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DECLARATION

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OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THORNGATE COURT

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 Thorngate Court;

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 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 Thorngate Court 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. "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.

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Section 3. "Property" shall mean and refer to that certain property described in Exhibit "A" to be known as Thorngate Court. 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 Book F, Volume 86, Page 136 et. seq. This Declaration shall affect only the property described in the attached Exhibit "A" and not affect any other property of Declarant unless this Declaration is specifically declared by the Declarant to be applicable to such other property.

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

Section 5. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for the Property and any amendment to such plan. "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 6. "Declarant" shall mean and refer to Murry Development Corporation, or any successor and/or assign which Murry Development Corporation shall by recorded instrument specifically designate as the Declarant. A purchaser of a Lot or Lots from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

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, 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, 1990, the maximum annual assessment shall be Eight Hundred Forty Dollars (\$840.00) per Lot.

(b) From and after January 1, 1991, 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 Eight Hundred Forty Dollars (\$840.00) increased ten per cent (10%) per year and compounded monthly from January 1, 1990; or (ii) an amount equal to Eight Hundred ~~Eighty~~ Dollars (\$840.00) multiplied by a fraction the denominator of which is the index for September, 1990, 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 September, 1989, was 125.0.

(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 \$840.00 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 \$150, 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 with interest, late fees and costs for collection (as provided above) shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell

due. The Owner further agrees by his acceptance of title to a Lot that the Association shall be vested with the right and power in its own name to take and prosecute all suits which may, in the opinion of the Association be necessary or advisable for the collection of such delinquent assessments.

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

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

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

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

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

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

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

Section 1. Maintenance and Repair to Properties and Dwelling Units. The Association shall provide for each Lot lawn mowing, lawn fertilization, lawn weed control and snow removal, subject to the provisions that:

(a) 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 unless approved by the Board of Directors of the Association); and

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

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.

ARTICLE VI
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.

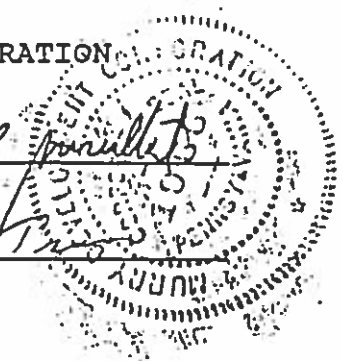
Section 3. Amendment. The covenants and restrictions set forth in this Declaration shall run with and bind the Property, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration 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 24th day of April, 1990.

MURRY DEVELOPMENT CORPORATION

By: _____

William E. Murry



Attest: _____

Jerry L. Butzer

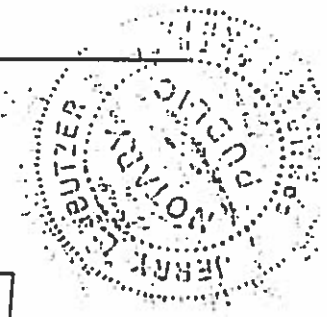
STATE OF PENNSYLVANIA :
 : SS.
COUNTY OF LANCASTER :

On this 24th day of April, 1990, 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.

Jerry L. Butzer
Notary Public

My Commission Expires:



NOTARY SEAL
JERRY L. BUTZER, NOTARY PUBLIC
LANCASTER, LANCASTER COUNTY
MY COMMISSION EXPIRES JAN 31, 1991

Member, Pennsylvania Association of Notaries

comprising Lots 33-64, Block C as shown on a plan of Crossgates - Phase I prepared by J.C. Engineering/Surveying, Inc. (now Rattew Associates, Inc.) dated April 29, 1980, last revised September 22, 1980, drawing no. 79193-7P, recorded in the office for recording of deeds, in and for Lancaster County, PA in subdivision Plan Book J-131, Page 145, and being more fully bounded and described as follows:

BEGINNING at a point on the west right-of-way line of Murrycross Way (60' wide), the northeast corner of Lot 33, Block C; thence along the west right-of-way of Murrycross Way the following two (2) courses and distances: 1) S 22°-47'-30" E, a distance of 87.62' to a point; and 2) on a line curving to the right having a radius of 1,170.00', an arc distance of 37.08', the chord of said arc being S 21°-53' E a distance of 37.08' to a point; thence on a line curving to the right having a radius of 20.00', an arc distance of 32.20', the chord of said arc being S 25°-08'-40" W, a distance of 28.83' to a point on the north right-of-way line of Thorngate Place (50' wide); thence extending along the right-of-way of Thorngate Place the following nine (9) courses and distances: 1) S 71°-16' W, a distance of 13.02' to a point, 2) on a line curving to the right having a radius of 175.00', an arc distance of 273.03', the chord of said arc being N 64°-02'-15" W, a distance of 246.17' to a point, 3) N 19°-20'-30" W, a distance of 127.92' to a point, 4) on a line curving to the right having a radius of 20.00', an arc distance of 25.62', the chord of said arc being N 17°-21'-25" E, a distance of 23.90' to a point, 5) on a line curving to the left having a radius of 50.00', an arc distance of 224.13', the chord of said arc being N 72°-38'-32" W, a distance of 80.18' to a point, 6) S 19°-20'-30" E, a distance of 198.00' to a point, 7) on a line curving to the left having a radius of 225.00', an arc distance of 351.04', the chord of said arc being S 64°-02'-15" E, a distance of 316.50' to a point, 8) N 71°-16' E, a distance of 13.02' to a point, and 9) on a line curving to the right having a radius of 20.00', an arc distance of 32.20', the chord of said arc being S 62°-36'-45" E, a distance of 28.83' to a point on the west right-of-way line of Murrycross Way; thence along the same on a line curving to the right having a radius of 1,170.00', an arc distance of 119.96', the chord of said arc being S 13°-33'-15" E, a distance of 119.90' to a point, a corner of Open Space No. 1; thence along the same the following thirteen (13) courses and distances: 1) S 79°-23' W, a distance of 172.64' to a point, 2) N 70°-38'-55" W, a distance of 149.82' to a point, 3) N 52°-31'-10" W, a distance of 107.92' to a point, 4) N 37°-02'-03" W, a distance of 104.70' to a point, 5) N 19°-20'-30" W, a distance of 265.86' to a point, 6) N 08°-17'-25" E, a distance of 150.18' to a point, 7) N 54°-07'-35" E, a distance of 142.37' to a point, 8) S 84°-02'-50" E, a distance of 123.14' to a point, 9) S 42°-13'-20" E, a distance of 115.97' to a point, 10) S 03°-36'-55" W, a distance of 96.28' to a point, 11) S 19°-20'-30" E, a distance of 141.39' to a point, 12) S 88°-23'-30" E, a distance of 34.31' to a point, and 13) N 67°-12'-30" E, a distance of 37.90' to the point and place of BEGINNING.

CONTAINING: 4.419 Acres

Subject to various easements as shown on the above-referenced plan.

Exhibit "A"
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