

FIRST AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR KINGS CROSSING, INC.

(Lower Paxton Township, Dauphin County, PA)

This DECLARATION, made on the date hereinafter set forth by KINGS CROSSING, INC., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant owns certain property in Lower Paxton Township, County of Dauphin, Commonwealth of Pennsylvania, which is more particularly described as follows:

(SEE EXHIBIT "A" ATTACHED)

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to KINGS CROSSING HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean that portion of the premises shown on the preliminary plan for the Subdivision of KINGS CROSSING and designated as lots 45 and 147. However, the Declarant reserves the right to add additional land to the Common Area.

Section 5. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the property.

Section 6. "Declarant" shall mean and refer to KINGS CROSSING, INC., its successors or assigns.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area (although no such facility is now contemplated);

(b) the right of the Association to suspend the voting rights of an Owner and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations or this Declaration;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of members, has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Each Lot shall have the exclusive use of its driveways and each Lot shall be available for off street parking for the use of the owners of that lot and parking on the public streets shall exist as regulated by Lower Paxton Township, except as otherwise provided herein.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. All Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENT**

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot owned upon which is erected a completed house dwelling within the subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title; however, the successors in title shall become jointly and severally liable for such delinquent assessments.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote recreation, health, and safety in the Property and for the improvement and maintenance of the pond, detention areas, if any, and common open space, and for the maintenance of an entrance feature, if any, and such other improvements that may be created by the Declarant or the Homeowners Association. All maintenance of drainage easements on individual lots shall be the sole responsibility of those Lot Owners. All drainage easements on Common Areas shall be the responsibility of the Association.

Section 3. Maximum Annual Assessment. The annual assessment is fifty dollars (\$50.00) per lot.

- (a) The maximum base annual assessment may be increased each year not more than 5% above the assessment for the previous year by the Board of Directors without a vote of the membership.
- (b) The base annual assessment may be increased above 5% if approved by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Declarant shall not be obligated to pay the annual assessment on the original lots it owns.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area or for additional costs of maintenance, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice, including the use of email, of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes (including Declarant) in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be due and commence as to all Lots April 30th of the calendar year for which the assessment is applicable. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. As to the first sale of a Lot by the Declarant, the annual assessment for that Lot of Fifty Dollars (\$50.00) or such other fee as would be in effect at that time shall be paid at settlement by the Purchaser (however if the Lot is being purchased by a builder to erect a house for resale the first annual assessment shall not be due until that builder transfers title to the house and Lot). Thereafter the annual assessment on a Lot shall be paid in April of each year without the necessity of a bill being sent by the Association to each individual Lot owner. Bills will only be sent when there is an increase in the assessment from the prior year's assessment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Manager setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall be delinquent and the assessment shall bear interest from the due date at the rate of fifteen percent (15%) per annum but with a minimum charge of not less than \$1.00 per day. The Association may bring an action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or any second mortgage created and recorded at time of purchase. Sale or transfer of any Lot shall not defeat the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Transfer of Ownership. Except as limited by Section 8 above, upon the sale or transfer of any ownership interest in a Lot, all unpaid assessment installments shall then

immediately become due and payable and the Association may pursue such remedy or remedies as it determines necessary to collect the unpaid assessment installments from the prior or present owners of said Lot.

