

UN 19 1997

#### DECLARATION

### OF COVENANTS, CONDITIONS AND RESTRICTIONS

### FOR CROSSGATES MANOR

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TOGRADUM OF DEEDS
LANCASTER, PA.

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

#### WITNESSETH:

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

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

WHEREAS, Declarant intends to establish within Crossgates on the property described on the attached Exhibit "A" a special Residential Cluster Development to be known as Crossgates Manor (Crossgates Manor is also known and referred to as Crossgates, Phase IV);

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 Manor Homeowner's Association, Inc., a Pennsylvania

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non-profit corporation, its successors and assigns, to be as constituted and defined in Article II hereof.

- <u>Section 2</u>. "Master Association" shall mean and refer to the Crossgates Homeowner's Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.
- <u>Section 3</u>. "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", and such additions thereto as may hereafter be brought within the jurisdiction of the Association, to be known as Crossgates Manor. Such additions to Crossgates Manor shall be expressed in and by a duly recorded supplement to this Declaration and supplemental subdivision map, as may be required. The Property shall, in addition to the provisions of this Declaration, be subject to a "Declaration of Covenants, Conditions and Restrictions for Crossgates" as more fully appears of record in the Recorder of Deeds' Office at Lancaster, Pennsylvania in Record Book F, Volume 86, Page 136 et. seq. This Declaration shall affect only the property described in the attached Exhibit "A" and not affect any other property of Declarant unless this Declaration is specifically declared by the Declarant to be applicable to such other property.
- <u>Section 5</u>. "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.
- <u>Section 7</u>. "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

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

<u>Class A</u>. 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.

<u>Section 2. Purpose of Assessments</u>. 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, 1997, the maximum annual assessment shall be Five Hundred Forty and 00/100 Dollars (\$540.00) per Lot.
- From and after January 1, 1998, 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, 1998; 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, 1997, and the numerator of which The term "index" shall is the most recently published index. 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, 1997, was 159.1.
- (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 Ouorum 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 \$500, 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.
- <u>Section 8</u>. <u>Crossgates Homeowner's Association, Inc.</u> 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 65 and 66 and 67;
- (ii) Snow removal on all private streets located on the Property and the overflow parking areas within Lots 65, 66 and 67 and all front yard sidewalks within Lots 1 to 64 and on the driveway and parking areas within the "access right of way" (as noted on the Final Plan for Crossgates Manor) to Lots 1 to 5 and to Lots 24 to 26 shall be the responsibility of the Association;
- (iii) Notwithstanding the foregoing, maintenance, repair and replacement of driveways within the "access right of way" (as noted on the Final Plan for Crossgates Manor) to Lots 18 and 19 shall be the joint and several responsibility of the Owners of Lots 18 and 19.
- (iv) Maintenance of only grass areas (excluding grass within screened or fenced areas) within the residential lots of the Property (Lots 1 through 64) shall be the responsibility of the Association;

- $$\left(v\right)$$  The Association may (upon the approval by the Board of Directors) remove any shrubbery, trees, etc. from any Lot;
- (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); and
- (vii) Maintenance, repair and replacement of swales and storm water conveyance and detention facilities located in private streets on the Property, the residential lots of the Property (Lots 1 to 64), and common open lots of the Property (Lots 65, 66 and 67), including without limitation swales, stormwater piping, inlets stormwater manholes, endwalls, and riprap aprons, shall be the responsibility 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 65, 66 and 67);
- (ii) Maintenance, repair and replacement of all planting strips and landscaping within the planting strips located on MurryCross Way and maintenance, repair and replacement of all brick cart paths 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 65, 66 and 67). 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 65, 66 and 67) at any time after completion of the private streets and the improvements to be constructed on the common open space

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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 1.(c) Failure of Association to Maintain, Repair and Replace. In the event the Association shall at any time fail to maintain, repair and/or replace any private streets, swales and stormwater conveyance and detention facilities (if any exist) as set forth in Sections 1.(a)(i) and 1.(a) (vii) ("Maintenance Responsibilities"), Manor Township may serve final written notice upon the Association setting forth the manner in which the Association has failed in its Maintenance Responsibilities; and said notice shall include a demand that such deficiencies be corrected within ninety (90) days thereof weather permitting. the deficiencies set forth in the notice are not corrected within ninety (90) days, Manor Township, shall have the legal right, but not the obligation to enter and complete the Association's Maintenance Responsibilities. Said maintenance by Manor Township shall not constitute a taking or vest any rights in the public to use the same.

The cost of such Maintenance Responsibilities shall be assessed ratably against all Lots within the Property and shall be a lien upon the Lots from and after the date of assessment thereof. Manor Township at the time of entering upon the Property for purposes of maintenance shall file a notice of lien in the Office of the Prothonotary of Lancaster County upon the Lots within the Property. The amount of the lien shall be determined by prorating the actual cost of such Maintenance Responsibility against the actual number of Lots and can be discharged by the Owner of the Lot by paying the amount assessed against the Lot. For purposes of this Section 1.(c), the number of Lots used to determine the amount of the lien and the Lots upon which the lien is imposed shall not include any Lots designated as "open space" on the final subdivision/land development plan for the Property.

