Acceptance of Document

Grantor(s)/Lessor(s) Murry Development Corporation			Grantee(s)/Lessee(s) Crossgates Homeowner's Association, Inc.		
Mailing Address 1899 Lititz Pike			Mailing Address 1899 Lititz Pike		
City Lancaster	State PA	ZIP Code 17601	City Lancaster	State PA	ZIP Code 17601

D. REAL ESTATE LOCATION

Street Address See Attached Exhibit A		City, Township, Borough Manor Township	
County Lancaster	School District Penn Manor School District	Tax Parcel Number See Attached	

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration 1.00	2. Other Consideration +0.00	3. Total Consideration = 1.00
4. County Assessed Value See Attached	5. Common Level Ratio Factor X 1.24	6. Fair Market Value = See Attached

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Grantor's Interest in Real Estate 100%	1c. Percentage of Grantor's Interest Conveyed 100%
---	---	---

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) Conveyance of common open space to Homeowner's Association
and is therefore exempt from Pennsylvania realty transfer taxes.

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party Brubaker Connaughton Goss & Lucarelli LLC By:	Date 12/12/13
---	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

**REALTY TRANSFER TAX
STATEMENT OF VALUE
ATTACHMENT**

C. PROPERTY LOCATION

<u>Street Address:</u>	<u>Tax Parcel No.</u>
Sawgrass Drive (Lot 37)	410-2088300000
Sawgrass Drive (Lot 44)	410-1953400000
Sawgrass Drive (Lot 79)	410-1407600000
Copperstone Court (Lot 92)	410-1695900000
Lot 114	410-0809900000 (P/O)

D. VALUATION DATA

PARCEL	ASSESSED VALUE	COMMON LEVEL RATIO FACTOR	FAIR MARKET VALUE
410-2088300000	42,400.00	1.24	52,576.00
410-1953400000	41,000.00	1.24	50,840.00
410-1407600000	42,300.00	1.24	52,452.00
410-1695900000	43,900.00	1.24	54,436.00
410-0809900000 (Part of)	Not Separately Assessed	1.24	Not Separately Assessed