

BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that, on this 25th day of April, 2001, PENTA STAR INVESTMENTS, INC. (hereinafter the "Declarant") being the owner of a certain tract of land situate in North Middleton Township, Cumberland County, Pennsylvania, does declare that the lands consisting of Lots 9 to 13; Lots 35 to 43; and Lots 81 to 86 inclusive of the Final Subdivision Plan for Phase 1 of the Village of Cross Creek, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 81, Page 140 and the Final Subdivision Plan for Phase 2 of the Village of Cross Creek, recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, in Plan Book 82, Page 53 (hereinafter collectively the "Plan") shall be and remain subject to the following building and use restrictions and conditions for the purposes of insuring the attractiveness of the homes constructed or to be constructed within the development and to preserve, protect and enhance the values and amenities of the development. These building and use restrictions, subject to the conditions herein, shall be binding upon all of the land in said Plan and upon all of the owners thereof, whether legal or equitable, and upon their respective heirs, executors, administrators, successors and assigns.

EXHIBIT D-6

1. No building shall be erected on a lot except a detached single family residence with an attached or detached garage to accommodate no more than four automobiles and a storage shed pre-approved by the Architectural Review Committee.
2. Each single family dwelling shall have, measured by exterior dimensions above ground elevation, a minimum of 1,750 square feet for a two story or split level dwelling, a minimum of 1,400 square feet for a ranch-style dwelling and a minimum of 1,600 square feet for a one and one-half story dwelling, all excluding attached garages.
3. No building, fence, mailbox, storage shed or other structure of any kind or driveway shall be erected, constructed, maintained or modified on a lot until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, location, front and rear facings, roofing and elevations thereof and final grading of the lot have been approved in writing by the architectural review committee appointed by the Declarant (hereinafter "the Architectural Review Committee"). The Architectural Review Committee shall have the right to decline to approve any such plans and specifications submitted which are not, in the opinion and sole discretion of the Architectural Review Committee, in aesthetic harmony of external design and location in relation to surrounding structures, topography and finished ground elevation.
4. Construction of all structures must be completed within twelve (12) months of the commencement of construction unless extended in writing by the Architectural Review Committee. If all or any part of a structure is damaged or destroyed by fire or other casualty the lot owner shall reconstruct the structure or completely remove the

structure and restore the land to the adjacent grade within nine (9) months of the occurrence of the damage unless extended in writing by the Architectural Review Committee.

5. Within twelve (12) months of commencement of construction or reconstruction of a dwelling or within one (1) month of completion, whichever shall first occur, a lot must be finish-graded and seeded or sodded with grass, weather permitting.

6. No ground shall be removed from any lot, except as shall be hauled at the expense of the owner of a lot to a place designated by the Architectural Review Committee.

7. No living tree or shrub of any kind that may have been planted by the Declarant shall be destroyed or removed from any area that is included within the aforesaid Plan, by any successor in title to the aforesaid owners, without the approval of the Architectural Review Committee.

8. Without in any way restricting the generality of the foregoing provisions for approval of plans and specifications of structures, the following shall constitute minimum standards for approval:

(a) No fence shall be permitted between the front of a dwelling unit and the street or between the side of a dwelling unit and the street on corner lots, and no fence shall be erected or maintained on a lot except as approved by the Architectural Review Committee or as required by the Architectural Review Committee in connection with an approved swimming pool.

(b) The grade of a lot may not be altered so as to lower it or raise it below or above the grade established of an adjoining lot without the consent of the Architectural Review Committee.

(c) No exterior aboveground tanks or other storage facilities for natural gas, propane, fuel oil or other gas or liquids shall be maintained on a lot except as approved by the Architectural Review Committee as to location and screening.

(d) No metal sheds shall be maintained on a lot.

(e) No exterior laundry drying facilities which may be seen from the street shall be maintained on a lot.

(f) No antennae or other communication signal receivers which may be seen from the street shall be maintained on a lot.

(g) No satellite dish may be greater than two (2) feet in diameter or located on a lot without the prior written approval of the Architectural Review Committee.

(h) Any further subdivision of a lot is forbidden except by the Declarant, without approval by the Architectural Review Committee.

9. All grass must be mowed to a maximum of three and one-half (3 1/2") inches in height. All lots must be kept free and clear of refuse, weeds, brush and erosion. In the event of failure to correct any violation of these requirements within thirty (30) days of receipt of written notice thereof from the Architectural Review Committee, the

Architectural Review Committee, shall have the right to enter upon the lot and correct the violation and bill the lot owner for the reasonable cost of such work.

10. All lots on the Plan shall be used solely for residential purposes.

11. Aboveground swimming pools are prohibited. An in-ground swimming pool may be permitted on a lot, provided that the plans and specifications therefor have been approved by the Architectural Review Committee and that such construction complies fully with all applicable laws and regulations.

12. No travel trailers, campers, boats (with or without trailers) or other recreational vehicles, school buses, construction equipment (except during construction or remodeling of a structure), commercial trucks or trailers, or unlicensed or uninspected vehicles shall be parked on a street or on a lot outside a completely enclosed structure.

13. No billboards, signs or other objectionable structures shall be erected or maintained on a lot or improvement thereon, except a one-family name sign of not more than 144 square inches, or one temporary sign of not more than 10 square feet, advertising the property for sale, rent or open house.

14. No refuse of any kind shall be deposited anywhere other than in refuse containers placed in a completely enclosed structure except when necessary for collection.

15. No undomesticated animals of any kind may be present on a lot. No farm animals of any kind, whether pets or not, shall be maintained or harbored by any owner. No unattended pets shall be housed or allowed outside a dwelling house at any time. Dog houses and dog runs are prohibited. Each pet owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of the owner of a pet to properly clean up after his or her pet, the Architectural Review Committee may take whatever action is necessary to clean up after the pet and may bill the owner for the reasonable cost thereof.

16. By the acceptance of a deed to an area of land that is included within the Plan, the owner agrees to the reasonableness and need for these restrictions for the purpose of enhancing and protecting the value, desirability and attractiveness of the development and further agrees to the need to enforce them by appropriate legal proceedings, in law or in equity. Except as otherwise set forth herein, the failure to enforce any number of violations of these restrictions shall not be deemed a waiver of the right of subsequent enforcement, or as a waiver or extinguishment of the restrictions themselves, or any of them.

17. As to all lots, during the period of Declarant control of the Architectural Review Committee, said Committee shall have the right to amend these restrictions by an instrument in writing, to be acknowledged and duly recorded, when the Architectural

Review Committee deems such amendment necessary or desirable in the Architectural Review Committee's sole discretion. This right to amend shall be unilateral and may be exercised without the consent of any lot owners. Any amendment shall affect only those lots not yet originally conveyed by the Declarant and shall not affect the validity and enforceability of these restrictions and conditions with respect to those lots already conveyed prior to the amendment.

18. These restrictions and conditions shall run with the area that is included within the Plan. All conveyances of lands in the Plan may make reference to these restrictions and conditions and shall specifically impose them upon each conveyance, provided that the failure to do so shall not affect the validity of these restrictions and conditions which shall be binding upon each lot and all subsequent grantees, their heirs, successors and assigns, even if no reference is made to them in the deed.

19. Declarant may subject additional Phases of the Village of Cross Creek to these Building and Use Restrictions by documentation appropriately executed by the Declarant, submitting said Phase or Phases to these Building and Use Restrictions.

20. After the period of Declarant Control, this Declaration may be amended by a vote that equals or exceeds sixty-seven (67%) percent of the Lot Owners.

21. The provisions herein contained shall enure to the benefit of, and be enforceable by, the Declarant, the Architectural Review Committee and each lot owner.


If any of the purchasers of lots or their successors in title shall violate or attempt to violate any of the restrictions or conditions hereinbefore set forth, it shall be lawful for any other person or persons owning any land included within the Plan to prosecute any proceeding at law or in equity against the person or persons violating, or attempting to violate, any such restrictions or conditions either to prevent them from so doing, or to recover damages for such violation. The Declarant or Architectural Review Committee shall have no duty to enforce these restrictions and shall be liable to no party for failure to do so.

22. The invalidation of any one of the restrictions or conditions herein by a court shall not affect any of the other provisions herein which shall be and remain in full force and effect.

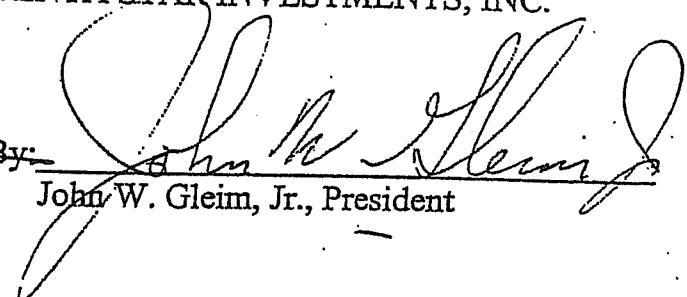
IN WITNESS WHEREOF, this declaration has been executed the day and year first above written.

ATTEST:

PENTA STAR INVESTMENTS, INC.


Keith A. Sealover, Secretary

By:

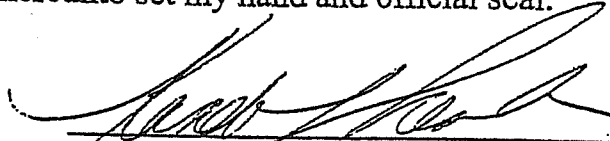

John W. Gleim, Jr., President

(SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CUMBERLAND)

On this, the 25TH day of APRIL, 2001, before me, the undersigned officer, personally appeared JOHN W. GLEIM, JR., who acknowledged himself to be the President of Penta Star Investments, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, 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 in his capacity as President.

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

 (SEAL)
Notary Public

NOTARIAL SEAL
KANDI L. LENKER, NOTARY PUBLIC
CARLISLE BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES FEBRUARY 20, 2005

Recorded
Book 673
Page 78

CGU

GENERAL ACCIDENT INSURANCE CO. OF AMERICA
A Stock Company, Boston, Massachusetts 02108-3100

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NUMBER	ISSUE DATE
QPR664587	11/09/2000

TRANSACTION: REWRITE

REX NUMBER: 0K48VD

NAMED INSURED and MAILING ADDRESS:

CROSS CREEK HOMEOWNERS ASSOC.
475 SHERWOOD DRIVE
CARLISLE, PA 17013-7200

BUSINESS: HOMEOWNERS ASSOC

FORM OF BUSINESS: ASSOCIATION

POLICY PERIOD: From 10/01/2000 to 10/01/2001 at 12:01 A.M. Standard Time at your mailing address.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance stated in this policy.

COVERAGE PARTS and SUPPLEMENTS FORMING A PART OF THIS POLICY

COVERAGE PARTS and SUPPLEMENTS

PREMIUM*

COMMERCIAL GENERAL LIABILITY COVERAGE PART

\$675.00

TOTAL ANNUAL PREMIUM

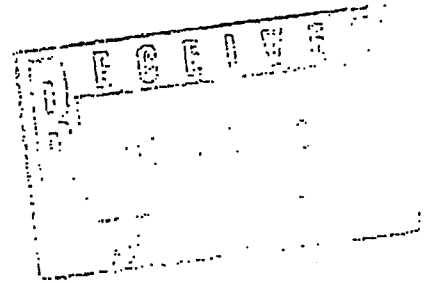
\$675.00

ENTERED
11-13-01

act: New

PREMIUM SHOWN IS PAYABLE:

\$675.00 AT INCEPTION.

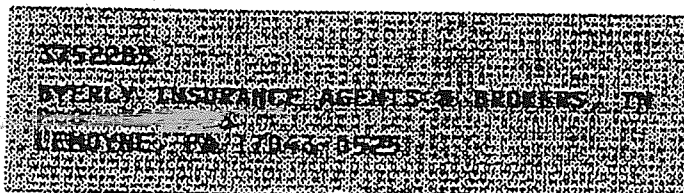


* This premium may be subject to adjustment.

The above numbered policy is completed by the use of these common declarations and the applicable coverage part declarations, together with the common policy conditions, coverage form(s) and forms and endorsements, if any.