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.
- <u>Section 4</u>. <u>Powers</u>. 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) <u>Insurance</u>. 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 Declara-

tion 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) <u>Legal and Accounting Services</u>. 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) <u>Rule Making</u>. To make, establish, promulgate, amend and repeal the Association's rules.
- (d) <u>Other Powers</u>. 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 Manor until such time as MurryCross Way is dedicated to Manor Township for the sole and limited purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such improvements, landscaping and/or detention swales and facilities as are required by Manor Township as a condition of dedication of the 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 64) upon which the Declarant constructs the walkways.

### ARTICLE VI GENERAL PROVISIONS - GOLF COURSE

Section 1. 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 or irrevocable easement permitting golf balls to come upon and across all Lots and for golfers to come upon and across the Lots to retrieve errant golf balls. Under no circumstances shall the Association, the Declarant or the owner of the golf course be

held liable for any damage or injury then resulting from errant golf balls or the exercise of this easement.

# 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.

<u>Section 2</u>. <u>Severability</u>. 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 \_\_\_\_\_ day of \_\_\_\_\_\_, 1997.

Attest: Lloui f. Comi. Sec.

Name: Dopis J. Cozzze

Title: Secretary

MURRY DEVELOPMENT CORPORATION

Name: WILUS E

/

[Corporate Seal]

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STATE OF PENNSYLVANIA

ss.

COUNTY OF LANCASTER :

On this 2nd day of 1997, before me, a notary public, the undersigned Officer, personally appeared WILLIAM E. MURRY of the State of Pennsylvania, County of Lancaster, known to me to be the person whose name is subscribed as President of Murry Development Corporation and acknowledged that he executed the same as the act of the corporation for the purpose therein contained.

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

Notary Public

My Commission Expires:

Notarial Seal Tracey B. Over, Notary Public Lancaster, Lancaster County My Commission Expires June 15, 1998 ALL THAT CERTAIN tract of land being situate on the south side of Crossland Pass in the Township of Manor, County of Lancaster and Commonwealth of Pennsylvania, said tract being comprised of all of Lot No. 4, Block "A" and a small portion of Lot No. 7, Block "A" as shown on a Revised Final Subdivision/Land Development Plan recorded in Subdivision Plan Book No. J-180 on Page No. 47, said tract being shown on a Final Plan of Phase 4 of Crossgates prepared for Murry Development Corporation by David Miller/Associates, Inc., dated May 3, 1995 and revised May 10, 1996, said plan being known as Drawing No. 89-167.75, said plan being recorded in the Recorder of Deeds Office in Lancaster, Pennsylvania in Subdivision Plan Book No. J-196 on Page No. 130, said tract being more fully bounded and described as follows:

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

Exhibit "A"

degrees, 54 minutes and 24 seconds West, a distance of 35.36 feet to an iron pin in the north line of Murrycross Way, thence along the north line of Murrycross Way, in a line curving to the right, having a radius of 1,620.00 feet, an arc distance of 116.78 feet to a point in the north line of Murrycross Way, the chord of the last described arc having a bearing of South 72 degrees, 01 minute and 41 seconds East for a distance of 116.76 feet; thence crossing the bed of Murrycross Way, South 20 degrees, 02 minutes and 14 seconds West, a distance of 60.00 feet to a point in the south line of Murrycross Way; thence along the south line of Murrycross Way, the two following courses and distances, (1), in a line curving to the left, having a radius of 1,560.00 feet, an arc distance of 440.42 feet to a point, the chord of the last described arc having a bearing of North 78 degrees, 03 minutes and 03 seconds West for a distance of 438.96 feet, (2), North 86 degrees, 08 minutes and 19 seconds West, a distance of 35.07 feet to a point in the south line of Murrycross Way, said point being located in the Millersville Borough-Manor Township line; thence crossing the bed of Murrycross Way, passing along Phase 3 of Crossgates as shown on a plan recorded in Subdivision Plan Book No. J-180 on Page No. 147, respectively, and passing along the Millersville Borough-Manor Township line, North 27 degrees, 03 minutes and 22 seconds East, a distance of 81.07 feet to a point, a corner of Phase 3 of Crossgates as shown on the aforementioned recorded plan; thence along Phase 3 of Crossgates as shown on the aforementioned recorded plan and passing along the Millersville Borough-Manor Township line, North 19 degrees, 02 minutes and 17 seconds West, a distance of 662.31 feet to an iron pin, a corner of Phase 1 of Crossgates as shown on a plan recorded in Subdivision Plan Book No. J-131 on Page No. 145; thence along Phase 1 of Crossgates as shown on the aforementioned recorded plan and continuing along the Millersville Borough-Manor Township line, North 19 degrees, 02 minutes and 41 seconds West, a distance of 605.59 feet to the point and place of Beginning.

CONTAINING: 12.41 Acres.

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

| Certify This Document 70 86

Exhibit "A"

Recorded in Lancaster Co., Pa.

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