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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CROSSGATES SOUTH

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 Millersville Borough, 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 Cluster Development to be known as Crossgates South;

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 South Homeowner's Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns, to be as constituted and defined in Article II hereof.

Section 2. "Master Association" shall mean and refer to the Crossgates Homeowner's Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

Section 3. "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 4. "Property" shall mean and refer to that certain property described in Exhibit "A" to be known as Crossgates South. 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. Crossgates South is also known and referred to as Crossgates, Phase III.

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 the Property 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 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.

ARTICLE II
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 each Owner to comply with and be bound by the Articles of Incorporation, the By-Laws and amendments thereto, this Declaration, the Declaration of record in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania at Record Book F, Volume 86, Page 136 et seq., 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 the Property (as described on Exhibit "A") have been conveyed by Declarant to other persons; or

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

Voting. As used in this Article II, 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 4 of this Article II) 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 health, safety, and welfare of the residents in the Property and for the purposes set forth in Article IV.

Section 3. Maximum Annual Assessment.

(a) Until December 31, 1992, the maximum annual assessment shall be Five Hundred Forty and 00/100 Dollars (\$540.00) per Lot.

(b) From and after January 1, 1993, 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 Five Hundred Forty and 00/100 Dollars (\$540.00) increased ten per cent (10%) per year and compounded monthly from January 1, 1992; or (ii) an amount equal to Five Hundred Forty and 00/100 Dollars (\$540.00) multiplied by a fraction the denominator of which is the index for January, 1992, 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, 1982-84=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 January, 1992, was 138.1.

(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. Any special assessment 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 (1/2) 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. Except as provided herein, both annual and special assessments shall 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, 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 Property to an Owner other than Declarant. The first annual assessment shall be in the amount of \$540.00 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 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, (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 \$300, shall be (in accordance with this Article II, Section 7) a continuing lien and charge on the Lot against which:

each such assessment is made. Each such assessment, plus 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.

Section 8. Crossgates Homeowner's Association, Inc. The assessments provided for in this Article II are in addition to, and not in lieu of, any assessments due to Crossgates Homeowners Association, Inc.

ARTICLE III
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 Property, 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 the assessments as provided for in Article II, such assessments to be established and collected as provided in Article II of this Declaration.

ARTICLE IV
POWERS AND DUTIES OF THE ASSOCIATION AND THE MASTER ASSOCIATION

Section 1.(a) Association.

The Association shall provide the following services:

(i) Maintenance, repair and replacement of the private streets located on the Property and the overflow parking areas within Lots 103 and 104;

(ii) Snow removal on all private streets located on the Property and the overflow parking areas within Lots 103 and 104 and all driveways and front yard sidewalks within the residential lots of the Property (Lots 1 through 100);

(iii) Notwithstanding the foregoing, maintenance, repair and replacement of driveway and parking areas within the "access right of way" (as noted on the Final Plan for Crossgates Phase III) to Lots 15 and 16 shall be the joint and several responsibility of the Owners of Lots 15 and 16. Snow removal within the "access right of way" shall be the responsibility of the Association;

(iv) Maintenance of only grass areas (excluding grass within screened or fenced areas) within the residential lots of the Property (Lots 1 through 100) shall be the responsibility of the Association;

(v) The Association may (upon the approval by the Board of Directors) remove any shrubbery, trees, etc. from any Lot; and

(vi) Any areas within screened or fenced portions of any Lots shall be maintained by the Lot Owner (no screens or fences or landscaping may be erected or maintained by any Lot

Owner unless approved by the Board of Directors of the Association).

Section 1.(b) Master Association.

The Master Association shall provide the following services and have the following powers:

(i) Maintenance of all landscaped areas and recreational facilities within the Common Open Space Lots of the Property (Lots 102 through 107);

(ii) Maintenance of all landscaping within the planting strips located on MurryCross Way; and

(iii) The Master Association shall own all private streets located on the Property and all Common Open Space Lots of the Property (i.e. Lots 102 through 107). Notwithstanding the ownership of the private streets by the Master Association, the maintenance, repair and replacement of the private streets will be undertaken and performed by the Association as set forth in Section 1.(a) above and shall be an expense of the Association.