Section 10. Special Provisions as to Lot 37. The Declarant has sold Lot 37 to The Bell Telephone Company of Pennsylvania. It has been agreed to between Kings Crossing, Inc. and The Bell Telephone Company of Pennsylvania that Lot 37 shall no longer be a part of the Kings Crossing Homeowners Association and shall not be bound by any of the documents creating and establishing the Kings Crossing Homeowners Association nor the Declaration of Covenants, Conditions and Restrictions for Kings Crossing, Inc. It was understood between Kings Crossing, Inc. and The Bell Telephone Company of Pennsylvania that the initial use of Lot 37 would be to locate a subscriber carrier enclosure, having base dimensions not to exceed 12 feet by 8 feet, in the northeast quadrant of said Lot. The enclosure shall be located as inconspicuously as practical, with reasonable landscaping and/or shrub screening to be placed and maintained by and at the expense of The Bell Telephone Company of Pennsylvania. If there is any change in the function, size or design of the facility, it shall be subject to approval by Kings Crossing, Inc. and/or Kings Crossing Homeowners Association, their successors or assigns; however, said approval shall not be unreasonably withheld. Any driveway access to be placed on Lot 37 shall be paved and shall be constructed and maintained by The Bell Telephone Company of Pennsylvania. The Bell Telephone Company of Pennsylvania shall cut and/or trim any and all grass, shrubs, trees or other vegetation growing on, over or in Lot 37 in a manner comparable to other property in the Kings Crossing Subdivision except for responsibilities of maintenance agreed to by Kings Crossing, Inc. which will be assumed by the Kings Crossing Homeowners Association. Kings Crossing, Inc. and/or the Kings Crossing Homeowners Association have retained the right to locate an entrance monument in the southeast quadrant of Lot 37, the location of which shall be such so as not to interfere with The Bell Telephone Company of Pennsylvania's facilities and use of Lot 37 which location shall be considered an easement together with a right-of-way over Lot 37 enabling Kings Crossing, Inc. and/or Kings Crossing Homeowners Association to provide electric service and/or access to said monument. Kings Crossing, Inc. and/or Kings Crossing Homeowners Association, their successors or assigns, shall, at their expense, maintain said monument and any plantings, adornments or facilities subordinate thereto. The Bell Telephone Company of Pennsylvania shall not be required to become a member or to tender dues to the Kings Crossing Homeowners Association or any other property owners association which may be established for the Kings Crossing Subdivision.

ARTICLE V ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon a Lot nor shall any exterior changes be made until the plans and specifications showing the nature, size, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Board of Directors of the Association, or by an architectural

committee composed of three (3) or more representatives appointed by the Board, except as set forth below. In the event said Board, or its designated committee, fails to approve or disapprove such design, materials or location within thirty (30) days after said plans and specifications have been submitted to it in writing and said Board, or its designated committee acknowledges receipt of the same in writing to the individual, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to original construction by the Declarant.

All driveways shall be paved.

Entire non-wooded area of lots shall be graded and seeded in a professional manner. All lots must be graded and swaled in such a way as to prevent storm water from flowing onto adjacent lots or properties.

There should be no exposed block on any dwelling or out building. Siding or brick must extend to grade level on all sides.

All construction shall provide for appropriate erosion and sedimentation control measures as required by all local, state and federal agencies having regulations pertaining thereto.

All lot owners shall install sidewalks as per township specifications along the lot frontage where indicated on the subdivision plan.

All houses must have a pole light in the front yard.

ARTICLE VI EXTERIOR MAINTENANCE

Section 1. Owners Responsibility. Each Lot owner shall be responsible for all of the exterior and interior maintenance of the structure, driveway, appurtenant structures and landscaping on their individual Lot. The Association will do no maintenance on individual Lots other than as set forth in Article VI, Section 3.

Section 2. Owners Obligation to Rebuild. If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance (Or other style approved by the Architectural Review Committee) and condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner.

Section 3. Failure to Repair, Restore or Maintain. In the event an Owner of any Lot in the property shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors, the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and/or employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon as close as possible to their original state. The costs of such exterior maintenance shall be added to and become part of the assessment to

which such Lot is subject and shall be paid in such manner as the Board of Directors determines.

ARTICLE VII USE RESTRICTIONS

Section 1. Protective Covenants. The following restrictions are imposed as a common scheme upon all Lots:

- a. No tanks or storage of gas or liquids may be maintained on any Lot.
- b. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided that not more than three (3) pets in the aggregate may be kept in any Lot. Any excrement or fecal matter deposited by said pets outside the structure shall be immediately removed. Outdoor housing of pets shall not be permitted. No breeding or training kennels for dogs shall be kept or maintained upon any Lot.
- c. No garbage, refuse, rubbish or cuttings shall be deposited on any Lot, Street, sidewalk or parking area unless placed in a closed rigid receptacle/container provided by the Lot Owner. Containers provided by the Lot Owner shall not be placed on any Street, sidewalk, parking area or common area, except when necessary for collection and shall be regularly kept in a location on the Lot from which it is least visible to any other portion of the land of KINGS CROSSING. The containers shall only be placed at curbside the night before the collection.
- d. No commercial or non—passenger vehicle of any type, no travel trailer, motor home, mobile home, camping trailer, truck tractor, utility trailer or similar structure or vehicle shall be located on any Lot, temporarily or permanently, for any use whatsoever. While a new home is under construction, a job trailer is acceptable until completion of the home provided the home is completed in a timely manner.
- e. No boats of any type shall be permitted on the property of a Lot Owner in KINGS CROSSING for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Architectural Control Committee of the Association.
- f. No outside radio or television antenna or satellite reception device shall be erected on the property or on the dwelling unit within KINGS CROSSING unless and until permission for the same has first been granted by the architectural control committee of the Association.
- g. No drying or airing of any clothes or bedding shall be permitted outdoors within the area of the property of a Lot Owner within KINGS CROSSING unless it is done in such manner that the hanging devices and the clothes hanging on the lines are not visible from the streets within the KINGS CROSSING Development.
- h. No noxious, unsightly, offensive, annoying activity or nuisance, including but not limited to vehicle repairs, shall be conducted on the property of a Lot Owner or on the Common Area or on the streets, nor shall anything be permitted to be done thereon

which may be or may become an annoyance or nuisance to residents of KINGS CROSSING.

i. No sign of any kind shall be displayed to the public view on any Lot or improvements thereon except a one—family name sign of not more than 144 square inches or one temporary sign advertising the property for sale or for rent. No such signs shall be illuminated.

j. No trucks (other than standard pickups), trailers, boats, recreational vehicles, motor homes, water vehicles, snowmobiles or other motor vehicles shall be parked, repaired or stored on any Street overnight within Kings Crossing. No such vehicle or boat shall ever be parked on the Common Area.

k. There shall be no use of the Common Areas and green areas except for natural recreational uses which do not injure the Common Areas or the vegetation thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in the vicinity of the Common Areas and green areas.

1. All Lots are to be maintained in a clean and sanitary condition and all lawns, shrubs and other vegetation shall be groomed and maintained regularly as needed. All sidewalks and driveways located on any Lots shall be kept free of snow, ice and debris.

m. Any construction that may be contemplated in the wetlands as delineated on the preliminary plan for KINGS CROSSING shall be controlled and/or prohibited by the Association or applicable local, state or federal laws.

n. No all terrain vehicles or similar vehicles, go carts, mopeds, snowmobiles nor any other similar type of motorized vehicle shall be operated on any of the Common Areas, streets, or lots within the KINGS CROSSING Development. In the event any Lot Owners own any of these types of motorized vehicles, they shall, at all times, be stored inside the residence or garage and shall not be stored or parked on the exterior of any residence.

o. No basement, tent, shack, garage, barn or structure of a temporary character shall be erected on any Lot or be used as a residence, either temporarily or permanently.

i. Sheds may be constructed on a Lot after an approval by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board, as set forth in Article V.

p. No unlicensed or uninspected vehicles shall be stored on any Lots.

q. No earth may be removed from Kings Crossing without the consent of Declarant; any excess fill shall be dumped at an appropriate place designated by the Declarant.

r. All firewood shall be split and neatly stacked at the rear of a house with a maximum size pile 4 feet wide by 8 feet long by 5 feet high. Scrap building materials, wooden skids or pallets and uncut and unsplit logs are prohibited.

s. No skateboard ramps of any kind are allowed on any Lot or driveway.

t. No hazardous substances as such are defined in any Local, State or Federal Laws shall be placed upon any of the Common Areas without the consent of the Board of Directors.

u. No above ground pools may be erected. Only in-ground pools and Jacuzzis/hot tub spas will be considered for approval by the Board of Directors of the Association, or by an architectural committee. An above ground pool is defined as a partially enclosed body of water intended for swimming or water-based recreation the enclosure constructed of material including but not limited to plastic, metal, rubber or fiberglass type components and with a depth in excess of 24 inches at any point, whose framework is installed primarily above ground elevation.