NAME and ADDRESS OF AGENT:

COUNTERSIGNED BY:



(Authorized Representative)

(Date)

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS — LIMITED COVERAGE OPTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULES

SCHEDULE A — COVERAGES TO BE PROVIDED (SUBJECT TO THE DESCRIPTION IN SCHEDULE B) Check any one or more of the following: <input checked="" type="checkbox"/> Bodily Injury <input type="checkbox"/> Property Damage <input type="checkbox"/> Personal and Advertising Injury		
SCHEDULE B — DESCRIPTION OF LOCATION, OPERATIONS, PRODUCTS OR SERVICES TO BE COVERED (TO WHICH SCHEDULE A APPLIES) Description of location(s) operation(s), product(s) or service(s) All locations, operations, products or services to which this policy applies.		
SCHEDULE C — PREMIUM Premium \$ WAIVED		

The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage" or "personal injury" and "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or

(f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

- b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

This exclusion does not apply to the types of injury or damage indicated in Schedule A — Coverages To Be Provided of this endorsement arising out of any operations, products or services, or any operations or services at or from any specific location, described in Schedule B — Description Of Location, Operations, Products Or Services To Be Covered of this endorsement.

PUBLIC OFFERING STATEMENT
FLEXIBLE RESIDENTIAL PLANNED COMMUNITY

PHASES 1A and 2 OF THE VILLAGE OF CROSS CREEK

Name of Planned Community:	Village of Cross Creek Phases 1A and 2
Location of Planned Community:	Creek Road (T-497) North Middleton Township Cumberland County, Pennsylvania
Name of Declarant:	Penta Star Investment, Inc.
Address of Declarant:	224 North Middlesex Road Carlisle, Pennsylvania 17013
Effective Date of Public Offering Statement:	April 25, 2001

NOTICE TO PURCHASER

A PURCHASER OF A LOT IS AFFORDED A 15 DAY PERIOD DURING WHICH HE OR SHE MAY CANCEL AN EXECUTED CONTRACT FOR SALE WITHOUT PENALTY AND OBTAIN FULL REFUND OF ANY SUMS DEPOSITED IN CONNECTION WITH THE CONTRACT. THE 15 DAY PERIOD BEGINS TO RUN ON THE DATE OF DELIVERY OF THE PUBLIC OFFERING STATEMENT OR ANY AMENDMENT TO THE PUBLIC OFFERING STATEMENT WHICH MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER. IF THE PURCHASER ELECTS TO CANCEL, HE OR SHE MUST DELIVER NOTICE OF CANCELLATION TO THE DECLARANT BY HAND (IN WHICH CASE EVIDENCE OF RECEIPT SHOULD BE OBTAINED) OR BY UNITED STATES MAIL, RETURN RECEIPT REQUESTED. IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT, AND ANY AMENDMENTS THERETO, TO PURCHASER BEFORE CONVEYING A LOT, THAT PURCHASER MAY RECOVER FROM DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE UNIFORM PLANNED COMMUNITY ACT, WHICH DAMAGES ARE SUBSTANTIALLY AS FOLLOWS:

THE PURCHASER, IN ADDITION TO ANY OTHER RELIEF, IS ENTITLED TO RECEIVE FROM DECLARANT AN AMOUNT EQUAL TO FIVE (5%) PERCENT OF THE SALES PRICE OF THE LOT UP TO A MAXIMUM OF \$2,000.00, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT. A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL, SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN 15 DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THE CONTRACT, EXCEPT THAT A PURCHASER SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN 15 DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO WHICH WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.

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EXHIBITS:

EXHIBIT "A"	Articles of Incorporation for Homeowners Association
EXHIBIT "B"	By-Laws for Homeowners Association
EXHIBIT "C"	Declaration Phases 1A and 2 Village of Cross Creek
EXHIBIT "D-6"	Building and Use Restrictions
EXHIBIT "E"	Matters Affecting Title
EXHIBIT "F"	Association Budget
EXHIBIT "G"	Association Insurance Coverages

VILLAGE OF CROSS CREEK, PHASES 1A and 2

PUBLIC OFFERING STATEMENT

1. INTRODUCTION

NAME OF PLANNED COMMUNITY: Village of Cross Creek

LOCATION OF COMMUNITY: Creek Road (T-497)
North Middleton Township
Cumberland County, Pennsylvania

NAME OF DECLARANT: Penta Star Investment, Inc.

ADDRESS OF DECLARANT: 224 North Middlesex Road
Carlisle, Pennsylvania 17013

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: April 25, 2001

Penta Star Investment, Inc. ("Declarant") is the owner and developer of an approximately 17.89 acre tract of land located in North Middleton Township, Cumberland County, Pennsylvania. The tract will be developed in phases. This Public Offering Statement pertains to Phases 1A and 2 of the multi-phase, single-family residential development known as Village of Cross Creek (the "Village"). Declarant proposes to offer for sale a total of 131 lots if all phases are developed. The Declarant will develop the parcel of land into lots, construction of which has already commenced. The Village does not contemplate the construction of any buildings or amenities by the Declarant. The Declarant will construct signage, storm water, drainage facilities, a pumping station and detention ponds.

The Village is identified as a "flexible residential planned community" because the Declarant has the right to withdraw real estate from the Village, called withdrawable real estate, and to remove it from the Village. The Declarant has reserved the right to withdraw all acreage not within Phases 1A and 2 of the Village. If the withdrawable real estate is not withdrawn, it is convertible real estate which Declarant may convert into additional lots.

A lot owner will own his or her lot in the in the Village. An association of lot owners known as Village of Cross Creek Homeowners Association, Inc., (the "Association") a Pennsylvania non-profit corporation will own the Common Facilities. Portions of the development which are not owned by the Association, but are under the control of the Association, are called Controlled Facilities. No Controlled Facilities are contemplated. The Association is governed by an Executive Board, the members of which are initially elected or appointed by the Declarant. As lots are sold, the Declaration provides for control by an Executive Board elected by Lot Owners.

There is nothing in the Declaration or the Act which prohibits a Lot Owner from constructing or causing to be constructed upon a Lot a single-family dwelling in compliance with the Declaration.

The Declarant will, in connection with Phases 1A and 2 of the development of the Village, construct streets. Constructed within the streets are the storm water management facilities, sanitary sewer facilities, manholes, sanitary sewer lines, and underground utilities, including electric lines, water lines, cable television, gas lines and telephone lines. Declarant will complete all the streets within Phases 1A and 2 in accordance with the municipal requirements and upon their completion, the streets will be offered for dedication to North Middleton Township. Until such time as the streets have been completed and offered for dedication and accepted by the Township, the Declarant will be responsible to maintain the streets, including, but not limited to snow removal. No Lot Owner is obligated with respect to maintenance of the streets or snow removal therefrom.

Public water is provided by the Carlisle Suburban Authority; electric is provided by PP&L, Inc.; telephone service is provided by Sprint; gas service is provided by UGI Utilities, Inc.; cable television is provided by Comcast; sanitary sewer service is provided by Carlisle Suburban Authority; and household waste removal by North Middleton Township.

The Village is a flexible residential planned community with withdrawable and convertible real estate. If the Declarant chooses to withdraw the withdrawable real estate Lots which would have been constructed in any additional Phases, may not be developed.

The Declaration submits the Village to the provisions of the Uniform Planned Community Act (the "Act") and contains the designation of certain common elements. It also establishes the rights of the Declarant, creates the Association and other important matters pertaining to the Village.

The legal description of Phases 1A and 2 of the Village are attached as Exhibit D-2. of the Declaration.

2. DESCRIPTION OF VILLAGE OF CROSS CREEK

A. **The Lots.** Phases 1A and 2 of the Village consists of single-family detached building lots. Lots are referred to in the Act as Units which are a portion of a planned community designed for separate ownership. The Lots are as shown on the Final Subdivision Plan Phase 1 of the Village of Cross Creek, Lots 9 to 13; Lots 35 to 43; and Lots 81 to 86 inclusive as recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania, on September 18, 2000, in Plan Book 81, Page 140 and the Final Subdivision Plan for Phase 2 of the Village of Cross Creek as recorded in the Office of the Recorder of Deeds of Cumberland County Pennsylvania on December 5, 2000, in Plan Book 82, Page 53. Declarant will not build any improvements on the Lots; rather, such improvements must be made by builders pre-approved by the Declarant.

B. **The Common Facilities.** Common Facilities are portions of the Village which are not included within the boundaries of the Lots. The Common Facilities for Phase 1A consist of the Open Space areas more specifically described and depicted in Plan Book 81, Page 140. The Open Space areas will be enhanced with landscaping, and Lot OS-3 will be improved with signage identifying the Village. The Common Facilities will be conveyed to the Association. The Association is responsible to maintain, repair, manage and insure the Common Facilities, the costs of which will be borne by the individual Lot owners through regular and, if need be, special assessments.

C. **The Controlled Facilities.** Controlled Facilities are portions of the Property not owned by the Association but which are, nevertheless, maintained, improved, repaired, replaced, insured or controlled by the Association. There are no Controlled Facilities in the Village.

3. DECLARANT

The Declarant is Penta Star Investments, Inc., a Pennsylvania corporation, which maintains its principal business address at 224 North Middlesex Road, Carlisle, Pennsylvania 17013.

4. FINANCING FOR PURCHASE OF UNITS

The Declarant does not intend to offer financing to purchasers of Lots.

5. ARTICLES OF INCORPORATION OF THE ASSOCIATION

The ownership, care and maintenance of the Common Elements are governed by the Declaration through the Association. The Association was created by the filing of Articles of Incorporation as a nonprofit corporation with the Corporation Bureau of the Commonwealth of Pennsylvania. The Articles of Incorporation are attached hereto as Exhibit "A".

6. BY-LAWS OF THE ASSOCIATION

The By-Laws of the Association govern membership and operation of the Association. The By-Laws of the Association are attached hereto as Exhibit "B". By purchasing a Lot, purchasers automatically agree to abide by all of the provisions of the By-Laws.

7. DECLARATION

The Declaration outlines the provisions for operation of the Planned Community through the Association under the requirements of the Uniform Planned Community Act, 68 Pa.C.S. §5101, *et seq.*, as amended, for the use and maintenance of the Common Facilities. The Declaration is attached hereto as Exhibit "C". By purchasing a Lot, purchasers automatically agree to abide by all of the provisions of the Declaration.

8. BUILDING AND USE RESTRICTIONS

The design of the houses and other improvements and the use and occupancy of the Lots in the Village are governed by the Building and Use Restrictions. These subject the Lots to various architectural review requirements and various protective covenants. The Building and Use Restrictions are attached hereto as Exhibit "D-6" of the Declaration and are incorporated into the Declaration. By purchasing a Lot, purchasers automatically agree to abide by all the provisions of the Building and Use Restrictions. Therefore, it is extremely important that all purchasers carefully read all of the Building and Use Restrictions prior to purchasing a Lot.

9. ESCROW OF DEPOSITS

Any deposits made in connection with the purchase of a Lot, will be held in an escrow account in accordance of Section 5408 of the Act and will be returned to the purchaser if the purchaser cancels the contract pursuant to Section 5406 of the Act.

10. **MATTERS AFFECTING TITLE**

The Village is subject to various utility easements, drainage easements, sewer, water, gas, and other utility easements. In addition, the Village is subject to the Declaration and the Building and Use Restrictions. Exhibit "E" sets forth the applicable recording information.

11. **RESTRICTIONS ON TRANSFER**

Other than the agreement of prospective purchasers to be bound by the Declaration of the Village, there are no restrictions imposed by the Declarant on resale of a Lot by the Lot Owner.

12. **ASSOCIATION BUDGET**

The amount of the required assessments will be determined on an annual basis. Lot Owners will be assessed to obtain the funds necessary to meet the expenses of the Association. A projected Budget is attached hereto as Exhibit "F". The amount assessed against each Lot is determined by dividing the total annual budget by the total number of Lots in the Village. The budget was prepared by the Treasurer of the Association. No reserves are set forth in the budget for anticipated capital expenditures. The current common expense assessment for each Lot is \$96.00 per year. Each Lot Owner shall be charged an initiation fee of \$ 100 upon conveyance of a Lot from the Declarant to the Lot Owner. Each purchaser of a Lot, with the exception of the Declarant, shall, at the time of closing, pay an initiation fee to the Association. The initiation fee is non-refundable and no portion of the initiation fee is repaid to any Lot Owner who sells his, her, or its Lot. All Lots which are resold are obligated to pay the initiation fee.

There are no anticipated or expected current fees or charges to be paid by Lot Owners for the use of the Common Facilities. Declarant will not construct any improvements on individual Lots.