Declarant, at Declarant's discretion, shall convey to the Master Association all private streets located on the Property and all common open space lots on the Property, (i.e., Lots 102 through 107) at any time after completion of the private streets and the improvements to be constructed on the common open space lots of the Property, but in any event, not later than the time Class B membership ceases to exist under the terms of this Declaration.

Section 2. Rules. The Board may adopt such rules as it deems proper to carry forth its obligations. 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 nor any employee of the Association shall be personally liable to any Owner, or to any other person, 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; 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.

Section 4. Powers. In order to carry forth its rights, duties and obligations under this Declaration the Association shall, subject to the provisions of this Declaration, have the following powers.

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

(1) 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.

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

(3) 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, and their representatives, members and employees, with respect to any liability arising out of the maintenance or use of any Association Property. 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 and their representatives members and employees.

(b) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association's property, enforcement of the

provisions of this Declaration, or in performing any of the other duties or rights of the Association.

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

(d) Other Powers. To perform such other acts, whether or not expressly authorized by the Declaration, as may be reasonably necessary to carry forth or enforce any of the provisions of this Declaration.

ARTICLE V
ADDITIONAL RESTRICTION

Section 1. Household Pets. 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., each Lot shall be subject to the restriction that domestic pets which are permitted to be kept shall not be kept outside overnight and instead shall be kept overnight inside the Dwelling Unit.

Section 2. 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 Crossgates South until such time as MurryCross Way is dedicated to Millersville Borough 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 Millersville Borough as a condition of dedication of the MurryCross Way.

Section 3. Utility Easements. Declarant reserves for itself, the Master Association, 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 4. Pedestrian Easement. Declarant reserves for itself, the Master Association, the 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 all residential lots of the Property (Lots 1 through 100) upon which the Declarant constructs the walkways.

ARTICLE VI
GENERAL PROVISIONS - GOLF COURSE

Section 1. Rights. The undeveloped land adjacent to the Property is presently owned by Declarant. Declarant makes no representations as to the present or future use of the adjacent property, nor to Declarant's continuing ownership of said property. Declarant, or any other person or entity, specifically reserves the right to use any adjacent land in any lawful fashion whatsoever. In the event Declarant constructs and/or operates a golf course on any adjacent lands (or utilizes the adjacent property for any other lawful use), 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 property, 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.

Section 2. Easement for Access and Golf Balls. In the event Declarant or any other person or entity constructs or operates a golf course on the land adjacent to the Property, all Lots within the Property are, and shall be, burdened with an 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.

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 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 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 3. 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 VI of this Declaration, which provisions shall not be subject to amendment, 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.

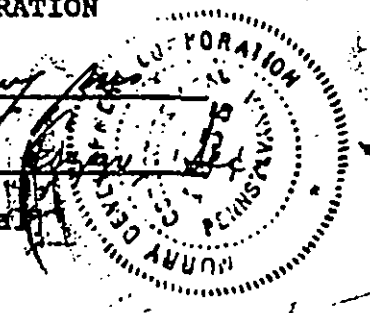
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 12 day of October, 1992.

MURRY DEVELOPMENT CORPORATION

By: [Signature]

Attest: [Signature]

[Corporate Seal]



STATE OF PENNSYLVANIA :
 : ss.
COUNTY OF LANCASTER :

On this 12th day of October, 1992, 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.

[Signature: Donna R. Benedict]
Notary Public

My Commission Expires:



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

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EXHIBIT "A"

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

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COPY

BY-LAWS OF CROSSGATES SOUTH HOMEOWNER'S ASSOCIATION, INC.

BYLAW ONE

OFFICES

The principal office of Crossgates South Homeowner's Association, Inc. (the "Corporation") shall be located at 1899 Lititz Pike (Manheim Township), Lancaster (Lancaster County), Pennsylvania, or at such other place as selected by the Board of Directors.