As of January 1, 2014, any currently existing above ground pools will be grandfathered in. The current owner(s) of a property with an above ground pool are not permitted to replace an existing above ground pool; upon disrepair an above ground pool must be immediately removed and shall not be replaced. In the event an owner(s) fails to immediately remove an above ground pool upon disrepair the Association after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and/or employees, to enter upon said parcel and to remove the above ground pool and restore the Lot as close as possible to its original state. The costs of such removal and restoration shall be added to and become part of the assessment to which such Lot is subject and shall be paid in such manner as the Board of Directors determines.

Section 2. Special Covenant. No house, barn or other structure, or inflammable or explosive materials of any kind, shall be built or stored within the sixty (60) foot PP&L right-of-way as recorded in Misc. Book Q-16, page 135.

ARTICLE VIII RENTAL UNITS

Units shall not be rented for less than a minimum of six (6) months. All tenants shall be given a copy of this Declaration and of any Rules and Regulations pertaining to KINGS CROSSING upon the execution of a lease. The tenants shall be bound by all of the provisions in these documents and otherwise pertaining to the Development. Furthermore, Lot Owners who rent their Units shall also remain fully responsible for all of the actions of their tenants and the requirements of the Declaration, By-Laws and Rules and Regulations of the Association.

ARTICLE IX UTILITIES

There is hereby granted a blanket easement upon, across, over and under all of the property for ingress, egress, installation, replacing, repairing and maintaining a multi—use cable system and all utilities including, but not limited to, water, sanitary and storm sewers, television cable, gas, telephone, electricity and drains. By virtue of this easement, it shall be expressly permissible for the providing utility company or other responsible party to erect and maintain the necessary poles and other necessary equipment on or under the individual Lots. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical

lines, water lines, or other utilities or drainage easements may be installed, located or relocated on any Lots except those initially planned and approved by the Declarant or its successors or assigns, or by the Board of Directors, provided in no event shall any such future easements interfere with the use and enjoyment of any Lot. Should any utility furnishing a service covered by the general easement herein provided or should the Declarant request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on the property without conflicting with the terms hereof. The easements provided for in this Article shall not impair any other recorded easement on the property.

Each Lot Owner shall be responsible for the maintenance of the water, gas, electric and sewer lines serving their property in accordance with the Rules and Regulations of the utility providing such service. To provide Owners with underground utility lines, it may be required from time to time that two or more Lots be served by common service line. Owners of Lots with such lines agree to cooperate fully with the utility companies concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the owners served thereby.

Nothing contained herein shall limit the rights of PP&L regarding their easement as recorded in Misc. Book G, Vol. 15, page 273 for the existing power lines across the Development.

ARTICLE X ORAL REPRESENTATIONS

Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Lot, the Common Areas, the property or the Development except as specifically set forth herein or in any agreement of sale for a Lot, and no person shall rely upon any warranty or representation not so specifically made herein.

ARTICLE XI OWNERSHIP OF LAND

The Declarant reserves the right to transfer some of the land described in Exhibit "A" to the Kings Crossing Homeowners Association from time to time until the date that Declarant sells the last lot owned by it in the property and Kings Crossing Homeowners Association hereby accepts title to such lands. Thereafter, such lands shall be owned and maintained by the Kings Crossing Homeowners Association.

ARTICLE XII LIMITATION OF LIABILITY

Section 1. Limited Liability of the Board Members and Officers of the Association. The Board, and its members in their capacity as members, and officers of the Association:

(a) Shall not be liable for the failure of any service to be obtained by the board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Lot Owner or person on the Properties, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Board or its members or officers;

(b) Shall not be liable to the lot Owners as a result of the performance of the Board members' or officers' duties for any mistake of judgment, negligence or otherwise, except for the Board members' or officers' own willful misconduct or gross negligence; and

(c) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board or the Association in the performance of the Board members' or officers' duties;

(d) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them except for the Board members' or officers' own willful misconduct or gross negligence in the performance of their duties.