13. **JUDGMENTS AGAINST THE ASSOCIATION**

As of the date of this Public Offering Statement, there are no judgments against the Association, and there are no pending suits to which the Association is a party or which the Declarant has actual knowledge.

14. **ZONING, HOUSING AND BUILDING CODES**

There are no outstanding notices of violations of building codes, municipal regulations or governmental requirements.

15. WARRANTIES

No warranties are provided by Declarant with respect to Common Facilities.

16. INSURANCE

The insurance provided for the benefit of the Lot Owners by the Association is liability insurance on all Common Facilities. In addition, the Association shall obtain comprehensive public liability and property damage insurance in not less than \$1,000,000.00 per occurrence. The Executive Board may also obtain insurance policy protection against dishonest acts on the part of the Executive Board, officers or agents. A summary of the insurance coverage is attached hereto as Exhibit "G".

The Executive Board will maintain insurance as provided to protect the Association. The Executive Board does not have an obligation to provide Homeowner's Insurance with respect to the Lot or to a home constructed on any Lot.

17. GOVERNMENTAL APPROVALS

The Final Subdivision Plan for Phase 1 was approved by North Middleton Township, and the Plan was recorded on September 18, 2000, in Plan Book 81, Page 140. The Final Subdivision Plan for Phase 2 was approved by North Middleton township, and was recorded on December 5, 2000, in Plan Book 82, Page 53. A building permit will be needed prior to the construction of a building on a Unit.

18. ENVIRONMENTAL CONDITIONS

The Declarant is unaware of any environmentally hazardous conditions, contaminating the Village site, including hazardous substances, hazardous wastes or the existence of underground storage tanks for petroleum products or other hazardous substances. The Declarant is also unaware of and has no notice of any governmental investigation regarding the disposal of hazardous wastes, hazardous substances or other contaminants upon the Village. The Village is located two properties upstream from the former North Middleton Township Landfill on which the Department of Environmental Protection has ordered remediation to halt seepage of leachates, consisting of iron and magnesium, into the Conodoguinet Creek. The address and phone number of the regional offices of governmental agencies where information concerning environmental conditions affecting the Village site may be obtained are, as follows:

United States Environmental Protection Agency
1650 Arch Street
Philadelphia, Pennsylvania 19103
Telephone (800) 438-2474

Pennsylvania Department of Environmental Protection
Rachel Carson State Office Building
P.O. Box 8762
Harrisburg, Pennsylvania 17105-8762
Telephone (717) 772-5551

19. UNUSUAL AND MATERIAL CIRCUMSTANCES

The Common Facilities for Phases 1A and 2 are depicted on the Final Subdivision Plans and are subject to future amendment. There are no unusual and material circumstances.

20. MASTER ASSOCIATION

The Declaration contains no provisions authorizing the Association to become a Master Association or become part of a Master Association.


21. GENERAL INFORMATION

ANY INFORMATION OR DATA REGARDING THE PLANNED COMMUNITY NOT PRESENTED IN THIS PUBLIC OFFERING STATEMENT OR CONTAINED IN THE EXHIBITS MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION NOT EXPRESSLY CONTAINED HEREIN. THIS PRESENTATION MAY NOT BE CHANGED OR MODIFIED ORALLY. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THIS PUBLIC OFFERING STATEMENT AND THE LEGAL DOCUMENTS CREATING THE PLANNED COMMUNITY INCLUDING, BUT NOT LIMITED TO, THE DECLARATION, BY-LAWS AND PLANS, THE TERMS OF THOSE LEGAL DOCUMENTS WILL CONTROL.

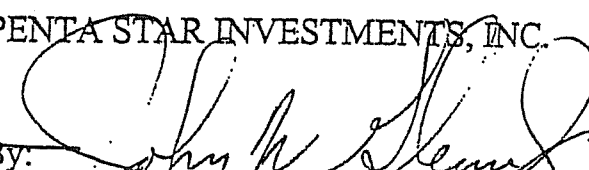
THIS PUBLIC OFFERING STATEMENT INCLUDES LEGAL DOCUMENTS WHICH DETERMINE YOUR OWNERSHIP RIGHTS IN THE PLANNED COMMUNITY. IT IS RECOMMENDED THAT YOU CONSULT LEGAL COUNSEL OF YOUR CHOICE CONCERNING THE CONTENTS OF THIS OFFERING.

ATTEST:

PENTA STAR INVESTMENTS, INC.


Keith A. Sealover, Secretary

By:


John W. Gleim, Jr., President

VILLAGE OF CROSS CREEK HOMEOWNERS' ASSOCIATION
Year 2001 Annual Budget - Phase 1A and 2
Statement of Revenues Less Expenses

Beginning Balance of Cash \$ 0.00

A. Estimated Annual Budget for Revenues/Cash Receipts - Year 2001

1. Initiation Fee - (one time fee for each new owner \$100)
Estimated 10 new home owners in Year 2001... 1,000.00

2. Year 2001 Annual Assessment...\$96.00 per Unit
10 Lots at \$96.00/Lot = \$960
Assessment Revenue for Fiscal Year 2001 960.00

Estimated 2001 Annual Receipts - Year 2001 \$ 1,960.00

B. Estimated Expense Budget

1. General Liability Insurance \$500.00
2. Directors & Officers Liability Insurance 175.00
3. Property Insurance
Buildings, Mowers, Signs, etc. 0.00
SUBTOTAL of Insurance \$ 675.00

4. Mowing 0.00
5. Maintenance 225.00
6. Utilities 0.00
7. Landscaping - Plant Material, mulch, etc. 0.00
8. Legal and Accounting 300.00
9. Social 0.00
10. Miscellaneous 500.00
11. Real Estate Taxes - County, Township, School District 260.00

Estimated 2001 Annual Expenses \$1,960.00

Estimated Ending Cash Balance at December 31, 2001 \$ 0.00

There is no amount included in the budget as a reserve for repairs, replacement or anticipated material capital expenditures.

EXHIBIT F

**BY-LAWS OF
VILLAGE OF CROSS CREEK
HOMEOWNERS' ASSOCIATION, INC.**

"A Nonprofit Corporation"

PREAMBLE

This corporation is a Nonprofit Corporation incorporated pursuant to Part II, Subpart B, Article C, Chapter 23, Subchapter A of the Pennsylvania Business Corporation Law of 1988, as amended. The business of the corporation shall be managed by an Executive Board.

**ARTICLE I
DEFINITIONS**

1.1 **"Act"** means the Uniform Planned Community Act.

1.2 **"Association"** shall mean and refer to Village of Cross Creek Homeowners' Association, Inc., a Pennsylvania nonprofit corporation, its successors and assigns.

1.3 **"Declaration"** means the Declaration for Phases 1A and 2 of the Village of Cross Creek to be recorded in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania.

1.4 **"Declarant"** shall mean and refer to Penta Star Investments, Inc., a Pennsylvania business corporation, its successors and assigns.

1.5 **"Lot"** means the Unit being a physical portion of the planned community designated for separate ownership or occupancy, as more fully set forth in the Act.

1.6 **"Member"** shall mean and refer to those persons required to be members as provided herein.

1.7 **"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, but excluding those having such interest merely as a security for the performance of an obligation

1.8 **"Property"** shall mean and refer to that certain real estate to be developed as a planned community known as the Village of Cross Creek, a development of single

family detached dwellings as more fully set forth in the final subdivision plans and submitted to the Act by the Declaration.

1.9 "Township" means North Middleton Township, Cumberland County, Pennsylvania.

ARTICLE II MEMBERS AND MEETINGS OF MEMBERS

2.1 **Members.** Every owner of a Lot in the Property is a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

2.2 **Meetings.** The annual meeting of the Members of the Association for, among other purposes, the election of the Executive Board and officers, shall be held at such time and place as the Board may from time to time determine. Special meetings of the Members may be called at any time by the President, the Board or at least one-tenth of the Members. Meetings of the Members may be held at any place within or without the Commonwealth of Pennsylvania.

2.3 **Notice.** Written notice of the time and place of the Annual Meeting and all special meetings of the Members shall be delivered to each Member ten days prior to the date of such meeting, unless a longer period of notice is required by applicable law, by the Articles of Incorporation or by these By-Laws. Notice of all special meetings of the Members shall state the general nature of the business to be transacted. Any written notice shall be delivered personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, and addressed to the designated Member at such Member's most recent address listed in the records of the Association.

2.4 **Quorum.**

2.4.1 A meeting of Members duly called shall not be organized for the transaction of business unless a quorum is present. The presence in person or by proxy of twenty (20%) percent of the Members entitled to vote shall constitute a quorum at all meetings for the transaction of business except as may be otherwise provided by law, by the Articles of Incorporation or by the Declaration.

2.4.2 The Members present at a duly organized meeting can continue to do business ~~until~~ adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

2.4.3 If a meeting cannot be organized because a quorum has not been attained, those present may, except as otherwise provided by statute, adjourn the meeting to such time and place as they may determine, but in the case of any meeting called for the election of Executive Board and officers, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of electing Executive Board and officers. In the case of any meeting called for any other purpose, those who attend the second of such adjourned meetings, although less than a quorum, shall nevertheless constitute a quorum for the purpose of acting upon any resolution or other matter set forth in the notice of the meeting, if written notice of such second adjourned meeting, stating that those members who attend shall constitute a quorum for the purpose of acting upon such resolution or other matter, is given to each member of record entitled to vote at such second adjourned meeting at least ten days prior to the day named for the second adjourned meeting.

2.5 **Voting by Members.** Every Member of the Association shall be entitled to the number of votes as set forth herein. No Member shall sell his vote for money or anything of value. Upon request of a Member, the books or records of membership shall be produced at any regular or special meeting of the Association. If at any meeting the right of a person to vote is challenged, the presiding officer shall require such books or records to be produced as evidence of the right of the person challenged to vote, and all persons who appear by such books or records to be Members entitled to vote may vote. The right of a Member to vote, and his right, title and interest in or to the Association or its property, shall cease on the termination of his membership.

2.6 **Method of Voting.** Voting may be by ballot, mail or any reasonable means determined by the Executive Board. Elections for the Executive Board and officers need not be by ballot except upon demand made by a Member at the election and before the voting begins.

ARTICLE III CLASSES OF MEMBERSHIP

3.1 **Classes.** The Association shall have two (2) classes of voting membership:

3.1.1 **Class A.** Class A Members shall be all Lot Owners and shall be entitled to vote for each Lot owned. When more than one (1) person is the Owner of a Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any Lot. The Class A Members shall not include Lots owned by the Association or Declarant unless and until its Class B membership shall cease and be converted to Class A membership as hereinafter provided.

3.1.2 Class B. Class B Members shall be the Declarant and shall be entitled to a majority of the votes of the Association. The Class B membership together with said votes shall cease and be converted to Class A membership with the right to one (1) vote for each Lot owned as aforesaid on the happening of the earliest of the following events:

- (a) sixty (60) days after conveyance of three-fourth (3/4) of the Lots in all Phases of the Property to Lot Owners other than Declarant,
- (b) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business,
- (c) seven (7) years after sale of the first Lot, or
- (d) at any other time deemed appropriate by Declarant.

ARTICLE IV PROXIES

4.1 Proxies. The vote allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. A Lot Owner may not revoke a proxy given under this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

ARTICLE V ELECTION OF EXECUTIVE BOARD

5.1 Election of Executive Board During Transfer of Declarant Control. Nothing herein to the contrary withstanding, not later than sixty (60) days after conveyance to Lot Owners of one-fourth (1/4) of all Lots which may be created to Lot Owners other than the Declarant, at least one (1) member and not less than one-fourth (1/4) of the Members of the Executive Board shall be elected by Lot Owners other than the Declarant. Not later than sixty (60) days after conveyance of one-half (1/2) of the Lots which may be created to Lot Owners other than the Declarant, not less than one-third (1/3) of the Members of the Executive Board shall be elected by Lot Owners other than the Declarant

5.2 Election of Executive Board and Officers Following Declarant Control. Not later than the termination of any period of Declarant control, the Lot Owners shall elect an Executive Board of not more than five (5) Members, at least a majority of whom

shall be Lot Owners. The Executive Board shall elect the officers. The Executive Board Members and Officers shall take office upon election.

5.3 Removal of Executive Board. Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Lot Owners, by a three-fourths (3/4) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than a Member appointed by the Declarant.

