

November 30, 2021

Dear Crossgates Master Homeowners,

I hope this letter finds you well!

After much consideration, the Crossgates Master Homeowners Association Executive Board chose to postpone and not reschedule the 2021 annual meeting to ensure safety measures are taken with regard to Covid-19. Although the Board considered a Zoom format, it was decided an in-person meeting is preferred. In April 2022, there will be an annual meeting at the Grace United Methodist Church in Millersville. The time and date will be announced in 2022 through the meeting notice which will be mailed to all members.

Enclosed you will find several handouts including the December 2020 Balance Sheet, 2020 Budget vs. Actual Report, and the 2022 Budget. A year's summary providing several projects completed and the status of the election. Finally, a revised copy of the Crossgates Master HOA Rules and Regulations as of September 2021 which are effective immediately. Please update your Crossgates Master governing documents to include the enclosed Rules. If you have tenants in your unit, please ensure these documents are shared with them as owners are ultimately responsible for violations.

As always, if you have any questions regarding this letter, please do you not hesitate to call us at (717) 824-3071 or email me at kgarland@esqmanagement.com.

Sincerely,

Kimberly Garland-Klopp Community Manager

CMHOA 2020 & 2021 Community Updates:

- 1. Please be reminded that fireworks are not permitted in the Association and there are firework restrictions in Millersville Borough and Manor Township.
- 2. Assessments increased in January 2021 to \$150 per quarter.
- 3. Pine Brook Farms was awarded the landscaping and snow removal contracts.
- 4. Continued maintenance of common elements (mailbox kiosks, landscape beds, light repairs, sign repairs, trees/stumps, limb collections, cleanup as needed, turf applications)
- 5. Spring & Fall walk through completed and projects were assigned to be completed by the Association's preferred vendors (Conrad's Tree, Pine Brook, and Brunner's Landscaping, Dorn Electric).
- 6. Lamp post at Crestgate & Timbergate repaired by UGI.
- 7. Sawgrass Island several dead trees removed by Conrad's Tree and future replacement options are being reviewed.
- 8. Rivergate Island was cleaned up & plants installed by Brunner Estate Gardening.
- 9. Foxgate/Crestgate walking path fence caps were installed by Amicus Construction Group to prolong fence life and prevent future rot.
- 10. Drainage Project Phase 1 (tennis court/Thorngate/Briargate) & Phase 2 (Rivergate) completed by BR Kreider.
- 11. Drainage Project/Swale Cleanup (Rivergate) is assigned to BR Kreider. Project was scheduled in 2021 and has been postponed to spring 2022 due to scheduling delays.
- 12. Jim's Paving completed paving repairs to several areas of the Master walking paths and line painting to common area parking pads on Stonegate & Windgate Courts.
- 13. Tennis Court fence repair is required. We continue to contact fence vendors to schedule as soon as possible; however, vendor schedules are delayed significantly.
- 14. Rules and Regulations were revised and approved by the Board.
- 15. Schedule of Fines Resolution Policy was approved by the Board and provided to members.
- 16. Murry completed final paving to several roads in newer construction in Crossgates South (Sawgrass).
- 17. Future projects include beatification of Sawgrass Island, Creekgate island, tennis court, basketball court, tree removals/replacements, power washing & painting of mailbox kiosks, continued general maintenance.

Election:

In 2020 the two-year terms of Mike Walker and Pat Frey were affirmed to continue through 2022. In 2021 the twoyear terms of Lin Harley, Jim Murphy, and Francis Stively were affirmed to continue through 2023.

2020 Financial Review:

- As of 12/31/20 the total Operating Account \$51,233.53, total Reserve Account \$125,954.55, and total CDs (5) \$136,324.21.
- There is a total of \$11,240.86 of Owner Assessments that was overdue on 12/31/20, which EAM is working to collect, continuing to diminish this account. The Prepaid Owner Assessments totaled \$39,047.43 on 12/31/20.
- 3. Total Income for 2020 year was \$245,451.59 (includes declarant fees, owner assessments, resale income, interest income, late fee income, and unapplied cash income)
- 4. Total Expenses for 2020 year were \$249,892.50 (includes grounds contracted services, grounds non contracted, snow removal, general repairs, trees, walking paths, electrical/utilities, management fees, insurance, web expenses, business expenses, professional fees, write offs, capital projects, transfer to reserve)
- 5. Operating Net Loss for the 2020 year was \$4,440.91 due to grounds and tree projects.