Section 2. Indemnification. Each member of the Board, in his capacity as a Board member, and each officer of the Association, in his capacity as an officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by the reason of his being or having been a member and/or officer of the Board or an officer of the Association, or any settlement of any such proceeding, whether or not he is a Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board (with the affected member abstaining if he is then a Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Lot Owners set forth in this section shall be paid by the Association on behalf of the Lot Owners and shall constitute a special assessment and shall be collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Lot Owners or otherwise.

Section 3. Indemnification Insurance. The Board may obtain insurance to satisfy the indemnification obligation of the Association and all Lot Owners set forth in Section 2 above, if and to the extent available. The indemnification obligation of the Association shall be in addition to the insurance.

**ARTICIE XIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by a seventy-five (75%) percent vote of the votes entitled to be cast at a duly called meeting.

Section 4. Insurance. No person other than the Owner of a Lot, or the mortgagee where permitted by the mortgage, shall have the right to place hazard or liability insurance for that Lot.

**ARTICLE XIV
WETLANDS' DESIGNATION/MITIGATION AREA**

On August 2, 1993 Kings Crossing, Inc., the developer of the Kings Crossing Subdivision entered into an Agreement with the United States Government entitled "Declaration for Compensatory Mitigation Site and Waters of the United States on Part of Property" which document is recorded in the Office of the Recorder of Deeds of Dauphin County, Pennsylvania in Record Book 2029, page 542. This Declaration applies to the entire Kings Crossing Subdivision and contains certain additional covenants and restrictions which apply to the development and use of the lands within the Kings Crossing Subdivision. All lots purchased in the Kings Crossing Subdivision are subject to the terms and conditions of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto its hand and seal this 12th day of, December 2014.

ATTEST:

By: [Signature]

KINGS CROSSING, INC.

By: [Signature]
Chuck Gilmore / Charles W. Gilmore

(corporate seal)

STATE OF PENNSYLVANIA: SS. -
COUNTY OF Dauphin:

On this, the 2nd day of Dec., 2014, before me, A NOTARY PUBLIC, the undersigned officer, personally appeared Charles W. Gilmore who acknowledges himself to be the President of KINGS CROSSING, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

[Signature]
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy Marie Stine, Notary Public
Swatara Twp., Dauphin County
My Commission Expires July 25, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

ALL THAT CERTAIN tract or parcel of land and premises, situate, lying and being in the Township of Lower Paxton in the County of Dauphin and Commonwealth of Pennsylvania more particularly described as follows:

BEGINNING at a point at the right -of-way intersections of Union Deposit Road and Nye's Road; thence by the eastern right-of-way line of Nye's Road N 12 degrees 54' 30" N, 499.49 feet; thence by a curve to the left with radius of 1007.66 feet, Arc -456.95 feet to a point; thence by a curve to the right-of-way radius of 2,003.54 feet Arc — 363.14 feet; thence N 22 degrees 36' 20" W, 241.86 feet; thence N 32 degrees 37' 00" E, 384.82 feet, along land of Copperstone Farm, Inc., the following courses:

N 32 degrees 37' 00" E — 336.12'
N 41 degrees 20' 00" E — 209.15'
N 69 degrees 20' 00" E — 245.85'
S 81 degrees 39' 00" E — 129.28'
S 81 degrees 07' 00" E — 196.65'
S 82 degrees 40' 00" E — 250.80'
S 76 degrees 17' 00" E — 303.60'
S 74 degrees 55' 00" E — 278.85'
S 81 degrees 11' 30" E - 247.52'; thence along lands of Charles W. Fritz
S 17 degrees 58' 25" E - 1559.00 to the northern right-of-way line of Union
Deposit Road; thence along same
N 87 degrees 03' 30" W — 121.02'
N 89 degrees 47' 30" W - 234.41; thence along lands of Paul Velencia
N 18 degrees 17' 10" W — 384.25'
S 71 degrees 45' 40" W — 357.00'
S 18 degrees 14' 50" E - 258.39' to the northern right-of way line of Union
Deposit Road; thence along same
N 86 degrees 18' 55" N - 107.58'; thence by curve to left with radius — 868.61,
Arc 213.54'
S 82 degrees 05' 50" W - 238.67'; thence by curve to left with radius 817.07 Arc
310.08'
S 61 degrees 48' 20" w -232.38; to the place of BEGINNING. CONTAINING 71.149
acres