ARTICLE VI EXECUTIVE BOARD

6.1 Number and Qualification. An Executive Board shall govern the affairs of the Association. The Executive Board shall be composed of three to five persons, all of whom shall be Lot Owners or designees of the Declarant. The Declarant shall have the right in its sole discretion to replace such Directors as it is entitled to designate and to designate their successors.

6.2 Quorum of the Executive Board. A quorum is deemed present throughout any meeting of the Executive Board if persons entitled to cast fifty (50%) percent of the votes on the board are present at the beginning of the meeting. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

6.3 Powers and Duties. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Association. The Executive Board shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Association; *provided, however*, that such Rules and Regulations shall not be in conflict with the Act, the Declaration or these Bylaws. The Executive Board may delegate to one of its Members the authority to act on behalf of the Executive Board on such matters relating to the duties of the Managing Agent (as defined in Section 6.4, 6.5 and 6.6), if any, which may arise between meetings of the Executive Board as the Executive Board deems appropriate. The Executive Board may do all such acts and things as are required by the Act, the Declaration or these Bylaws to be exercised and done by the Association.

6.4 Managing Agent. The Executive Board may employ for the Association a "Managing Agent" at a compensation established by the Executive Board which in no event shall exceed ten (10%) percent of the annual budget of the Association; *provided*,

that the compensation, if any, for the first full year of operation shall be not less than that shown in the budget.

6.5 Duties of the Managing Agent. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws, and such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

- (a) to pass the annual budget, any amendment thereto and to assess any Common Expenses;
- (b) to enact, repeal or amend Rules and Regulations;
- (c) to designate signatories on Association bank accounts;
- (d) to borrow money on behalf of the Association;
- (e) to acquire and mortgage Lots;

The Managing Agent shall perform the obligations, duties and services relating to management of the property and the maintenance of reserve funds in compliance with provisions of these Bylaws.

6.6 Limitations. During a period when persons designated by the Declarant constitute a majority of the Executive Board, the Executive Board may employ any Managing Agent. Any contract with the Managing Agent must provide that it may be terminated without cause on no more than thirty (30) days, written notice.

6.7 Election and Term of Office. At the first annual meeting of the Association, the term of office of each member of the Executive Board shall be fixed at one year. The Members of the Executive Board shall hold office until their respective successors shall have been elected or designated by the Declarant during the initial period of Declarant control and thereafter elected by the Association as provided herein.

6.8 Removal or Resignation of Members of the Executive Board. Except with respect to members elected or designated by the Declarant, at any regular or special meeting duly called, any one or more of the members of the Executive Board may be removed with or without cause by the vote of sixty-seven (67%) percent of the Lot Owners entitled to cast votes. A successor may then and there be elected to fill the vacancy thus created.

Any member whose removal has been proposed by the Lot Owners shall be given at least seven days, notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at

any time by presenting to the Secretary a written resignation which shall be effective upon receipt. A member of the Executive Board shall be deemed to have resigned upon disposition of his Lot.

6.9 Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Lot Owners shall be filled by a vote of a majority of the remaining members of the Executive Board at a special meeting of the Executive Board held for the such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Any failure to fill any such vacancy or vacancies shall not invalidate any action taken by the remaining members of the Executive Board pending the election of a person to fill the vacancy or vacancies. Each person so elected to fill a vacancy on the Board shall be a member of the Executive Board for the remainder of the term of the member being replaced or until a successor shall be elected at the next annual meeting of the Association.

6.10 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members. Notice of regular meetings of the Executive Board shall be given to each member, by personal delivery or mail, at least three (3) business days prior to the day named for such meeting.

6.11 Special Meetings. Special meetings of the Executive Board may be called by the Chairperson on three (3) days notice to each member by hand delivery or by prepaid United States mail. The notice shall state the time, place and purpose of the meeting, including the general nature of any proposed amendment to the Declaration or Bylaws; any budget or assessment charges; and, any proposal to remove a director or officer. Special meetings of the Executive Board shall be called by the Chairperson or Secretary in like manner and like notice on the written request of at least two members of the Executive Board.

6.12 Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

6.13 Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such.

6.14 **Conduct of Meetings.** The Chairperson shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

6.15 **Action Without Meeting.** Any action by the Executive Board required or permitted to be taken at any executive meeting may be taken without a meeting if all of the members of the executive Board then in office shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

ARTICLE VII OFFICERS

7.1 **Designation.** The principal officers of the Association shall be the Chairperson, the Vice Chairperson, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The Chairperson and Vice Chairperson shall be members of the Executive Board. Any other officers may, but need not, be Lot Owners or members of the Executive Board.

7.2 **Election of Officers.** The officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Executive Board.

7.3 **Removal of Officers.** Upon the affirmative vote of two-third (2/3) of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

7.4 **Chairperson.** The Chairperson shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Executive Board; and have all of the general powers and duties which are incident to the office of Chairperson of an incorporated homeowners association organized under the laws of Pennsylvania, including without limitation the power to appoint committees from among the Lot Owners from time to time as the Chairperson may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

7.5 **Vice Chairperson.** The Vice Chairperson shall take the place of the Chairperson and perform the duties of the Chairperson whenever the Chairperson shall be absent or unable to act. If neither the Chairperson nor the Vice Chairperson is able to act, the Executive Board shall appoint some other member of the Executive Board to act in

the place of the Chairperson, on an interim basis. The Vice Chairperson shall also perform such other duties as shall from time to time be imposed upon him or her by the Executive Board or by the Chairperson.

7.6 **Secretary.** The Secretary shall keep the minutes of all meetings of the Association and the Executive Board; have charge of such books and papers as the Executive Board may direct; maintain a register setting forth the place to which all notices to Lot Owners shall be delivered; prepare, execute, and record amendments to the Declaration on behalf of the Association; and, in general, perform all the duties incident to the office of the Secretary of an incorporated homeowners association.

7.7 **Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties incident to the office of Treasurer of an incorporated homeowners association.

7.8 **Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations (a) including in the budget or (b) involving \$25,000.00 or less, may be executed by any one officer or other person designated by the Executive Board; otherwise, all other such instruments for expenditures or obligations of the Association shall be executed by any two officers or persons designated by the Executive Board.

7.9 **Compensation of Officers.** No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer.

ARTICLE VIII INSURANCE

8.1 **Insurance to be carried by Association.** Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, all of the following:

- (a) Property insurance on the common facilities and controlled facilities to the extent the controlled facilities can be insured separately from the Lot insuring against all common risks of direct physical loss. The total amount

of insurance after application of any deductibles shall be not less than 80% of the actual cash value of the insured property, exclusive of land, excavations, foundations and other items normally excluded from property policies.

- (b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the common elements.

8.2 **Policy Terms.** Insurance policies carried under this Section shall provide all of the following:

- (a) Each Lot Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.
- (b) The insurer waives its right to subrogation under the policy against any Lot Owner or member of the owner's household.
- (c) No act or omission by any Lot Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.
- (d) If at the time of a loss under the policy there is other insurance in the name of a Lot Owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance.

ARTICLE IX OPERATION OF THE PROPERTY

9.1 **Fiscal Year.** The fiscal year of the Association shall be January 1st to December 31st, unless otherwise determined by the Executive Board.

9.2 **Preparation and Approval of Budget.**

- (a) Within 60 days prior to commencement of each fiscal year the Executive Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, repair and replacement of the Common Elements and those parts of the Lots as to which it is the responsibility of the Executive Board

to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Lot Owners of all related services.

- (b) Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.
- (c) Within 30 days after the end of the prior fiscal year the Executive Board shall send to each Lot Owner a copy of the current year's budget in a reasonably itemized form which sets forth the amount of the Common Expenses and any special assessments payable by each Lot Owner. Such budget shall constitute the basis for determining each Lot Owners' assessment for the Common Elements of the Association.

9.3 Assessment for Common Expenses. Until the Association makes a common expense assessment, the Declarant shall pay all the expenses of the planned community. After any assessment has been made by the Association, assessments shall be made at least annually, based on a budget adopted at least annually by the Association. The budgets of the Association shall segregate limited common expenses from general common expenses if and to the extent appropriate. Cost of snow removal for any street constructed within the Planned Community shall be the Declarant's expense until such time as said street has been as accepted by Township.

9.4 Allocation and Interest. Except for assessments under Section 9.6, all Common Expenses shall be assessed against all the Lots equally. Any past due assessment or installment thereof shall bear interest at the rate established by the Association at not more than fifteen (15%) percent per year.

9.5 Limited Common Expense. If and to the extent applicable, any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed in equal shares against the Lots to which that Limited Common Element was assigned at the time the expense was incurred regardless of the size of the Lot.

9.6 Special Allocations of Expenses. Except as provided by the Declaration:

- (a) Any common expense associated with the maintenance, repair or replacement of a limited common element shall be assessed in equal shares

against the Lots to which that limited common element was assigned at the time the expense was incurred.

- (b) Any common expense benefiting fewer than all of the Lots shall be assessed exclusively against the Lots benefited. If a common expense is caused by the negligence or misconduct of the Lot Owner, the Lot Owner's family members, guests or invitees, or by the Lot Owners' failure to comply with the requirements of the Declaration the Association may assess the expense related thereto exclusively against the Lot of such Lot Owner.
- (c) The costs of insurance shall be assessed in proportion to risk, and the costs of utilities that are separately metered to each Lot shall be assessed in proportion to usage.

9.7 **Reallocation.** If Common expense liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

9.8 **Lien for Assessments.** The Association has a lien on a Lot for any assessment levied against that Lot or fines imposed against its Lot Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on real estate. A judicial or other sale of the Lot in execution of a common element lien or any other lien shall not affect the lien of a mortgage on the Lot, except the mortgage for which the sale is being held, if the mortgage is prior to all other liens upon the same property except those liens identified in 42 Pa.C.S.A. § 8152(a) (relating to judicial sale as affecting lien of mortgage) and liens for assessments created under this section. Fees, charges, late charges, fines and interest charged under the Act and reasonable costs and expenses of the association, including legal fees, incurred in connection with collection of any sums due to the Association by the Lot Owner or enforcement of the provisions of the Declaration, Bylaws, rules or regulations against the Lot Owner are enforceable as assessments. If an assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment. A lien pursuant to this section shall have the priority set forth in Section 5315 of the act.

9.9 **Notice and Perfection of Liens.** Subject to the priority of liens set forth in Section 5315(b) of the Act, recording of the Declaration constitutes record notice and perfection of a lien on a Lot for any assessment levied against that Lot or fines imposed against the Lot Owner.

9.10 Initiation Fee. Each Lot shall pay the same Initiation Fee regardless of the size of the Lot. The Executive Board may change the Initiation Fee after the initial period of Declarant control.

9.11 Reserves. The Executive Board may build and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves in the discretion of the Board. If the reserves are inadequate for any reason, including non-payment of any Lot Owner's assessment, subject to any prior approval of the Lot Owners as required by the Declaration, the Executive Board may at any time levy a further assessment, which shall be assessed against the Lot Owners equally, which may be payable in a lump sum or in installments as the Executive Board may determine. The Executive Board shall serve notice of any such further assessment on all Lot Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten days after the delivery of such notice of further assessment. All Lot Owners shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment. Such assessment shall be a lien as of the effective date as set forth herein and the Act. In no event shall such assessments be refundable or repayable to any Lot Owners.

9.12 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay each monthly or annual installment at the monthly or annual rate established for the previous fiscal year until notice of the payment which is due more than ten days after such new annual or adjusted budget shall have been delivered.

9.13 Accounts. All sums collected by the Executive Board with respect to assessments against Lot Owners or from any source may be commingled into a single fund.

9.14 Lot Owners Veto. Anything herein to the contrary notwithstanding, after the period of Declarant Control, a vote of Lot Owners entitled to cast at least eighty (80%) percent of the votes, Lot Owners may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval.

9.15 Payment of Common Expenses. Each Lot Owner shall pay the Common Expenses assessed by the Executive Board pursuant to this section. No Lot Owner may

exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Lot. No Lot Owner shall be liable for the payment of any part of the Common Expenses assessed against his Lot subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Lot Owner amounts paid by the purchaser therefor. The purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Lot Owner within five days follow a written request therefore to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth. Each Lot Owner who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such Mortgagee comes into possession thereof, except for (i) claims for a pro rata share of such assessments or charges resulting from a pro rata allocation of such assessments or charges to all Lots including the mortgaged Lot and (ii) claims for assessments not subject to divestiture pursuant to the Act.