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 members who own property in Crossgates South (the "Development").
- (c) To care for the improvements and maintenance of the 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 features of the Development which now exist or which may hereafter be installed or constructed therein.
- (d) To cooperate with the Owners of all Lots (as those terms are defined in the Declaration) that exist or that hereafter shall exist in the Development in keeping them in good order and condition and in preventing them from becoming nuisances and detriments to the beauty of the Development and to the value of the improved property therein.
- (e) To aid and cooperate with the members of this Corporation 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 Supervisors of Millersville Borough, 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 the Development 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 members.

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

BYLAW THREE

MEMBERS

(a) Membership in the corporation shall be as set forth in the Declaration of Covenants, Conditions and Restrictions For Crossgates South as heretofore or hereafter amended (the "Declaration"). A copy of the Declaration and all amendments shall remain on file in the offices of the corporation.

(b) Every person who is a record owner of any Lot (as defined in the Declaration) is entitled to membership and voting rights in the corporation membership as appurtenant to and inseparable from ownership of any Lot.

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 1992. 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 three. 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 three directors, one shall hold office until the next annual meeting, and two 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. Except as otherwise required by the Declaration, by these By-Laws or by law, 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, a treasurer and such other officers as may be appointed by the board of directors.

(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/she is present, shall exercise general supervision of the affairs and activities of the Corporation, and shall serve as an ex-officio member of all standing committees.

(d) Vice-president. The vice-president shall assume the duties of the president during his/her 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 the treasurer and by one other officer. The treasurer shall be an ex-officio member 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

FEEES, DUES, AND ASSESSMENTS; SPECIAL PROVISIONS RELATING TO CERTAIN ACTIONS

(a) Fees, dues and assessments shall be established by the directors or the members as set forth in the Declaration.

(b) Failure to pay any dues, fees or assessments will not constitute a default under an insured mortgage.

(c) Mortgagees are not required to collect any dues, fees or assessments.

(d) Notwithstanding any other provisions of the Articles of Incorporation, the Declaration or these By-Laws the following actions are subject to the following provisions:

(i) any transfer, sale, conveyance or mortgage of any Common Area shall not be effective unless such transfer, sale, conveyance or mortgage is (A) effected by the Declarant (as defined in the Declaration) or (B) approved by (I) a majority of directors then in office and (II) Owners (as defined in the Declaration) who own two-thirds of the Lots (as defined in the Declaration) excluding the Declarant; and

(ii) so long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration:

annexation of additional properties; mergers and consolidations; mortgaging of Common Area; dedication of Common Area; amendment of the Declaration; dissolution of the Corporation; amendment of the Articles of Incorporation; and amendments of the By-Laws.

BYLAW EIGHT

DIRECTOR LIABILITY

(a) Director's Personal Liability. A director of the Corporation shall not be personally liable for monetary damages for any action taken, or any failure to take any action, except to the extent that exemption from liability for monetary damages is not permitted under the laws of the Commonwealth of Pennsylvania as now or hereafter in effect.

(b) Modification or Repeal. Any modification or repeal of this ByLaw Eight shall not have any effect upon the liability of a director relating to any action taken, any failure to take any action, or events which occurred prior to the effective date of such modification or repeal.

BYLAW NINE

INDEMNIFICATION

(a) Indemnification. The Corporation shall indemnify to the fullest extent now or hereafter permitted by law, any person who was or is made a party to or a witness in or is threatened to be made a party to or a witness in any threatened, pending or completed action, suit or proceeding, by reason of the fact that such person is or was a director or officer of the Corporation, against all expenses (including attorneys' fees and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding provided that the board of directors determines that the person seeking indemnification acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation.

(b) Successful Defense. Notwithstanding any other provision of this ByLaw Nine, to the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) of this ByLaw Nine, or in defense of any claim, issue or matter therein, such person shall be indemnified by the Corporation against all expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

(c) Preservation of Rights. The rights of indemnification provided by this ByLaw Nine, shall continue as to any person who has ceased to be a director or officer of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person. Any modification or repeal of this ByLaw Nine shall not have any effect upon the indemnification rights of any person as they relate to any action taken, any failure to take action, or events which occurred prior to the effective date of such modification or repeal.

BYLAW TEN

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 for their service as officers or directors.