Crossgates Homeowners Association, Inc. Balance Sheet 12/31/2020

Assets			
Cash 1999 AAB Chashing	851 000 50		
1000 - AAB - Checking 1010 - AAB - Reserve	\$51,233.53		
	\$125,954.55	8177 100 00	
<u>Cash Total</u>		\$177,188.08	
Money Market			
1105 - AAB CD - 13month 9031	\$26,355.56		
1110 - AAB CD - 26month 1269	\$26,370.24		
1115 - AAB CD - 36month 6965	\$26,693.22		
1116 - AAB CD - COD 5770	\$27,717.76		
1117 - AAB CD - COD 1658	\$29,187.43		
Money Market Total		\$136,324.21	
Assets Total			\$313.512.29
Liabilities and Equity			
Equity			
3200 - Opening Balance Equity	\$203,806.79		
Equity Total		\$203,806.79	
Bataland Familian			
Retained Earnings		\$114,148.41	
Net Income		(\$4,440.91)	
		101,110.017	
Liabilities & Equity Total			\$313,512.29

Crossgates Homeowners Association, Inc. Budget Comparison Report 12/1/2020 - 12/31/2020

	12/1/2020 - 12/31/2020		1/1/2020 - 12/31/2020						
		12 112020 - 12/31/2020			1/1/2020 - 12/3/1/2020				
	Actual	Budget	Variance	Percent	Actual	Budget	Variance	Percent	Annual Budget
Income									
Income									
3355 - Declarants Assess Fee	\$0.00	\$858.37	(\$858.37)	(100.00%)	\$13,881.47	\$10,300.00	\$3,581.47	34.77%	\$10,300.00
3385 - Owner Assessment Fee	\$31,339.43	\$16,783.37	\$14,556.06	86.73%	\$211,798.40	\$201,400.00	\$10,398.40	5.16%	\$201,400.00
3375 - Resale Fee Income	\$125.00	\$208.37	(\$83.37)	(40.01%)	\$2,875.00	\$2,500.00	\$375.00	15.00%	\$2,500.00
3400 - Capital Reserve Fee	\$265.00	\$0.00	\$265.00	100.00%	\$3,436.00	\$0.00	\$3,436.00	100.00%	\$0.00
3701 - Other Income	\$0.00	\$0.00	\$0.00	0.00%	\$3,510.00	\$0.00	\$3,510.00	100.00%	\$0.00
3750 - Interest Income	\$142.31	\$250.00	(\$107.69)	(43.08%)	\$2,402.68	\$3,000.00	(\$597.32)	(19.91%)	\$3,000.00
3780 - Late Fee Income	\$176.50	\$208.37	(\$31.87)	(15.29%)	\$3,844.29	\$2,500.00	\$1,344.29	53.77%	\$2,500.00
4080 - Unapplied Cash Payment Income	\$0.00	\$0.00	\$0.00	0.00%	\$3,703.75	\$0.00	\$3,703.75	100.00%	\$0.00
Total Income	\$32,048.24	\$18,308.48	\$13,739.76	75.05%	\$245,451.59	\$219,700.00	\$25,751.59	11.72%	\$219,700.00
Total Income	\$32,048.24	\$18,308.48	\$13,739.76	75.05%	\$245,451.59	\$219,700.00	\$25,751.59	11.72%	\$219,700.00
Expense									
Expense									
4590 - Grounds - Contract Services	\$2,117.00	\$6,041.63	\$3,924.63	64.96%	\$87,269.26	\$72,500.00	(\$14,769.26)	(20.37%)	\$72,500.00
4595 - Grounds - Not Contract	\$0.00	\$2,083.37	\$2,083.37	100.00%	\$34,491.06	\$25,000.00	(\$9,491.06)	(37.96%)	\$25,000.00
4675 - Snow/Ice Removal	\$4,634.50	\$1,125.00	(\$3,509.50)	(311.96%)	\$6,808.50	\$13,500.00	\$6,691.50	49.57%	\$13,500.00
4710 - General Repairs	\$0.00	\$833.37	\$833.37	100.00%	\$3,147.40	\$10,000.00	\$6,852.60	68.53%	\$10,000.00
4711 - Trees	\$0.00	\$666.63	\$666.63	100.00%	\$11,800.00	\$8,000.00	(\$3,800.00)	(47.50%)	\$8,000.00
5045 - Utilities	\$656.18	\$833.37	\$177.19	21.26%	\$7,225.54		\$2,774.46	27.74%	\$10,000.00
5105 - Management Fees	\$2,910.00	\$2,875.00	(\$35.00)	(1.22%)	\$34,650.00	\$34,500.00	(\$150.00)	(0.43%)	\$34,500.00
5505 - General Insurance	\$0.00	\$375.00	\$375.00	100.00%	\$4,031.00	\$4,500.00	\$469.00	10.42%	\$4,500.00
6207 - Web Based Expenses	\$0.00	\$33.37	\$33.37	100.00%	\$150.00	\$400.00	\$250.00	62.50%	\$400.00
6300 - General Business Expense	\$1,757.02	\$333.37	(\$1,423.65)	(427.05%)	\$2,636.19	\$4,000.00	\$1,363.81	34.10%	\$4,000.00
6355 - Bad Debts/Write- Offs	\$2.50	\$0.00	(\$2.50)	(100.00%)	\$162.50	\$0.00	(\$162.50)	(100.00%)	\$0.00
6400 - Resale Expense	\$225.00	\$125.00	(\$100.00)	(80.00%)	\$1,500.00	\$1,500.00	\$0.00	0.00%	\$1,500.00
6500 - Capital Projects	\$0.00	\$2,983.37	\$2,983.37	100.00%	\$56,021.05	\$35,800.00	(\$20,221.05)	(56.48%)	\$35,800.00
Total Expense	\$12,302.20	\$18,308.48	\$6,006.28	32.81%	\$249,892.50	\$219,700.00	(\$30,192.50)	(13.74%)	\$219,700.00
Total Expense	\$12,302.20	\$18,308.48	\$6,006.28	32.81%	\$249,892.50	\$219,700.00	(\$30,192.50)	(13.74%)	\$219,700.00
Operating Net Income	\$19,746.04	\$0.00	\$19,746.04	100.00%	(\$4,440.91)	\$0.00	(\$4,440.91)	100.00%	\$0.00
Net Income	\$19,746.04	\$0.00	\$19,746.04	100.00%	(\$4,440.91)	\$0.00	(\$4,440.91)	100.00%	\$0.00