9.16 Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Lot Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten days after due, shall accrue a late charge in the amount of five (5%) percent of the overdue assessment or installment in addition to interest as provided in the Declaration.

9.17 Statement of Common Expenses. The Executive Board shall provide within ten (10) business days any Lot Owner, contract purchaser or Mortgagee so requesting in writing, with a written statement of all unpaid assessments for Common Expenses due from such Lot Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of preparation to the extent permitted by the Act.

9.18 Maintenance, Repair, Replacement and Other Expenses. Except to the extent provided by the Declaration, or Section 5312 of the Act (relating to insurance), the Association is responsible for maintenance, repair and replacement of the Common Elements, and each Lot Owner is responsible for maintenance, repair and replacement of his Lot. Each Lot Owner shall afford to the Association and the other Lot Owners and to

their agents or employees access through the Lot reasonably necessary for those purposes. If damage is inflicted on the common elements or on any Lot through which access is taken, the Lot Owner responsible for the damage or the Association if it is responsible is liable for the prompt repair of the damage.

9.19 **Association Records.** All financial and other records shall be made reasonably available for examination by any Lot Owner and authorized agents.

9.20 **Annual Financial Statements.** Within one hundred eighty (180) calendar days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the association. The cost of preparing the financial statements shall be a common expense. Each Lot Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

ARTICLE X COMPLIANCE AND DEFAULT

10.1 **Relief.** Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Lot Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

- (a) **Additional Liability.** Each Lot Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- (b) **Costs and Attorney's Fees.** In any proceeding arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such attorney's fees as may be determined by

the court. A judgment or decree in an action or suit brought under Section 5315 of the Act shall include costs and reasonable attorneys fees for the prevailing party.

- (c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Lot Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.
- (d) Abating and Enjoining Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any By-law contained herein or the breach of any provision of the declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to enter the Lot in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Lot Owner any structure, thing or condition that may exist therein contrary to the extent and meaning of the provisions thereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE XI AMENDMENTS

11.1 Amendments to Bylaws. Amendments of a material nature to these Bylaws must be agreed to by Lot Owners entitled to cast at least sixty-seven (67%) percent of the votes. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these Bylaws which is defective, missing or inconsistent with any other provisions hereof, or with the Act or the Declaration, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Lot Owners

or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of the sentence.

11.2 Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE XII MISCELLANEOUS

12.1 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

12.2 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, these Bylaws have been duly adopted this 25TH day of April, 2001.

**VILLAGE OF CROSS CREEK HOME
OWNERS ASSOCIATION, INC.**

By: 

John W. Gleim, Jr., President

Microfilm Number _____

Filed with the Department of State on MAY 10 2000

Entity Number 2941049

Kim Fitzgerald
Secretary of the Commonwealth

ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION

DSCB:15-5306 (Rev 89)

In compliance with the requirements of 15 Pa. C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring incorporate a nonprofit corporation, hereby states that:

The name of the corporation is: Village of Cross Creek Homeowners' Association, Inc.

The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

a) <u>224 North Middlesex Road</u>	<u>Carlisle</u>	<u>PA</u>	<u>17013</u>	<u>Cumberland</u>
Number and Street	City	State	Zip	County

b) _____	_____
Name of Commercial Registered Office Provider	County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:

See attached

The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

~~Strike out if inapplicable~~): The corporation is organized upon a ~~stock~~/nonstock basis.

~~Strike out if inapplicable~~): The corporation shall have no members.

~~Strike out if inapplicable~~): ~~The incorporators constitute a majority of the members of the committee authorized to incorporate~~
~~the requirements required by the organic law of the association for the amendment of such organic law~~

~~Strike out if inapplicable~~): These Articles of Incorporation may be amended in the manner at the time prescribed by statute, all rights conferred upon members herein are granted subject to this reservation.

name(s) and address(es) of each incorporator(s) is (are):

Name(s)	Address(es)
<u>W. Gleim, Jr.</u>	<u>224 North Middlesex Road, Carlisle, PA 17013</u>

3.

The purposes for which the corporation is organized is to own, maintain and administer the common facilities in a residential planned community, to administer and enforce the covenants and restrictions and to collect and disburse the assessments and charges related thereto as well as generally engaging in any lawful act concerning any or all lawful business for which corporations may be incorporated under the "Nonprofit Corporation Law of 1988", as amended.

ROBERT P. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY-PA
101 APR 28 AM 10 30

DECLARATION FOR PHASES 1A AND 2
OF

THE VILLAGE OF CROSS CREEK

North Middleton Township, Cumberland County,
Pennsylvania

A Planned Community

THIS DECLARATION, made this 25th day of April, 2001, by PENTA STAR INVESTMENTS, INC., a Pennsylvania corporation, having its principal place of business at 224 North Middlesex Road, Carlisle, Pennsylvania, hereinafter called "Declarant". Declarant hereby submits the following Property as hereinafter defined including all easements, rights and appurtenances thereto to the provisions of the Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et seq. ("Act") and does hereby create with respect to the Property a flexible residential planned community known as the Village of Cross Creek.

W I T N E S S E T H:

ARTICLE I

SUBMISSION OF LAND

Section 1.1. Background. Declarant, is the owner in fee simple of the real estate described in the Deed dated August 6, 1997 and recorded in the Office of the Recorder of Deeds, in and for Cumberland County, in Deed Book 162, Page 949, which has been subdivided. The FINAL SUBDIVISION PLAN FOR PHASE 1 ("Phase 1") OF THE VILLAGE OF CROSS CREEK is recorded in Plan Book 81, Page 140, and the FINAL SUBDIVISION PLAN FOR PHASE 2 ("Phase 2") OF THE VILLAGE OF CROSS CREEK is recorded in Plan Book 82, Page 53, including all easements, rights and appurtenances thereto (sometimes referred to as the "Plan" or collective as the "Plans").

Section 1.2. Submission to Declaration. This Declaration (the "Declaration") submits to the "Act" and shall apply to Lots 9 to 13; Lots 35 to 43; Lots 81 to 86; and Lot OS3 inclusive of Phase 1 ("Phase 1A") and to Phase 2 (sometimes referred to as the "Property").

Section 1.3. Easements. Included among the easements, rights and appurtenances referred to herein, are all easements set forth on the Plans. Additional easements are set forth on Exhibit D-1 which is attached hereto and made a part hereof. All easements created by the Plans shall be perpetual easements and shall run with the land.

Section 1.4. Association Easement. The Common Facilities and Controlled Facilities, shall be and are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for the purpose of improvement, management, regulation, control, inspection, upkeep, maintenance, repair and replacement of said Common Elements.

Section 1.5. Legal Descriptions and Boundaries. A legally-sufficient description of the Property is attached as Exhibit D-2. A delineation of the boundaries of each Lot is displayed on Exhibit D-3.

Section 1.6. Maximum Number of Lots. The maximum number of Lots that may be created pursuant to the development of all phases is 131 and 5 open space lots.

ARTICLE II

DEFINITIONS

Section 2.1. Definitions

- (a) "Act" means the Uniform Planned Community Act.
- (b) "Architectural Review Committee" or "Committee" means the Committee which has the right, power and authority, from time to time, to make all approvals required by this Declaration, including, but not limited to approving plans, specifications and all other items to be submitted prior to the commencement of construction.
- (c) "Convertible Real Estate" means those portions of the planned community in which additional lots, common facilities and controlled facilities, or any combination thereof, may be created. Convertible real estate is described in Exhibits D-4 and D-5 and is the same portion of the planned community which is defined as "Withdrawable Real Estate".

- (d) "Declarant" means Penta Star Investments, Inc., a Pennsylvania Corporation and its successors to any Special Declarant Rights.
- (e) "Declaration" means this document as amended from time to time.
- (f) "Village of Cross Creek Homeowners' Association, Inc." or "Association" means the non-profit corporation organized under the Declaration and Section 5301 et seq. of the Act.
- (g) "Lot" means the Unit being a physical portion of the planned community designated for separate ownership or occupancy, as more fully set forth in the Act.
- (h) "Lot Owner" means the Declarant, or other person, who owns a Unit.
- (i) "Township" means North Middleton Township, Cumberland County, Pennsylvania.
- (j) "Village" or "Village of Cross Creek" means the flexible planned community submitted to the Act by the Declaration.
- (k) "Withdrawable Real Estate" means those portions of the planned community that may be withdrawn. Withdrawable real estate is described in Exhibits D-4 and D-5 and is the same portion of the planned community which is defined as "Convertible Real Estate".

Section 2.2. Provisions of the Act. The Act shall be applicable to the Property of the Declarant and is explicitly limited to the sections required by 68 Pa.C.S.A. §5102 (a)(2), except to the extent that there are contrary provisions set forth in this Declaration, the Bylaws or the Plan which are not prohibited by the Act.

Section 2.3. Additional Definitions: Additional Definitions not inconsistent herewith are set forth at 68 Pa.C.S.A. §5103.

ARTICLE III

ALLOCATION OF VOTES AND COMMON EXPENSE LIABILITIES

Section 3.1. Allocation. Each Lot shall be allocated one (1) vote in the Association and shall also be liable for the percentage of common expense that each Lot bears to the total number of Lots submitted to the Declaration.

Section 3.2. Allocation in the Event of Withdrawal. In the event convertible/withdrawable real estate is withdrawn, its withdrawal will not require reallocation.

Section 3.3. Allocation in the Event of Conversion. In the event convertible/withdrawable real is converted to Lots, reallocation shall be in accordance with Section 3.1 of this paragraph.

ARTICLE IV

RESTRICTIONS

Section 4.1. Lots shall be subject to the Restrictions which are set forth in the Building and Use Restrictions which are attached hereto, made a part hereof and marked Exhibit D-6 as if fully set forth herein.

ARTICLE V

COMMON FACILITIES, CONTROLLED FACILITIES AND LIMITED COMMON AND CONTROLLED FACILITIES

Section 5.1. No Limited Common Elements. There are no Limited Common Facilities or Limited Controlled Facilities within the Village of Cross Creek.

Section 5.2. Controlled Facilities. Declarant has not created nor does Declarant contemplate creating any Controlled Facilities. However Declarant reserves the right to create such facilities in any subsequent Phase.

Section 5.3. Common Facilities. The Common Facilities consist of Lots designated as open space on the Plan as now in effect or hereinafter amended together with open space in future phases, signage and other facilities submitted to this Declaration.

Section 5.4. Common Elements and Association Easements.

The following constitute the Common Elements to which the Association Easement applies:

- (a) the signage installed or to be installed by the Declarant; and
- (b) all lots conveyed to the Association by the Declarant which are designated as "open space"; and
- (c) any and all other Common Elements to which the Declarant turns over control to the Association.

ARTICLE VI

DECLARANT'S RIGHT RETAINED TO DESIGNATE COMMON FACILITIES

Section 6.1. The Declarant hereby retains the right to designate as a Common Facility any portion of the real estate which is designated as open space on the Plan or any subsequent plan for additional phases. Additional Common Facilities will be so designated upon their conveyance from the Declarant to the Association. The obligation of the Declarant to convey the open space shall be binding on the Declarant and any successor in interest of the Declarant, whether or not the successor succeeds to any special Declarant rights, subject however to reconfiguration of the Lots designated OS5 and OS4 of Phase 1 and possible reconfiguration in Phase 3. Until such time as there is conveyance, Declarant or Declarant's successor in interest shall own the open space. Declarant shall convey the open space to the Association by Deed of Special Warranty. Conveyance of the open space by the Declarant to the Association shall be without consideration. It is anticipated that the conveyance of additional lots of open space will have minimal impact on the budget of the Association and the common expense liability of the Lot owners. No requirements for guarantees, bonds, escrows, letters of credit or completion certificates are deemed necessary as the common facilities to be conveyed to the Association shall only consist of land,

ARTICLE VII

WITHDRAWABLE/CONVERTIBLE REAL ESTATE

Section 7.1. Reservations.

Section 7.1.1. Withdrawable Real Estate. Declarant specifically reserves the option to withdraw withdrawable real estate from the planned community at any time within seven (7) years after the recording of this Declaration.

Section 7.1.2. Convertible Real Estate. Declarant specifically reserves the option to convert convertible real estate to the planned community at any time within seven (7) years after the recording of this Declaration.

Section 7.2. Termination. There are no circumstances, other than the expiration of time, upon which the reservation to convert convertible real estate or withdraw withdrawable real estate will terminate.