BEING THE SAME PREMISES which BLM Associates, a Pennsylvania Partnership by their Deed dated April 17, 1990 and recorded April 19, 1990 in the Recorder's Office in and for the County of Dauphin, Pennsylvania in Record book 1410, page 351, granted and conveyed unto Kings Crossing, Inc., a duly formed Pennsylvania corporation.

EXHIBIT "A"

**FIRST AMENDED
BY-LAWS
OF
KINGS CROSSING HOMEOWNERS
ASSOCIATION**

ARTICLE I

NAME AND LOCATION. The name of the association is Kings Crossing Homeowners Association, hereinafter referred to as the "Association". The principal mailing address of the Association shall be PO Box 6743, Harrisburg, PA 17112, but meetings of members and directors may be held at such places within the State of Pennsylvania, County of Dauphin, as may be designated by the Board of Directors.

ARTICLE II

Section 1. "Association" shall mean and refer to Kings Crossing Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such land as may hereafter be conveyed to the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the Common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties with the exception of the lots that will be deeded to the Association for Common Area.

Section 5. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Persons purchasing a unit pursuant to a recorded Installment Sales Contract shall be considered the Owner of that unit for purposes of the Association.

Section 6. "Declarant" shall mean and refer to Kings Crossing, Inc., its successors or assigns.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of Recorder of Deeds of Dauphin County, Pennsylvania.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III MEETING OF MEMBERS

Section 1. Annual Meeting. There shall be at least one meeting of the members of the Association in each calendar year, which shall be known as the Association Annual Meeting. The Annual Meeting of the Association shall be held on such dates as may be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes in the association.

Section 3. Notice of Meeting. Written, email, or hand delivery notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing, emailing or hand delivery of a copy of such notice, postage prepaid if applicable, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes in the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, who must be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one of the directors for a term of one year and two directors for a term of two years. As the directors' terms expire their positions shall be filled for a like term of years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than semi-annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) manage the maintenance of any entrance features constructed for the Development, if any;
- (b) maintain all Common Areas;
- (c) maintain any common detention areas and ponds in the open spaces as shown on the preliminary plan;
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (e) adopt and publish rules and regulations governing the use of the Common Area and facilities (if any), and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (f) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infractions of published rules and regulations;
- (g) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Declaration, or the Articles of Incorporation; and
- (h) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of all votes entitled to be cast at any meeting of the Association;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) proceed through proper legal proceedings to foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Areas to be maintained and to maintain the detention area and the drainage easements as set forth herein.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The Officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until their respective successors are duly elected and qualified, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces or until their respective successors are duly elected and qualified.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**ARTICLE IX
LIMITATION OF LIABILITY**

Section 1. Limited Liability of the Board Members and Officers of the Association. The Board, and its members in their capacity as members, and officers of the Association:

(a) Shall not be liable for the failure of any service to be obtained by the board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Lot Owner or person on the Properties, unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Board or its members or officers;

(b) Shall not be liable to the Lot Owners as a result of the performance of the Board members' or officers' duties for any mistake of judgment, negligence or otherwise, except for the Board members' or officers' own willful misconduct or gross negligence; and

(c) Shall have no personal liability in contract to a Lot Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Board or the Association in the performance of the Board members' or officers' duties;

(d) Shall have no personal liability in tort to a Lot Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them except for the Board members' or officers' own willful misconduct or gross negligence in the performance of their duties.

Section 2. Indemnification. Each member of the Board, in his capacity as a Board member, and each officer of the Association, in his capacity as an officer of the Association, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by the reason of his being or having been a member and/or officer of the Board or an officer of the Association, or any settlement of any such proceeding, whether or not he is a Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Board (with the affected member abstaining if he is then a Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Lot Owners set forth in this section shall be paid by the Association on behalf of the Lot Owners and shall constitute a special assessment and shall be collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Lot Owners or otherwise.