2022 Budget Master HOA 11/10/21

INCOME

Declarant (58@\$600/4= \$8,700) ^A	\$8,700					
Homeowners (403@\$600=\$241,800) ^B	\$241,800					
Resale (24@\$125) ^C	\$3,000					
Capital Reserve (24@\$300=\$7,200) ^{C,D}	\$7,200					
Interest ^E	\$700					
Late fees	\$2,000					
	¢262.400					
	\$263,400					
EXPENSES						
Grounds - Contract ^F	\$94,000					
Grounds - Non Contract	\$25,000					
Snow/Ice	\$14,000					
General Repairs	\$10,000					
Trees	\$20,000					
Utilities ⁶	\$11,000					
Management Fee (405@\$7.50/mo=\$36,450) ^B	\$36,500					
Insurance	\$4,800					
Web Based	\$400 \$4,000					
General Business Expense	. ,					
Resale Expense (24@\$75=\$1,800 ^C	\$2,000					
Mandated Capital Reserve	\$7,200 \$24,500					
Capital Projects	\$34,500 \$263,400					
	7203,400					

^A Currently 63 ea, down from 75 ea last year
^B Currently 398 ea, up from 387 ea last year
^C Resales totaled 21 , 20 , 23 in '20, 27 thru Sept '21
^D Initiated June '20
^E Interest falling, currently ~\$60/mo
^F Pine Brook mow \$60,900, turf \$27,720; Brunner's \$4,960
^G PPL 25% rate hike

CROSSGATES HOMEOWNERS ASSOCIATION RULES AND REGULATIONS Adopted and approved September 8, 2021