Section 7.3. Limitations on Conversion or Withdrawal. There are no limitations on the Declarant's option to convert convertible real estate or withdraw withdrawable real estate other than the limitations created by or imposed by the operation of law.

Section 7.4. Effects on Interest in the Association. In the event convertible/withdrawable real estate is withdrawn, its withdrawal will not require reallocation of a Lot Owner's interest in the Association, relative voting strength in the Association or share of the common expense liability. In the event convertible/withdrawable real estate is converted, its conversion will require reallocation by increasing the total number of Lots and allocating to each Lot one vote in the Association as provided in Section 3.1. of this Declaration.

Section 7.5. Legal Descriptions of Convertible/ Withdrawable Real Estate.

Section 7.5.1. Phase 1B. Attached as Exhibit D-4 is a legally sufficient description of Phase 1B of the convertible/withdrawable real estate.

Section 7.5.2 Phase 3. Attached as Exhibit D-5 is a legally sufficient description of Phase 3 of the convertible/withdrawable real estate.

Section 7.6. Conversion at Different Times. Portions of the convertible or withdrawable real estate may be converted or withdrawn at different times. If the convertible/withdrawable real estate is converted, it is anticipated Phase 1B would be converted, then Phase 3.

Section 7.7. Withdrawal at Different Times. If the convertible/withdrawable real estate is withdrawn, it may be withdrawn simultaneously or in any order.

Section 7.8. No Requirement to Convert or Withdraw. If any portion of the convertible or withdrawable real estate is converted or withdrawn, no other portion must be converted or withdrawn.

ARTICLE VIII

PROCEDURE FOR CONVERTING CONVERTIBLE REAL ESTATE OR WITHDRAWING WITHDRAWABLE REAL ESTATE

Section 8.1. Procedure for Converting Convertible Real Estate. If the Declarant shall elect to convert convertible real estate, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Act. The Declarant is the Lot Owner of any Lot created by the conversion of convertible real estate.

Section 8.2. Contents of Amendment to the Declaration for Conversion. The Amendment to the Declaration in the event of conversion must assign an identifying number to each Lot formed in the convertible real estate and reallocate votes in the Association and common expense liabilities. The Amendment must describe or delineate any limited common elements formed out of the convertible real estate, showing or designating the Lot to which each is allocated to the extent required by the Act.

Section 8.3. Procedure for Withdrawing Withdrawable Real Estate. If the Declarant shall elect to withdraw withdrawable real estate from the planned community, the Declarant shall prepare, execute and record an amendment to the Declaration containing a legally sufficient description of the real estate being withdrawn and stating the fact of withdrawal.

Section 8.4. Contents of Amendment to the Declaration for Withdrawal. The Amendment to the Declaration in the event of withdrawal will reaffirm the votes in the Association and common

expense liabilities to the remaining Lots in the planned community in proportion to the respective votes and liabilities of those units before the withdrawal. The withdrawal is effective when the Amendment is recorded.

ARTICLE IX

CONVERTIBLE REAL ESTATE

Section 9.1. Maximum Number of Lots. If the withdrawable real estate identified in Article VII is not withdrawn, it shall then become convertible real estate and the maximum number of units is 27 Lots in Phase 1B and 44 Lots in Phase 3.

Section 9.2. Residential Use. All Lots are restricted to residential use.

Section 9.3. Compatibility of Convertible Real Estate. All Lots shall be compatible with other Lots in the planned community and although there are no assurances, Declarant shall use its best effort to insure that all single-family dwellings on convertible real estate are compatible in terms of architectural style, quality of construction, principal materials employed in construction and size.

Section 9.4. Restrictions on Convertible Real Estate. All restrictions in the Declaration will apply to units created within any convertible real estate. However, there may be slight variations. Although it is contemplated that the restrictions shall become more restrictive in subsequent phases no assurances are given in this regard.

Section 9.5. Inapplicability of Certain Assurances. There are no assurances made by the Declarant in the following regards:

- A. As to the general description of all other improvements and limited common elements, that may be made or created, upon or within each portion of convertible real estate.
- B. Any limitations as to the locations of any buildings or other improvements that may be made within convertible real estate.
- C. Any limited common elements created within any convertible real estate will be of the same general types and sizes of those within other parts of the planned community.

- D. That the proportion of limited common elements to units created within convertible real estate will be approximately equal to the proportion existing within other parts of the planned community.

ARTICLE X

ARCHITECTURAL REVIEW COMMITTEE

Section 10.1. Declarant Control. The Declarant shall appoint all members to the Architectural Review Committee until the last Lot has a single family detached dwelling erected thereon or the Declarant voluntarily relinquishes control.

Section 10.2. Initial Membership. The Architectural Review Committee shall be initially composed of Keith A. Sealover, Donald L. Runk and James C. Byerly.

Section 10.3. Quorum and Majority Action. The Architectural Review Committee shall have a quorum by the presence of more than fifty (50%) percent of its membership. The Committee shall act, upon approval or disapproval of a majority of a quorum.

Section 10.4. Appointment of Successors. The Declarant shall appoint a new member upon the death or resignation of any member. Upon expiration of the Declarant's control, the surviving members of the Architectural Review Committee shall appoint a person to fill the vacancy. If not filled within sixty (60) days, the Executive Board of the Association shall appoint a successor.

Section 10.5. Prior Approval of Architectural Review Committee. No single family detached dwelling, garage, whether attached or detached, accessory building, if permitted, fence, wall, or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change to or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall be submitted to and approved, in writing, as to harmony of exterior design and location in relation to the surrounding structures and topography by the Architectural Review Committee. In the event, that the Committee fails to approve or disapprove any such design and location, within forty-five (45) calendar days after said plans and specifications have been submitted, approval will not be required and such plans and specifications shall be deemed to

have been approved. The decision of the Committee shall be final.

ARTICLE XI

VILLAGE OF CROSS CREEK HOMEOWNERS' ASSOCIATION

Section 11.1. Mandatory Membership. All Lot Owners are members of the Village of Cross Creek Homeowners' Association and are subject to all its assessments, by-laws, rules and regulations as now or hereafter in effect. However, the Declarant or successor Declarant shall not be subject to annual assessments, special assessments or initiation fees unless the Declarant or its successor accepts conveyance of an individual Lot in the Village.

Section 11.2. Declarant Control. Declarant will control the Association for the period of seven (7) years from the date of this Declaration, during which time, the Declarant shall designate, elect and appoint or remove the officers and members of the Executive Board, unless an earlier time is provided by the Act or herein.

Section 11.3. Transfer of Declarant Control. Declarant shall transfer control of the Association as follows:

- (a) Not later than sixty (60) days after conveyance, of twenty-five (25%) percent of the Lots which may be created, to Lot Owners other than a Declarant, at least one (1) member, and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Lot Owners other than the Declarant; and
- (b) Not later than sixty (60) days after conveyance, of fifty (50%) percent of the Lots which may be created, to Lot Owners other than a Declarant, not less than thirty-three (33%) percent of the members of the Executive Board shall be elected by Lot Owners other than the Declarant; and
- (c) Not later than the termination of any period of Declarant control, the Lot Owners shall elect all members of the Executive Board.

Section 11.4. Appointments to the Architectural Review Committee. Nothing herein shall be construed to alter the provisions of Article X which provide for appointment of members to the Architectural Review Committee.

Section 11.5. Initiation Fee. Each Lot Owner, upon acceptance of the deed of the conveyance, whether from the Declarant or reconveyance from a Lot Owner, shall pay an initiation fee of one hundred (\$100) dollars to the Association, unless said Initiation Fee is subsequently increased or decreased.

Section 11.6. Annual Assessment. Each Lot Owner shall pay an annual assessment of \$ 96.00, unless said annual assessment is subsequently increased or decreased. The annual assessment shall not be prorated in the event of conveyance.

ARTICLE XII

AMENDMENT OF THE DECLARATION

Section 12.1. Amendment. This Declaration may be amended only in accordance with the procedures set forth in the Act and expressed provisions of this Declaration.

Section 12.2. Declarant's Amendment. Declarant reserves the right, without the consent of any Lot Owner to amend this Declaration during the period of Declarant Control.

Section 12.3. Amendment after Period of Declarant Control. After the period of Declarant Control, this Declaration may be amended by a vote that equals or exceeds sixty-seven (67%) percent of the Lot Owners.

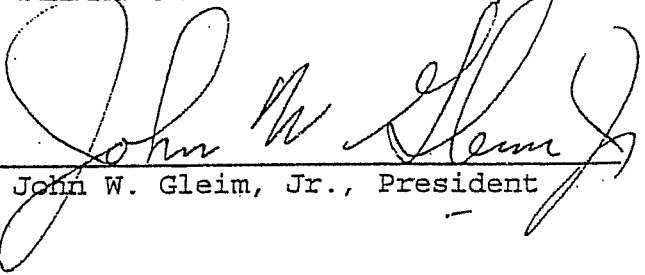
IN WITNESS WHEREOF, Penta Star Investments, Inc., a Pennsylvania corporation, by its duly authorized officers has caused this Declaration to be executed the day and year first above written.

ATTEST:

PENTA STAR INVESTMENTS, INC.


Keith A. Sealover, Secretary

By:


John W. Gleim, Jr., President

COMMONWEALTH OF PENNSYLVANIA)

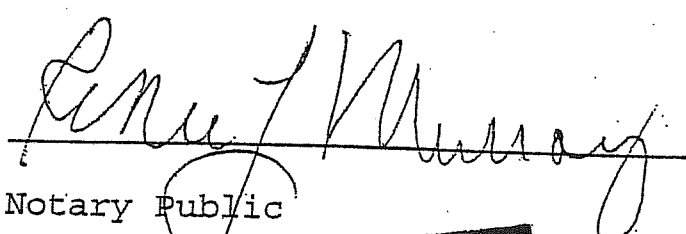
COUNTY OF CUMBERLAND)

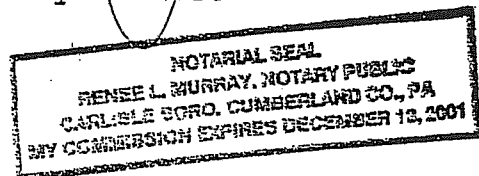
SS:

On this, the 25th day of April, 2001, before me, the undersigned officer, personally appeared JOHN W. GLEIM, JR., who acknowledged himself to be the President of Penta Star Investments, Inc., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, 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 in his capacity as President.

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

(SEAL)


Notary Public



Recorded Book 673
page 57

EASEMENTS
PENTA STAR INVESTMENTS, INC.

1. Easements as set forth in Declaration for Phases 1A and 2 of the Village of Cross Creek dated April 25, 2001 and recorded April 26, 2001 in the Office of the Recorder of Deeds in and for Cumberland County in Miscellaneous Book _____, Page _____.
2. Under and subject to easements on the Final Subdivision Plan for Phase 1 of the Village of Cross Creek located in North Middleton Township, Cumberland County, Pennsylvania dated March 22, 2000, revised May 1, 2000 and recorded in the Office of the Recorder of Deeds in and for Cumberland County in Plan Book 81, Page 140.
3. Under and subject to easements on the Final Subdivision Plan for Phase 2 of the Village of Cross Creek located in North Middleton Township, Cumberland County, Pennsylvania dated July 20, 2000 and recorded December 5, 2000 in the Office of the Recorder of Deeds in and for Cumberland County in Plan Book 82, Page 53.
4. Deed of Easement and Right of Way dated July 22, 1998 and recorded August 3, 1998 from Penta Star Investments, Inc. to the Carlisle Suburban Authority for a 20 foot permanent sanitary sewer right of way.
5. Right of Way Agreement from Penta Star Investments, Inc. to PP&L Electric Utilities Corporation dated January 31, 2001, recorded February 8, 2001 for the right of way for an electric system or systems and communications system recorded in Misc. Book 666, Page 34.
6. Deed of Easement and Right of Way Agreement between Penta Star Investments, Inc. and Carlisle Suburban Authority dated October 9, 2000, recorded February 12, 2001 in Misc. Book 666, Page 420 for a 20 foot permanent sanitary sewer right of way.
7. Deed of Easement and Right of Way Agreement from Fred A. Gettys and Yvonne W. Gettys to the Carlisle Suburban Authority and Penta Star Investments, Inc. dated August 23, 2000, recorded September 26, 2000 in Misc. Book 655, Page 792 for grant of right of way for a water main through the lands of Fred A. Gettys.