(c) Upon dissolution of the Corporation, all assets of the Corporation shall be conveyed to a nonprofit corporation (or other nonprofit organization) with the same or substantially similar purposes and objects as the Corporation.

BYLAW ELEVEN

AMENDMENTS

(a) 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.

(b) A proposed amendment shall become effective if approved by members entitled to cast not less than a two-thirds of all votes except that the Articles of Incorporation of the Corporation shall not be amended unless such amendment is approved by (a) a majority of the directors then in office and (b) Owners (as defined in the Declaration) who own two-thirds of the Lots (as defined in the Declaration).

(c) The power to amend, repeal, change or alter the Articles of Incorporation may only be approved by the affirmative vote of the Owners (or the term Owner is defined in the Declaration) who own at least two-thirds (2/3) of the Lots (as the term Lot is defined in the Declaration).

MINUTES OF ORGANIZATION MEETING OF
INCORPORATOR OF
CROSSGATES SOUTH HOMEOWNERS' ASSOCIATION, INC.

AND NOW as of the 11th day of October, 1991, the incorporator of Crossgates South Homeowners' Association, Inc. ("Corporation") 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 By-Laws for the regulation of the affairs of the Corporation, which precede these minutes, are adopted and approved as the By-Laws of the Corporation.

4. The following persons are nominated and elected as directors of the Corporation, to hold office for the ensuing year and until others are chosen and qualified in their stead.

William E. Murry
Anthony M. Norris
A. Thomas Malinich

The foregoing matters are approved.

Mark Stanley, Incorporator

MINUTES OF ORGANIZATION MEETING OF
THE BOARD OF DIRECTORS OF
CROSSGATES SOUTH HOMEOWNERS' ASSOCIATION, INC.

AND NOW as of the 11th day of October, 1991, the Directors of Crossgates South Homeowners' Association, Inc. ("Corporation") approve the following matters:

1. The actions of the Incorporator as set forth in the preceding minutes are approved.

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

- | | | |
|-------------------|---|--------------------------|
| William E. Murry | - | President |
| Anthony M. Norris | - | Vice President/Treasurer |
| A. Tomas Malinich | - | Secretary |

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 offices 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; and, if approved by the President, any form bank resolution requested or required by any bank in connection with such accounts is approved.

3

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'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.

(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.

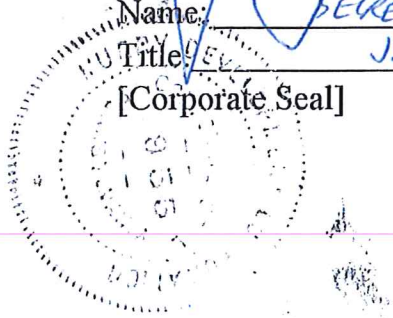
For purposes of clarification, Declarant confirms that, as contemplated by Article VI of the Crossgates South Declaration, Declarant has established a golf course on property owned by Declarant and adjacent to the property originally encompassing Crossgates South and the Property added thereto by this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

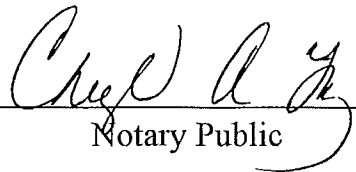


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COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF LANCASTER :

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

 5201683
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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



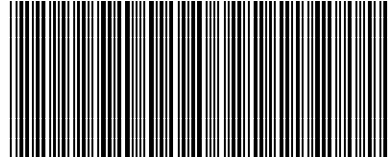
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Lancaster County

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



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 221 East Chestnut Street
 Lancaster, PA 17602

SUBMITTED BY: (chrisw@hublaw.com)

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

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School District:

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Total:	\$58.50

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Bonnie L. Bowman

Bonnie L. Bowman
 Recorder of Deeds

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PREPARED BY: HARTMAN UNDERHILL & BRUBAKER LLP

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221 EAST CHESTNUT STREET
LANCASTER, PA 17602-2782**

PARCEL ID:

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

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. In Article I, Section 4 of the Crossgates South Declaration, Declarant reserved the right to enlarge Crossgates South. In addition to the lands originally identified in the Crossgates South Declaration, Declarant has subjected additional lands to the Crossgates South Declaration.