1. <u>GENERAL:</u>

- a. The Crossgates Master Homeowners Association ("Association") Board of Directors has adopted these Rules and Regulations ("Regulations").
- b. Whenever in these Regulations reference is made to "Unit Owners", such term shall apply to the owner of any unit, to their family, tenants whether or not in residence, employees, agents, visitors, and to any guests, invitees or licensees of such Unit Owner. Wherever in these Regulations reference is made to the Association, such references shall include the Association and any Community Manager when Manager is acting on behalf of the Association.
- c. The Association may alter, amend, modify, repeal, or revoke these Regulations and any consent or approval given hereunder at any time. Such action shall be by Resolution of the Board of Directors.
- d. These Regulations do not supersede the Covenants, Conditions and Restrictions for Crossgates. The purpose is to clarify those governing documents and enunciate topics of common and/or prominent occurrence.
- 2. <u>Enforcement</u>: The Association may levy, assess, and collect fines and costs against the homeowner, including placing a lien against the property.
- 3. <u>Assessments:</u> Assessments are due quarterly (January 1, April 1, July 1, and October 1). Coupons are issued to members and assessments can be paid via mail, online, or bill pay. Please visit www.esqmanagement.com for further instruction.
 - a. Capital Contribution: Payable by all incoming buyers at settlement and is equal to two (2) quarters worth of assessments. *Reference Capital Contribution Resolution for additional detail.*
- 4. <u>Speed Limit:</u> Although speed limit signs are not posted, a speed limit of 15 MPH shall be maintained throughout the Association.
- 5. <u>Vehicles</u>: No parking of recreational vehicles or vehicles lacking current registration/inspection or obviously out of service.
- 6. <u>Parking</u>: Parking availability is a concern in the Association. On-street parking is not available. The off-street and common area parking spots are provided for guests, vendors, and limited overflow for owner's vehicles, not for long term nor as a substitute for garage/driveway parking.
 - a. Vehicles may not block garages, driveways, and fire hydrants. Emergency vehicles must have access.
 - b. Parking is not permitted on the land owned by Murry Communities as you enter South Duke Street entrance following the entirety of the left side of Crossland Pass. Vehicles will be towed with no warning at owner's expense.
 - c. Reference Vehicle Rules for additional detail.
- 7. <u>Trash:</u> The Association does not provide trash service. Unit Owners are responsible for engaging their own service provider; trash containers must be removed from the curbside by Noon of the day following collection.
 - a. For Unit Owners residing in Manor Township (except Manor Association) the approved vendors are listed on the website, <u>http://manortownship.net/administration/http-manortownship-net-wp-content-uploads-2020-01-2020-licensed-trash-hauler-list-pdf/</u>.
 - b. For Unit Owners residing in Millersville Borough there is a vendor engaged by the Borough, <u>https://millersvilleborough.org/category/residents/trash-recycling/</u>.

- 8. <u>Storage</u>: No storage of materials on private roads or common ground, in preparation of any building projects is permitted. All materials and supplies must be on Unit Owner's driveway and/or yard and properly disposed of when project is complete.
- 9. <u>Ice melt:</u> The Association is only responsible for snow removal in the common areas, including walking paths and parking pads. Ice melt is to be applied by Unit Owner on private driveways and walkways. This is not the responsibility of the snow contractor.
- 10. <u>Fireworks:</u> Fireworks are not permitted in the Association, since there is not sufficient separation distance from occupied structures anywhere in the community to comply with the law.
- 11. <u>Lights:</u> The Association is responsible for maintenance and repair to the walking path lights. The Association is also responsible for streetlights (service provided by PPL).
 - a. Walking Path Lights Needed maintenance should be reported to management, with pole number included.
 - b. PPL Street lights Unit Owners can contact PPL directly with pole number or report maintenance to management.
- 12. <u>Signage:</u> "For Rent" and "For Sale" signs are the only permitted signs in the Association. No political campaign or vendor signs. *Reference General Signage Rules for additional detail.*
- 13. <u>Décor:</u> Seasonal or holiday decorations may be displayed according to the following schedule:
 - a. Fall Decorations September 15th through November 30th
 - b. Winter Holiday Decorations Thanksgiving through January 15th
 - c. Other calendar holiday decorations such as Valentine's Day, St. Patrick's Day, Easter and Independence Day may be displayed from one week prior to the holiday until one week following the holiday.
 - d. Wreaths or sprays (or other appropriate items) that are not holiday-specific may be displayed on doors throughout its applicable season (or even year-round if not seasonally-specific in nature).
 - e. No large blow-up decorations are allowed.
- 14. <u>Architectural Requests:</u> Any exterior changes to units requires submission of an architectural request form for Board review.
 - a. Landscaping- Perennial plants require board review unless replacing like for like. Annual flowers do not require board approval.
 - b. Roof Replacements- Architectural approval is required. Approved shingle options are identified on the website (crossgatesmillersville.com); it is intended to replicate the original style and color.
 - c. Fence Installation- There are only two fence materials permitted in Crossgates. Aluminum pickets (4" on center spacing) with anodized finish and Vinyl solid board color to be either ivory or beige. *Reference Fencing Guidelines for additional detail.*
 - d. Solar panels are not permitted in the Association. *Reference Solar Panel Policy for additional detail.*
- 15. <u>Rentals:</u> Short term leases are not permitted. Unit Owners choosing to rent their home must notify the Association within 10 days of the identity the tenant(s), a description of their vehicle(s), and their phone number. Unit Owners are responsible to inform all tenants of the Association's Rules and Regulations. The Unit Owner is the main point of contact and will be held responsible for issues of non-compliance. Unit Owner must also inform Manor Township/Millersville Borough of rental plans as required.
- 16. <u>Home Exterior:</u> Unit Owners are responsible for maintaining the overall appearance of their homes, deck/patio, and landscaping.
 - a. Landscaping will be enforced between the months of April and October. Non-landscaping related home exterior standards (damages to exterior, incorrect paint color, etc.) will be enforced year-round. Regular inspections will be conducted to ensure adherence. All Unit Owner-s are responsible for the following on their property:
 - i. Removing all litter, trash, dead vegetation, refuse, and waste (to include obvious trash, garbage, debris, unused construction materials, brush, yard trimmings, discarded items, and items that are broken or beyond repair).

