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SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CROSSGATES SOUTH
RE: Crossgates Development - Phase VI - Lots 32- 46

Murry Development Corporation ("Declarant") recorded a "Declaration of Covenants, Conditions and Restrictions for Crossgates South" ("Crossgates South Declaration") in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Record Book 3676, Page 1 et seq. on October 29, 1992. The property encompassing Crossgates South was also subjected to the "Declaration of Covenants, Conditions and Restrictions for Crossgates" ("Original Declaration") as recorded 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 III is recorded in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania in Subdivision Plan Book J-180, Page 56. In Article I, Section 4 of the Crossgates South Declaration, Declarant reserved the right to enlarge Crossgates South.

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 57); and (2) a tract of land (Lots 32 to 46) that will be subjected to the Crossgates South Declaration, in addition to the Original Declaration. This Supplement to the Crossgates South Declaration shall apply to the Lots 32 to 46 as depicted upon the Final Plan for Phase VI. As stated above, Declarant has filed the Final Plan. Plan

Note No. 12 of the Final Plan indicates:



Lots 32 to 46 as more fully described on the Final Subdivision Plan for Crossgates 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 Crossgates South", as more fully appears of record in the Recorder of Deeds 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 South by the addition of Lots 32 to 46, 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. 12.

For purposes of clarification, Declarant confirms that the Crossgates South Homeowners' Association shall provide the following services with respect to Lots 32 to 46 of Phase VI:



(i) Maintenance, repair and replacement of the private street and the overflow parking areas within Lot 46 of Phase VI;

(ii) Snow removal on all private streets and the overflow parking areas within Lot 46 of Phase VI and all driveways and front yard sidewalks within Lots 32 to 45 of Phase VI;

(iii) Maintenance of only grass areas (excluding grass within screened or fenced areas) within the residential lots of the Phase VI (Lots 32 to 45) shall be the responsibility of the Association; and

(iv) Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located in the private street on Lot 46 of Phase VI including without limitation swales, stormwater piping, inlets stormwater manholes, endwalls, and riprap aprons, shall be the responsibility of the Crossgates South Homerowners' Association. Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located on Lots 32-45 of Phase VI including without limitation swales, stormwater piping, inlets stormwater manholes, endwalls, and riprap aprons, shall be the responsibility of the Lot Owner.

For purposes of clarification, Declarant confirms that the Crossgates Homeowners' Association shall provide the following services and have the following powers with respect to Lots 32 to 46 of Phase VI:

(i) Maintenance, repair and replacement of the mail box building located on Lot 46 of Phase VI; and

(ii) The Crossgates Homeowners' Association shall own Lot 46 of Phase VI 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 46 of Phase VI will be undertaken and performed by the Crossgates South Homeowners' Association at its own expense.

In addition to the restrictions contained within the Original Declaration and Crossgates South Declaration, Lots 32 through 46 of Phase VI shall be subject to the following:

(i) 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 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.

(ii) 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.

(iii) Fences and Landscaping. No Lot Owner (other than Declarant) shall install any fence, wall, structure or landscaping without prior written permission from the Declarant and the Board of Directors of the Association. 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 a property line abutting to the golf course (Lots 37-45). 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 the Association. If approved, fences shall be constructed of bronze colored aluminum one half ($\frac{1}{2}$) inch square pickets spaced four (4) inches on center with a maximum height of six (6) feet, unless the Declarant and Association 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 (i.e. on Lots 37-45) 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 (Lots 37-45) 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.

If such approved fence, wall, landscaping or other structure encloses, screens or otherwise inhibits the ability of the Association to maintain the grass and landscaped areas on the Lot, as determined by the Board of Directors of the Association in their sole discretion, the Lot Owner shall be responsible for the maintenance of the landscaping and grass areas within such fence, landscaping or other structure. Further, to the extent fencing, walls or landscaping are permitted under this subsection, it is expressly understood that the Lot Owner shall be responsible for the maintenance of the entire fence, wall and/or landscaping, i.e. both sides of the fence. Additionally, the Declarant and/or the Association 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 and/or the Association initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant and/or the Association shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this subsection.

(iv) Changes to Grading of Lot. No Lot Owner (other than Declarant) shall change the grade of his/her or their Lot without prior written permission from the Declarant, the Board of Directors of the Association and Manor Township(if necessary), provided that 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 or their Lot without the written permission of the Declarant and the Board of Directors or in contravention of the Grading Plan, and Declarant exercises its rights under section (ii) 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 (in accordance with section (ii)) 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.