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 Crossgates South 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

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.

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 1 to 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, Declarant confirms that the Crossgates South Homeowners' Association shall provide the following services with respect to Lots 1 to 114 of Phase VII:

(i) Maintenance, repair and replacement of the private street and the overflow parking areas within Lot 92 of Phase VII;

(ii) Snow removal on all private streets and the overflow parking areas within Lot 92 of Phase VII and all driveways (including the access drive serving Lots 75-78 and 80) and front yard sidewalks within Lots 1-36, 38-43, 45-78, 80-91 and 93-113 of Phase VII;

(iii) Maintenance of only grass areas (excluding grass within screened or fenced areas) within the residential lots of the Phase VII (Lots 1-36, 38-43, 45-78, 80-91 and 93-113) 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 92 of Phase VII including without limitation swales, stormwater piping, inlets, stormwater manholes, endwalls, and rip-rap aprons, shall be the responsibility of the Crossgates South Homeowners' Association.

(v) Maintenance, repair and replacement of the stormwater improvements, easement area and related appurtenances including without limitation swales, piping and walls, inlets and rip-rap

aprons located upon Lot 114, shall be the responsibility of the Crossgates South Homeowners' Association as such stormwater systems permanently serves the Lots and streets within Phase VII.

Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located on Lots 1-36, 38-43, 45-78, 80-91 and 93-113 of Phase VII including without limitation swales, stormwater piping, inlets stormwater manholes, endwalls, and rip-rap 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 1-114 of Phase VII:

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

(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;

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

(iv) The maintenance, repair and replacement of the planting strips within Chandler Lane, Sawgrass Drive identified as "curbed islands" upon Exhibits "B" and "C" hereto;

(v) The maintenance, repair and replacement of the brick cart paths within Chandler Lane and Sawgrass Drive as depicted upon Exhibits "B" and "C" attached hereto; and

(vi) The maintenance, repair and replacement of the entrance piers and associated landscaping located within and adjacent to Sawgrass Drive, as generally depicted upon Exhibit "B".

In addition to the restrictions contained within the Original Declaration and Crossgates South Declaration, Lots 1-114 of Phase VII 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 dwellings 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 twelve (12) months following the conveyance of the Lot to a non-Declarant or twelve (12) months following the dedication of Sawgrass Drive, Copperstone Court and Chandler Lane 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 Course³ (Lots 1-45, 60-79 and 114). 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 (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 1-45, 60-79 and 114) 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 1-45, 60-79 and 114) so that the drip line,

³ "Golf Course" shall mean and refer to the properties currently owned by Murry Development 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.

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 Lots 46-52, 54-59, 74-80 and 92 of the Phase VII upon which the Declarant constructs the walkways. The walkways referenced in 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..

(vi) Blanket Easement over Open Space Lots 44 and 114.

Declarant reserves for itself, and the Golf Course a blanket easement to facilitate the use, development, maintenance and repair of the Golf Course and any lands owned by the Declarant over Lots 44 and 114. The easements reserved herein shall include, but not be limited to drainage easements, pedestrian and vehicular easements (including for golf carts), sign easements, landscape easement and easements for irrigation improvements, electric lines, and utility lines. The rights shall include the right to maintain, repair, remove, replace and enlarge any landscaping facility or improvement constructed within Open Space Lots 44 and/or 114. Any landscaping planted within Open Space Lot 44 and/or 114 shall be maintained and replaced by Crossgates Homeowners Association, Inc. as part of the Open Space.

(vii) Snow Drop and Storage Easements. Open Space Lots 37, 79 and 92 are subject to snow drop and snow storage easements in favor of the Association, the Master Association, and the Declarant for the placement and storage of snow cleared from the streets, private streets and drives, driveways and sidewalks within Phase VII.

(viii) Stormwater Easement on Lot 114. The Lots, streets and Open Spaces within Phase VII discharge stormwater into a stormwater easement area, stormwater pond and related appurtenances, including without limitation swales, piping, end walls, inlet and outfall structures and rip-rap aprons, located upon Lot 114 (collectively, the "Stormwater Easement"). The Association shall maintain, repair and replace the Stormwater Easement, at its sole cost and expense. The Stormwater Easement is intended to be a "wet", i.e. under ordinary conditions some water will be in the Stormwater Easement.