8. Deed of Easement and Right of Way Agreement from Fred A. Gettys and Yvonne W. Gettys to the Carlisle Suburban Authority and Penta Star Investments, Inc. dated March 21, 2001, recorded March 29, 2001 in Misc. Book 670, Page 734 for an easement for sanitary sewer main line across the lands of the Grantor, Fred A. Gettys.

9. Grant of Right of Way from J. Marlin Stine and Alice P. Stine to Pennsylvania Power & Light Company for right of way to construct, operate and maintain electric lines including poles, towers, cables and wires above and under the surface which right of way is 100' wide and more fully set forth in Right of Way Plan Book 4, Page 145. The Right of Way Agreement is dated October 10, 1974, and recorded on February 5, 1975 in Misc. Book 213, Page 488.

10. Grant of Right of Way in favor of Laurel Pipe Line Company from James Marlin Stine and Alice P. Stine dated May 18, 1957, recorded July 2, 1957 in Misc. Book 128, Page 17.

11. Grants of Right of Way from Maurice A. Paviol, et ux to Socony Vaccum Oil Co., Inc. dated September 19, 1945, recorded June 29, 1946 in Misc. Book 83, Page 411 and dated April 25, 1946, recorded June 29, 1946 in Miscellaneous Book 83, Page 412.

**LEGAL DESCRIPTION
FOR**

Phase IA

April 23, 2001

All that certain tract of land situated in North Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northerly Right of Way for Creek Road (T-497) and the southwestern corner of Phase 1B of the Village of Cross Creek; thence along the northern right-of-way line of Creek Road S 65°28'30" W a distance of 100.00' to a point; thence, along the western right-of-way line of Pine Creek Drive by a curve to the left having a radius of 25.00', an arc length of 39.27' and a chord bearing of N 20°28'30" E a distance of 35.36' to a point; thence, by same N 24°31'30" W a distance of 37.97' to a point; thence, by same by a curve to the left having a radius of 116.50', an arc length of 81.07' and a chord bearing of N 44°27'38" W a distance of 79.44' to a point; thence, by same N 64°23'46" W a distance of 15.20' to a point; thence, by same by a curve to the right having a radius of 166.50', an arc length of 22.37' and a chord bearing of N 60°32'48" W a distance of 22.36' to a point; thence, along other lands of The Village of Cross Creek S 31°20'33" W a distance of 120.84' to a point; thence, by same N 48°15'25" W a distance of 125.68' to a point; thence, by same N 24°31'30" W a distance of 319.92' to a point; thence, by same N 74°44'52" E a distance of 155.01' to a point; thence, by same N 31°15'19" E a distance of 163.67' to a point; thence crossing Pine Creek Drive N 33°10'55" E a distance of 50.04' to a point; thence along the northern right-of-way of Pine Creek Drive by a curve to the left having a radius of 200.00', an arc length of 10.60' and a chord bearing of S 60°44'40" E a distance of 10.60' to a point; thence, along other lands of The Village of Cross Creek N 27°44'15" E a distance of 130.00' to a point; thence, by same S 83°12'49" E a distance of 161.70' to a point; thence, by same N 86°28'10" E a distance of 67.78' to a point; thence, by same N 69°49'41" E a distance of 64.07' to a point; thence, by same N 53°27'28" E a distance of 64.07' to a point; thence, by same N 37°05'16" E a distance of 64.07' to a point; thence, by same N 20°43'03" E a distance of 64.07' to a point; thence, by same N 04°20'50" E a distance of 64.07' to a point; thence, by same N 11°25'37" W a distance of 80.00' to a point; thence, by same N 77°03'12" E a distance of 125.00' to a point; thence, crossing Pine Creek Drive N 75°52'27" E a distance of 50.01' to a point; thence, along the eastern right-of-way line of Pine Creek Drive by a curve to the left having a radius of 975.00', and arc length of 32.49' and a chord bearing of S 13°50'34" E a distance of 32.48' to a point; thence, by same by a curve to the right having a radius of 400.00', an arc length of 83.82' and a chord bearing of S 08°47'31" E a distance of 83.67' to a point; thence, by same S 01°21'23" E a distance of 20.00' to a point; thence, by same by a curve to the right having a radius of 400.00', an arc length of 539.79' and a chord bearing of S 38°44'09" W a distance of 499.75' to a point; thence, along other lands of The Village of Cross Creek S 20°05'18" E a distance of 136.92' to a point; thence, by same S 67°56'05" W a distance of 81.49' to a point; thence, by same S 19°35'04" E a distance of 267.31' to a point; thence, by same S 65°28'30" W a distance of 241.22' to a point; thence, along the eastern right-of-way line of Pine Creek Drive; by a curve to the left having a radius of 25.00', an arc length of 34.24' and a chord bearing of S 75°17'37" E a distance of 31.62' to a point, the place of BEGINNING.

Containing: 396,685 Sq. Ft. (9.11 ac.)

LEGAL DESCRIPTION
FOR

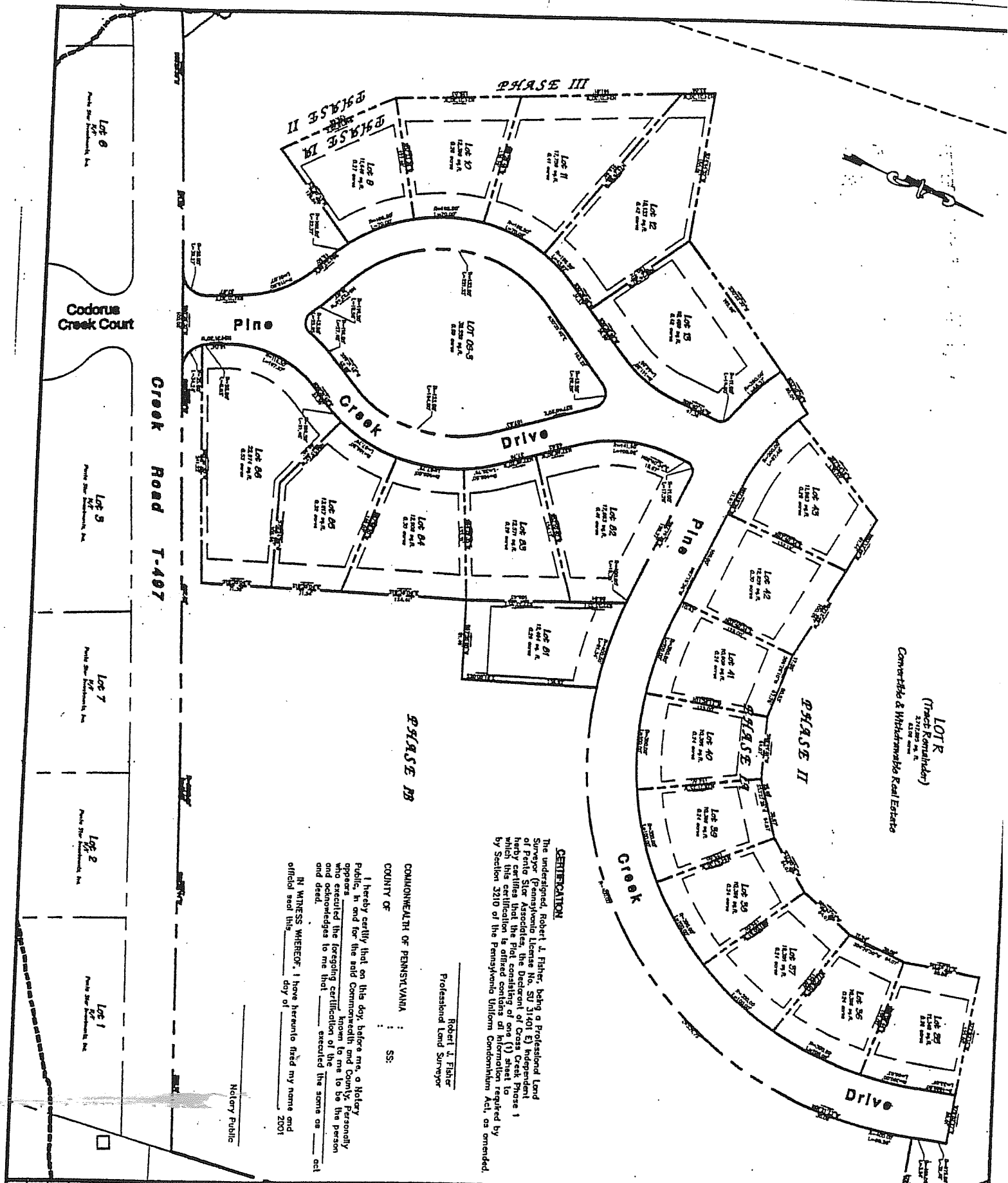
Phase II

April 23, 2001

All that certain tract of land situated in North Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point at the northwestern corner of Phase 1 of The Village of Cross Creek; thence, along other land of The Village of Cross Creek N 02°22'55" W a distance of 417.83' to a point; thence, by same N 09°40'34" E a distance of 21.88' to a point; thence, by same S 83°15'50" E a distance of 130.50' to a point; thence, along the western right-of-way line of Pine Creek Drive by a curve to the right having a radius of 250.00', an arc length of 12.83', and a chord bearing of N 08°12'22" E a distance of 12.83' to a point; thence, by same N 09°40'34" E a distance of 189.72' to a point; thence, along other lands of The Village of Cross Creek N 80°19'26" W a distance of 119.99' to a point; thence, by same S 73°59'08" W a distance of 89.20' to a point; thence, by same N 34°59'55" W a distance of 184.46' to a point; thence, by same N 25°40'52" W a distance of 164.52' to a point; thence, by same N 08°30'22" E a distance of 173.24' to a point; thence, by same S 81°29'38" E a distance of 1035.87' to a point; thence, along the western right-of-way line of Pine Creek Drive by a curve to the right having a radius of 1025.00', an arc length of 25.10' and a chord bearing of N 03°22'20" E a distance of 25.10' to a point; thence, by same S 81°29'38" E a distance of 50.16' to a point; thence, along other lands of The Village of Cross Creek S 81°29'38" E a distance of 227.69' to a point; thence, by same S 05°55'09" E a distance of 229.86' to a point; thence, by same S 75°42'41" W a distance of 224.83' to a point; thence, by along the eastern right-of-way line of Pine Creek Drive by a curve to the left having a radius of 400.00', an arc length of 3.54' and a chord bearing of N 14°32'31" W a distance of 3.54' to a point; thence, by same by a curve to the right having a radius of 975.00', an arc length of 31.46' and a chord bearing of N 13°52'15" W a distance of 31.46' to a point; thence, crossing Pine Creek Drive S 77°03'22" W a distance of 50.01' to a point; thence, along other lands of The Village of Cross Creek S 77°03'12" W a distance of 125.00'; thence, by same S 11°25'37" E a distance of 80.00' to a point; thence, by same S 04°20'50" W a distance of 64.07' to a point; thence, by same S 20°43'03" W a distance of 64.07' to a point; thence, by same S 37°05'16" W a distance of 64.07' to a point; thence, by same S 53°27'28" W a distance of 64.07' to a point; thence, by same S 69°49'41" W a distance of 64.07' to a point; thence, by same S 86°28'10" W a distance of 67.78' to a point; thence, by same N 83°12' 49" W a distance of 161.70' to a point; thence, by same S 27°44'15" W a distance of 130.00' to a point; thence, along the eastern right-of-way line of Pine Creek Drive by a curve to the right having a radius of 200.00', an arc length of 11.98' and a chord bearing of N 60°32'49" W a distance of 11.98' to a point; thence, crossing Pine Creek Drive S 31°36'04" W a distance of 50.00' to a point; thence, along other land of The Village of Cross Creek S 31°15'19" W a distance of 163.67' to a point; thence, by same S 74°44'52" W a distance of 155.01' to a point, the place of BEGINNING.

Containing: 723,138 Sq. Ft. (16.60 ac.)



LOT R
(Tract Remainder)
2,112.00 sq. ft.
Crombie & Witherspoon Real Estate

CERTIFICATION
The undersigned, Robert J. Fisher, being a Professional Land Surveyor (Pennsylvania License No. 33,140) (E) independent hereby certifies that the Plat, consisting of one (1) sheet to which this certification is affixed, contains all the information required by Section 3210 of the Pennsylvania Uniform Condominium Act, as amended.