(v) Pedestrian Easements. Declarant reserves for itself, the Association, Master Association and Owners of all Lots on the Property 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 Lot 46 of the Property upon which the Declarant constructs the walkways.

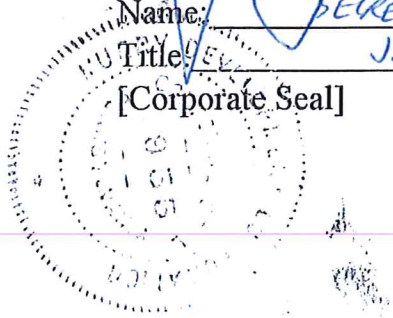
For purposes of clarification, Declarant confirms that, as contemplated by Article VI of the Crossgates South Declaration, Declarant has established a golf course on property owned by Declarant and adjacent to the property originally encompassing Crossgates South and the Property added thereto by this Supplement. All rights in favor of Declarant referenced in

this Supplement shall be deemed to benefit the land comprising the golf course and its current owner, in addition to Declarant as the owner and developer of Lots within Crossgates South, as expanded. Notwithstanding any other provision of this Supplement to the Crossgates South 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 Supplement to the Crossgates South Declaration after the sale of the last Lot within the Crossgates South, as expanded, by Declarant. Nothing herein shall be construed as requiring the golf course or its owner to comply with the terms of this Supplement to the Crossgates South Declaration, the Crossgates South Declaration or the Original Declaration.

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

Murry Development Corporation
By: [Signature] 6/17/03
Name: WILLIAM E MURRY
Title: PRESIDENT

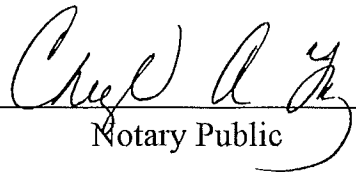
Attest: [Signature]
Name: SECRETARY/TREASURER
Title: J.B. FORD
[Corporate Seal]



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

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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
Remaining Lands (Lots 32 – 46)
Manor Township

May 20, 2003

ALL THAT CERTAIN piece, parcel or tract of land situated on the West side of Garrity Road, located in Manor Township, Lancaster County, Pennsylvania, being known as Remaining Lands (Lots 32 – 46), 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 47; thence extending along Garrity Road, South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred twenty and zero hundredths (120.00) feet to a point, a corner of Lot 31; thence extending along the same, the three (03) following courses and distances: [1] on a line curving to the left, 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 North sixty-four (64) degrees three (03) minutes five (05) seconds West, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point; [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; and [3] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred fifty and zero hundredths (150.00) feet to a point in line of Lot 30; thence extending along the same, and along Lots 28 – 26, respectively, South seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds West, a distance of three hundred ten and zero hundredths (310.00) feet to a point, a corner of Lot 58; thence extending along the same, the seven (07) following courses and distances: [1] North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one hundred thirty-five and zero hundredths (135.00) feet to a point; [2] South seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds West, a distance of eighty-nine and ninety-two hundredths (89.92) feet to a point; [3] North seventy-eight (78) degrees forty-four (44) minutes twenty-seven (27) seconds West, a distance of fifty-eight and one hundredth (58.01) feet to a point; [4] North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of ninety and seventy-two hundredths (90.72) feet to a point; [5] North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of one hundred forty and zero hundredths (140.00) feet to a point; [6] North nineteen (19) degrees three (03) minutes five (05) seconds West, a distance of one

Legal Description
Crossgates - Phase VI
Remaining Lands (Lots 32 - 46)
Page 2

hundred twenty-five and zero hundredths (125.00) feet to a point; and [7] North seventy (70) degrees fifty-six (56) minutes fifty-five (55) seconds East, a distance of three hundred ten and zero hundredths (310.00) feet to a point in line of Lot 47; thence extending along the same, the three (03) following courses and distances: [1] South nineteen (19) degrees three (03) minutes five (05) seconds East, a distance of one hundred fifty and zero hundredths (150.00) feet to a point; [2] 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 [3] on a line curving to the left, 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 North twenty-five (25) degrees fifty-six (56) minutes fifty-five (55) seconds East, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to the place of BEGINNING.

CONTAINING 3.1230 Acres

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



[Signature]
STEVE McDONALD
Recorder of Deeds



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