(ix) 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 Phase VII until such time as

(1) Sawgrass Drive, Copperstone Court and Chandler Lane are dedicated to Manor Township; and

(2) the completion of Maguire Court; and

(3) Manor Township's release of all financial security related to the improvements installed by Declarant within Phase VII; 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.

(x) Use and Modification - Stormwater Easement on Lot 114.

Declarant hereby reserves for itself and the benefit of the Golf Course the right to make modifications to the Stormwater Easement (including draining additional area and/or impervious area) to the Stormwater Easement, provided that Stormwater Easement functions in accordance with applicable law. Declarant and the then current owner of the Golf Course may exercise their respective rights to modify the Stormwater Easement multiple times. The blanket easement in favor of the Golf Course shall include the exclusive right to retrieve golf balls and golf equipment. Golf balls and other golf equipment removed from the Stormwater Easement shall be deemed to be the property of the Golf Course. Notwithstanding the rights reserved for Declarant and the Golf Course, the Association shall maintain, repair and replace the Stormwater Easement and all improvements therein (as it may be modified by Declarant or the then current owner of the Golf Course), at its sole cost and expense.

Upon the failure of the Association to properly maintain the Stormwater Easement in accordance with applicable law, Declarant or the then current owner of the Golf Course shall have the right to take corrective measures in order to bring the Stormwater Easement into compliance with applicable law following thirty (30) days written notice from the Declarant or the then current owner of the Golf Course, as the case may be, provided that the Association has failed to take corrective measures within such thirty (30) day period. If the correction is not reasonably capable of cure within such thirty (30) day period, the Association shall have such additional time as is reasonably necessary to commence and complete the corrective measure provided that the Association diligently proceeds with the performance of the corrective measure. The Declarant or the then current owner of the Golf Course, through its authorized representatives, may take such corrective measures as are reasonably necessary to bring the Stormwater Easement into compliance with applicable law, and thereafter recover the costs incurred by the Declarant or the then current owner of the Golf Course (as the case may be), including reasonable attorneys fees and other professional fees, from the Association.

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 21st day of July, 2011.

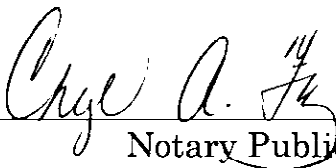
Murry Development Corporation
 By: [Signature] 7/21/11
 William E. Murry, President

Attest: [Signature]
 Name: JB FORD
 Title: CONTROLLER

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:

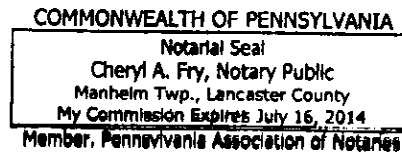


Exhibit "A"
Legal Description of Addition to Crossgates South
Lots 1-114, Phase VII

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:

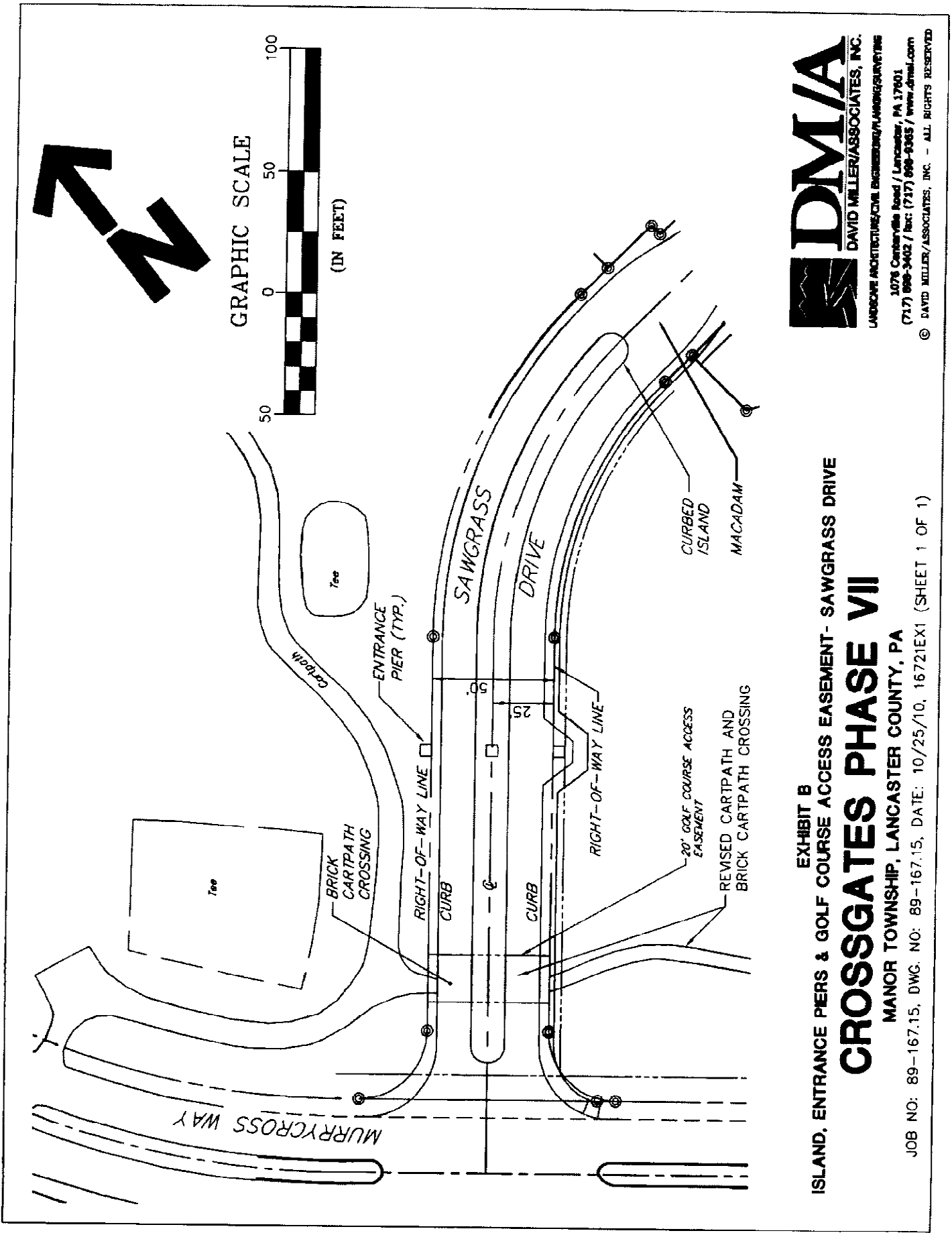
BEGINNING at a point on the East right-of-way line of Murrycross Way, said point being a corner of Crossgates Golf Course; thence extending along Murrycross Way, North thirty-four (34) degrees twenty (20) minutes forty-eight (48) seconds West, a distance of one hundred six and zero hundredths (106.00) 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



DMIA
 DAVID MILLER/ASSOCIATES, INC.
 LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING/PLANNING/SURVEYING
 1078 Centerville Road / Lancaster, PA 17601
 (717) 698-3402 / Fax: (717) 698-9365 / www.dmiainc.com
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ISLAND, ENTRANCE PERS & GOLF COURSE ACCESS EASEMENT - SAWGRASS DRIVE
 EXHIBIT B

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)