Robert J. Fisher
Professional Land Surveyor

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS:

I hereby certify that on this day, before me, a Notary Public, in and for the said Commonwealth and County, Personally appeared, who executed the foregoing certification of the and acknowledges to me that executed the same on day of 2001.

Notary Public

DECLARATION PLAN
FOR
CROSS CREEK - PHASE 1

LOCATED IN
NORTH MIDDLETON TOWNSHIP, CUMBERLAND COUNTY, PA.

R. J. FISHER & ASSOCIATES, INC.
• LAND PLANNING & DEVELOPMENT DESIGN • PROPERTY & TOPO. SURVEYS
• LANDSCAPE ARCHITECTURE • WETLANDS IDENTIFICATION & DELINEATION
1848 BRIDGE STREET, NEW CUMBERLAND, PA. 17070
(717) 774-7534 FAX (717) 774-7190



No.	REVISION	DATE
1		
2		
3		
4		

COPYRIGHT © 2001 BY
R. J. FISHER & ASSOCIATES, INC.

DATE: 4/20/01
NO SCALE
SHEET 1 OF 1

**LEGAL DESCRIPTION
FOR**

Phase IB

April 23, 2001

All that certain tract of land situated in North Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northerly Right of Way for Creek Road (T-497) and the southeastern corner of Phase 1A of the Village of Cross Creek; thence along the eastern right-of-way line of Pine Creek by a curve to the right having a radius of 25.00', an arc length of 34.24' and a chord bearing of N 75°17'37" W a distance of 31.62' to a point; thence, along other lands of The Village of Cross Creek N 65°28'30" E a distance of 241.22' to a point; thence, by same N 19°35'04" W a distance of 267.31' to a point; thence, by same N 67°56'05" E a distance of 81.49' to a point; thence, by same N 20°05'18" W a distance of 136.92' to a point; thence, along the eastern right-of-way line of Pine Creek Drive by a curve to the left having a radius of 400.00' and arc length of 539.79' and a chord bearing of N 38°44'09" E a distance of 499.75' to a point; thence, by same N 01°21'23" W a distance of 20.00' to a point; thence, by same by a curve to the left having a radius of 400.00', an arc length of 80.28 and a chord bearing of N 08°32'19" W a distance of 80.15' to a point; thence, along other lands of The Village of Cross Creek N 75°42'41" E a distance of 224.83' to a point; thence, by same N 05°55'09" W a distance of 229.86' to a point; thence, by same N 81°29'38" W a distance of 227.69' to a point; thence, by same by a curve to the right having a radius of 975.00', an arc length of 108.16' and a chord bearing of N 07°01'25" E a distance of 108.10' to a point; thence, by same N 10°12'06" E a distance of 36.95' to a point; thence, by same S 79°47'54" E a distance of 204.07' to a point; thence, along lands now or formerly of Lawrence and Suzette Fox S 05°55'09" E a distance of 1113.49' to a point; thence, along the northern right-of-way line of Creek Road S 66°36'44" W a distance of 353.71' to a point; thence, by same by a curve to the left having a radius of 2050.00', an arc length of 40.68' and a chord bearing of S 66°02'37" W a distance of 40.68' to a point; thence, by same S 65°28'30" W a distance of 407.45' to a point, the place of BEGINNING.

Containing: 382,454 Sq. Ft. (8.78 ac.)

**LEGAL DESCRIPTION
FOR
Phase III
APRIL 24, 2001**

All that certain tract of land situated in North Middleton Township, Cumberland County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a point on the northerly Right of Way for Creek Road (T-497) and the southeastern corner of lands of N/F James E. & Leighann Schlusser, (Db 35E, Pg 834), thence along the lands of James E. and Leighann Schlusser (Db 35e, Pg 834), N 26°03'54" W a distance of 477.55", to a point; thence along the same, N 14°00'07" E a distance of 55.00' to a point; thence along the same, N 49°29'53" W a distance of 62.00' to a point; thence along the same, N 07°44'53" W a distance of 358.00' to a point; thence along the same, N 06°29'53" W to a distance of 340.00' to a point; thence along the same N 27°29'53" W a distance of 165.00' to a point; thence along the same, N 08°49'53" W a distance of 110.00' to a point; thence along the same, N 22°33'07" W a distance of 75.20' to a point; thence along the lands of Kevin Mullen (Db 35L, Pg 279), N 24°21'59" W a distance of 136.15' to a point; thence along the lands of Keith T. and Denise E. Mullen (Db 156, Pg 709), N 24°21'59" W a distance of 226.75' to a point; thence along the same, N 10° 31'41" W a distance of 100.00' to a point; thence along the same, N 29°01'41" W a distance of 155.00' to a point; thence along the same, N 17°46'41" W a distance of 115.27' to a point; thence along the lands of Richard Haldeman, N 49°27'15" E a distance of 1224.11' to a point; thence, along lands now or formerly of Carl E. and Doris J. Jumper S 06°20'46" E a distance of 466.94' to a point; thence, by same S 86°35'43" E a distance of 785.40' to a point; thence, by along lands now or formerly of Fred A. Gettys S 02°54'17" W a distance of 574.20' to a point; thence, along lands now or formerly of Lawrence H. and Suzette M. Foxx S 05°55'09" E a distance of 289.79' to a point; thence, along other lands of The Village of Cross Creek N 79°47'54" W a distance of 204.07' thence, along the eastern right-of-way line of Pine Creek Drive S 10°12'06" W a distance of 36.95' to a point; thence, by same by a curve to the left having a radius of 975.00', an arc length of 108.16' and a chord bearing of S 07°01'25" W a distance of 108.10' to a point; thence, crossing Pine Creek Drive N 86°09'15" W a distance of 50.00'; thence, along the western right-of-way line of Pine Creek Drive by a curve to the left having a radius of 1025.00', and arc length of 21.03' and a chord bearing of S 03°15'29" W a distance of 21.03' to a point; thence, along other lands of The Village of Cross Creek N 81°29'38" W a distance of 1035.87' to a point; thence, by same S 08°30'22" W a distance of 173.24' to a point; thence, by same S 25°40'52" E a distance of 164.52' to a point; thence, by same S 34°59'55" E a distance of 184.46' to a point; thence, by same N 73°59'08" E a distance of 89.20' to a point; thence, by same S 80°19'26" E a distance of 119.99'; thence, along the western right-of-way line of Pine Creek Drive S 09°40'34" W a distance of 189.72' to a point; thence, by same by a curve to the left having a radius of 250.00', an arc length of 12.83' and a chord bearing of S 8°12'22" W a distance of 12.83' to a point; thence, along other lands of The Village of Cross Creek N 83°15'50" W a distance of 130.50' to a point; thence, by same S 09°40'34" W a distance of 21.88' to a point; thence, by same S 02°22'55" E a distance of 417.83' to a point; thence, by same S 24°31'30" E a distance of 319.92' to a point; thence, by same S 48°15'25" E a distance of 125.68' to a point; thence, by same N 31°20'33" E a distance of 120.84' to a point; thence, along the western right-of-way line of Pine Creek Drive by a curve to the left having a radius of 166.50', an arc length of 22.37' and a chord bearing of S 60°32'48" E a distance of 22.36' to a point; thence, by same S 64°23'46" E a distance of 15.20' to a point; thence, by same by a curve to the right having a radius of 116.50', and arc length of 81.07' and a chord bearing of S 44°27'38" E a distance of 79.44' to a point; thence, by same S 24°31'30" E a distance of 37.97' to a point; thence, by same by a curve to the right having a radius of 25.00, an arc length of

39.27' and a chord bearing of S 20°28'30" W a distance of 35.36' to a point; thence, along the northern right-of-way line of Creek Road S 65°28'30" W a distance of 211.20' to a point; thence, by same by a curve to the left having a radius of 1025.00', an arc length of 154.32' and a chord bearing of S 61°09'42" W a distance of 154.18' to a point, the place of BEGINNING.

Containing:

2,024,833 sq. ft. (46.48 acres)

MATTERS AFFECTING TITLE
PENTA STAR INVESTMENTS, INC.

ROBERT F. ZIEGLER
RECORDER OF DEEDS
CUMBERLAND COUNTY, PA
01 APR 26 AM 10 30

DECLARATION:

1. Declaration for Phases 1A and 2 of the Village of Cross Creek dated April 25, 2001 and recorded April 26, 2001 in the Office of the Recorder of Deeds in and for Cumberland County in Miscellaneous Book _____, Page _____.

BUILDING AND USE RESTRICTIONS:

1. Building and Use Restrictions dated April 26, 2001 and recorded April 25, 2001 in the Office of the Recorder of Deeds in and for Cumberland County in Miscellaneous Book _____, Page _____.

MORTGAGES:

1. Mortgage from Penta Star Investments, Inc. to Adams County National Bank dated July 19, 2000 and recorded July 25, 2000 in the Office of the Recorder of Deeds in and for Cumberland County in Mortgage Book 1627, Page 826 in the face amount of \$1,500,000.00.

JUDGMENTS:

1. Municipal lien for sewer assessment in favor of the Carlisle Suburban Authority and against Penta Star Investments, Inc. filed to No. 2000-1425 MLD Term filed on March 10, 2000, in the face amount of \$43,875.00. Judgment was subordinated to the Mortgage of Adams County National Bank on October 3, 2000.

SUBDIVISION:

1. Final Subdivision Plan for Phase 1 of the Village of Cross Creek located in North Middleton Township, Cumberland County, Pennsylvania dated March 22, 2000, revised May 1, 2000 and recorded in the Office of the Recorder of Deeds in and for Cumberland County in Plan Book 81, Page 140.

2. Final Subdivision Plan for Phase 2 of the Village of Cross Creek located in North Middleton Township, Cumberland County, Pennsylvania dated July 20, 2000 and recorded December 5, 2000 in the Office of the Recorder of Deeds in and for Cumberland County in Plan Book 82, Page 53.

RIGHTS OF WAY:

1. Deed of Easement and Right of Way dated July 22, 1998 and recorded August 3, 1998 from Penta Star Investments, Inc. to the Carlisle Suburban Authority for a 20 foot permanent sanitary sewer right of way.
2. Right of Way Agreement from Penta Star Investments, Inc. to PP&L Electric Utilities Corporation dated January 31, 2001, recorded February 8, 2001 for the right of way for an electric system or systems and communications system recorded in Misc. Book 666, Page 34.
3. Deed of Easement and Right of Way Agreement between Penta Star Investments, Inc. and Carlisle Suburban Authority dated October 9, 2000, recorded February 12, 2001 in Misc. Book 666, Page 420 for a 20 foot permanent sanitary sewer right of way.
4. Deed of Easement and Right of Way Agreement from Fred A. Gettys and Yvonne W. Gettys to the Carlisle Suburban Authority and Penta Star Investments, Inc. dated August 23, 2000, recorded September 26, 2000 in Misc. Book 655, Page 792 for grant of right of way for a water main through the lands of Fred A. Gettys.
5. Deed of Easement and Right of Way Agreement from Fred A. Gettys and Yvonne W. Gettys to the Carlisle Suburban Authority and Penta Star Investments, Inc. dated March 21, 2001, recorded March 29, 2001 in Misc. Book 670, Page 734 for an easement for sanitary sewer main line across the lands of the Grantor, Fred A. Gettys.
6. Under and subject to Resolution 93-1 of North Middleton Township including the premises in the Agricultural Security Area which Resolution was filed of recorded February 17, 1993 in Misc. Book 437, Page 1067.
7. Grant of Right of Way from J. Marlin Stine and Alice P. Stine to Pennsylvania Power & Light Company for right of way to construct, operate and maintain electric lines including poles, towers, cables and wires above and under the surface which right of way is 100' wide and more fully set forth in Right of Way Plan Book 4, Page 145. The Right of Way Agreement is dated October 10, 1974, and recorded on February 5, 1975 in Misc. Book 213, Page 488.

8. Grant of Right of Way in favor of Laurel Pipe Line Company from James Marlin Stine and Alice P. Stine dated May 18, 1957, recorded July 2, 1957 in Misc. Book 128, Page 17.

9. Grants of Right of Way from Maurice A. Paviol, et ux to Socony Vaccum Oil Co., Inc. dated September 19, 1945, recorded June 29, 1946 in Misc. Book 83, Page 411 and dated April 25, 1946, recorded June 29, 1946 in Miscellaneous Book 83, Page 412.

4-25-01