- ii. Keeping garden areas alive, free of weeds, and attractive; while this is often a subjective standard, to comply with neighborhood standards front and rear yards should appear neat, uncluttered, and maintained.
- iii. Keeping driveways in good repair.
- iv. Keeping house siding/stucco and paint colors within the original color scheme of the home.
- v. Keeping exterior of home clean, repaired, and attractive (exteriors of all structures should be clean and free of mold and mildew). Wood surfaces must be in good condition and not warped or deteriorated and should be cleaned and painted (in accordance with the original color scheme) to replace chipping, peeling, and faded paint.
- vi. Window, door, and house trim must be in good condition and not warped, torn, or deteriorated.
- vii. Window unit air conditioners that extend beyond the windowsill are prohibited in the front of the home.
- 17. <u>Pets:</u>
 - a. Note: These rules and regulations have been modified from the "Recommended Pet Policies for Condominiums" established by the Humane Society of the United States and will be enforced to maintain a safe, clean community for all Unit Owners and pets.
 - b. There are limits to the size and number of pets permitted.
 - c. Pets shall not be kept, bred, or used for any commercial purpose.
 - d. Pets shall not roam off leash and onto another Unit Owner's lot without express permission from that Unit Owner.
 - e. Pets may not be left unattended in any common area.
 - f. Unit Owners must accompany their pet when it is outdoors and shall keep pets on leash or under voice control at all times when outside (inclusive of common area and Unit Owner's lot).
 - g. Unit Owners shall pick up immediately after a pet defecates in any area of the community; the droppings shall be discarded in owner's trash receptacle. Failure to do so will result in a warning followed by an immediate fine. Unit Owners are responsible to clean up pet feces from their personal property on a regular basis and not allow feces to build up and become a nuisance to neighboring Unit Owners. Any vendor hired by the Association is permitted to decline to service any areas with excessive build-up of pet feces that could impact the health and safety of workers and their equipment.
 - h. Pet owners are responsible for any damage to the common areas caused by their pets.
 - i. Unit Owners are responsible for any pets who visit their unit; such pets are subject to the same restrictions as resident pets.
 - j. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purpose of this paragraph include but are not limited to:
 - i. Pets whose unruly behavior causes personal injury (to human or other animal) or property damage.
 - ii. Pets who make noise continuously and/or incessantly for a period of 10 minutes or more to the disturbance of any person at any time of day or night.
 - iii. Pets in common areas who are not under the complete physical control of a responsible human companion.
 - iv. Pets off leash on non-owner's lot without express permission.
 - v. Pets who exhibit aggressive or vicious behavior.
 - vi. Pets who are conspicuously unclean or parasite infested.
 - vii. Pet owners shall indemnify the Board of Directors and the HOA and hold it harmless against loss or liability of any kind arising from their pet(s).
 - k. Reference Crossgates Master HOA Schedule of Fines & Policy Resolution for additional detail.