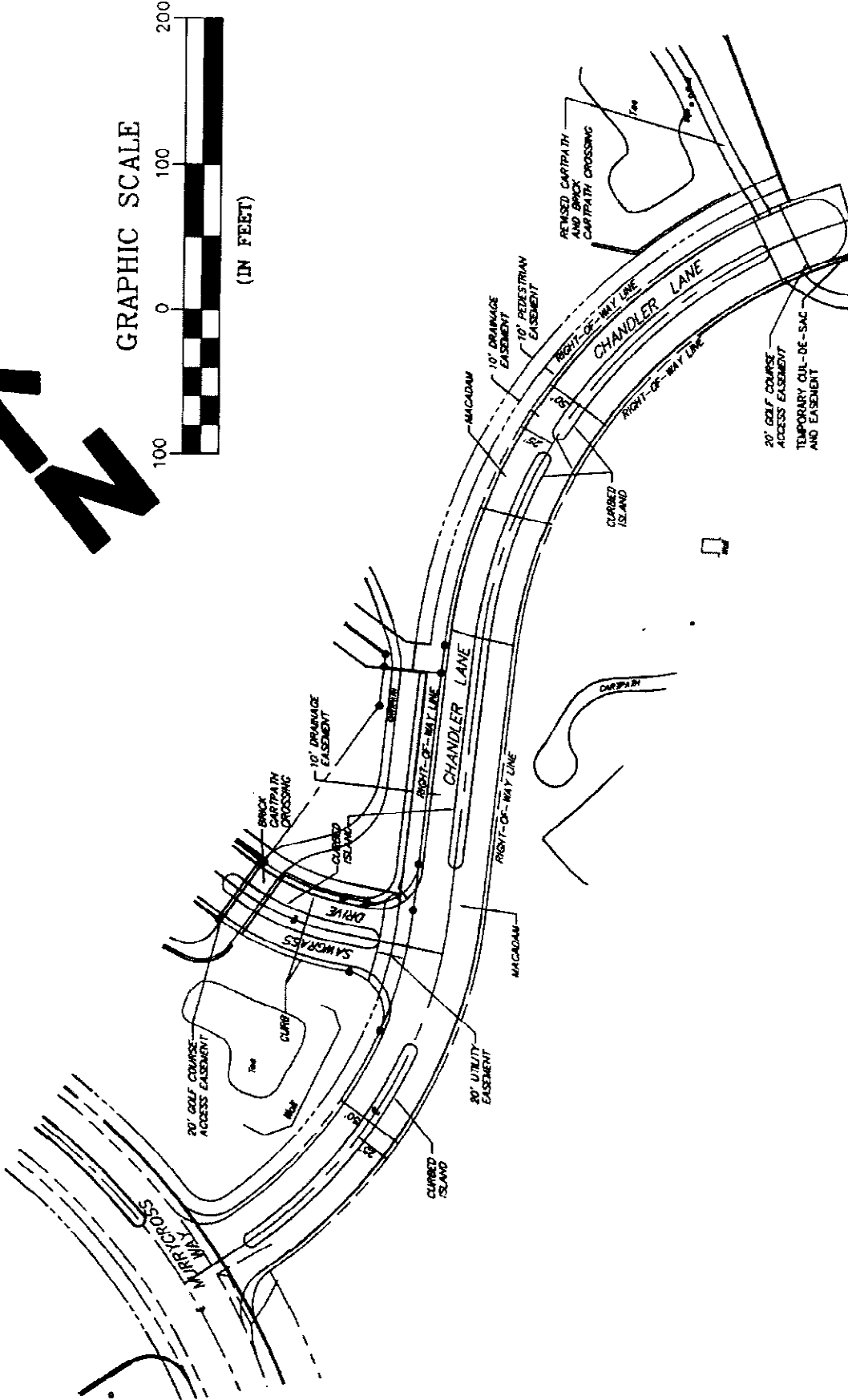
EXHIBIT "C"
SAWGRASS DRIVE AND CHANDLER LANE



GRAPHIC SCALE



(IN FEET)



DAVID MILLER/ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE/CIVIL ENGINEERING/PLANNING/SURVEYING
1078 Centerville Road / Lancaster, PA 17601
(717) 698-3402 / Fax: (717) 698-9365 / www.dmla.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)



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

**WARNING AND FINE POLICY FOR
THE CROSSGATES SOUTH 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 correct 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 South 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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1899 Lititz Pike
Lancaster PA 17601
(717) 569-0495
E-mail: HOA@murycos.com

CROSSGATES **SOUTH** HOMEOWNER'S ASSOCIATION
VEHICLE RULES
Adopted March 10, 2010
Effective June 3, 2010

1. PURPOSE

The Crossgates South 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 South Association.