Section 3. Indemnification Insurance. The Board may obtain insurance to satisfy the indemnification obligation of the Association and all Lot Owners set forth in Section 2 above, if and to the extent available. The indemnification obligation of the Association shall be in addition to the insurance.

ARTICLE X COMMITTEES

The Board shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XII
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and the assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum (however, in no event, shall the charge be less than One Dollar (\$1.00 per day), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XIII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Kings Crossing Homeowners Association.

**ARTICLE XIV
AMENDMENTS**

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the By-Laws and the Articles of Incorporation, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 2. In the case of any conflict between the By-Laws and the Articles of Incorporation, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XV
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

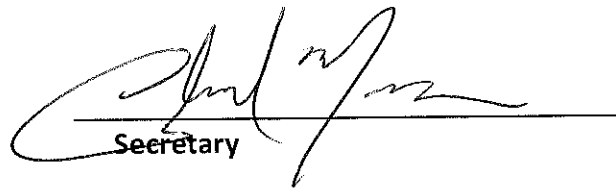
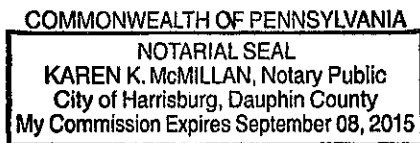
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the Kings Crossing Homeowners Association, a Pennsylvania non-profit corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors, thereof, held on the 4th day of May 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the said Association this 17 day of December, 2014.

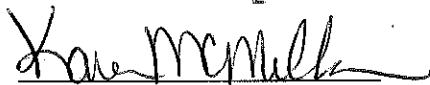

Secretary

STATE OF PENNSYLVANIA: SS.

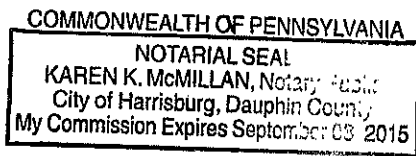
COUNTY OF Dauphin :

On this, the 17 day of December, 2014 before me, KAREN McMILLAN A Notary, the undersigned officer, personally appeared Chad Marsar who acknowledges himself to be the Secretary of Kings Crossing Homeowners Association, and that he as such Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as Secretary.

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



Notary Public



PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

Business Corporation (§ 1915)
 Nonprofit Corporation (§ 5915)

Name Chad Marsar		
Address 6432 Brittan Road		
City Harrisburg	State PA	Zip Code 17111

Document will be returned to the name and address you enter to the left.

Fee: \$70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
Kings Crossing Homeowners Association

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
3820 Market Street	Camp Hill	PA	17011	Cumberland County
(b) Name of Commercial Registered Office Provider				County
c/o				

3. The statute by or under which it was incorporated: Business Corporation Law of 1988

4. The date of its incorporation: September 9, 1993

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
Date Hour

6. Check one of the following:

- The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

The amendment adopted by the corporation, set forth in full, is as follows

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

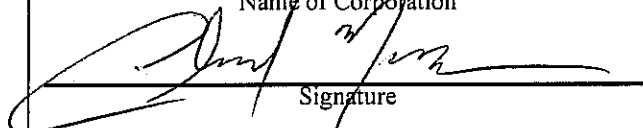
12th day of December,

2014

F

Kings Crossing Homeowners Association

Name of Corporation



Signature

Secretary

Title

Docketing Statement (Changes)
DSCB:15-134B

BUREAU USE ONLY:

Revenue Labor & Industry

Other _____

File Code _____ Filed Date _____

Part I. Complete for each filing:

Current name of entity or registrant (*survivor or new entity if merger or consolidation*):
Kings Crossing Homeowners Association

Entity number, if known: Incorporation/qualification date in PA:

State of Inc: Federal EIN: Specified effective date, if any:

Part II. Check proper box:

- Amendment (complete Section A) Merger, Consolidation or Division (complete Section B,C or D)
 Consolidation (complete Section C) Division (complete Section D)
 Conversion (complete Section A & E) Correction (complete Section A)
 Termination (complete Section H) Revival (complete Section G)
 Dissolution before Commencement of Business (complete Section F)

Section A – Check box(es) which pertain to changes:

Name:

Registered Office: Number & street/RD number & box number City State Zip County
 4079 Derry Street, Harrisburg, PA 17111 Dauphin County

Purpose:

Stock (aggregate number of share authorized): _____ Effective date: _____

Term of Existence: _____ Other: _____

Section B – Merger Complete Section A if any changes to surviving entity:

Merging Entities are: (*attach sheet for additional merging entities*)

Name: _____ Entity #, if known: _____

Effective date: _____ Inc./qual. date in PA. _____ State of Inc. _____

Name: _____ Entity #, if known: _____

Effective date: _____ Inc./qual. date in PA. _____ State of Inc. _____

___ **Section C - Consolidation**

Consolidating Entities are: *(attach sheet for additional consolidating entities)*
Name: _____

Entity #, if known: _____ Inc./qual. date in PA. _____ State of Inc. _____

Name: _____

Entity #, if known: _____ Inc./qual. date in PA. _____ State of Inc. _____

___ **Section D - Division**

Forming new entity(s) named below: *(attached sheet for additional entities)*

Name: _____ Entity Number: _____

Name: _____ Entity Number: _____

Check one: ___ Entity named in Part I survives. *(any changes, complete Section A)*

___ Entity named in Part I does not survive.

___ **Section E - Conversion** *(complete Section A)*

Check one: ___ Converted from nonprofit to profit ___ Converted from profit to nonprofit

___ **Section F - Dissolved by Shareholders or Incorporators Before Commencement of Business**

___ **Section G - Statement of Revival** *(complete Section A for any changes to revived entity)*

Entity named in Part I hereby revives its charter or articles which were forfeited by Proclamation or expired.

___ **Section H - Statement of Termination** *(attach sheet for additional entities involved)*

_____ filed in the Department of State on _____ is/are hereby terminated.
(type of filing made) month/date/year hour, if any

If merger, consolidation or division, list all entities involved, other than that listed in Part I:
Name: _____ Entity number: _____

Name: _____ Entity number: _____

Docketing Statement (Changes)
DSCB:15-134B

BUREAU USE ONLY:

Revenue Labor & Industry

Other _____

File Code _____ Filed Date _____

Part I. Complete for each filing:

Current name of entity or registrant (survivor or new entity if merger or consolidation):
Kings Crossing Homeowners Association

Entity number, if known: Incorporation/qualification date in PA:

State of Inc: Federal EIN: Specified effective date, if any:

Part II. Check proper box:

Amendment (complete Section A) Merger, Consolidation or Division (complete Section B,C or D)

Consolidation (complete Section C) Division (complete Section D)

Conversion (complete Section A & E) Correction (complete Section A)

Termination (complete Section H) Revival (complete Section G)

Dissolution before Commencement of Business (complete Section F)

Section A – Check box(es) which pertain to changes:

Name: _____

Registered Office: Number & street/RD number & box number City State Zip County
4079 Derry Street, Harrisburg, PA 17111 Dauphin County

Purpose: _____

Stock (aggregate number of share authorized): _____ Effective date: _____

Term of Existence: _____ Other: _____

Section B – Merger Complete Section A if any changes to surviving entity:

Merging Entities are: (attach sheet for additional merging entities)

Name: _____ Entity #, if known: _____

Effective date: _____ Inc./qual. date in PA: _____ State of Inc: _____

Name: _____ Entity #, if known: _____

Effective date: _____ Inc./qual. date in PA: _____ State of Inc: _____

RESTATED
ARTICLES OF INCORPORATION
OF
KINGS CROSSING HOMEOWNERS ASSOCIATION

In compliance with the requirements of the Business Corporation Law of 1988 (15 Pa. C.S. §5101 *et seq.*) the undersigned hereby certifies:

ARTICLE I

The name of the corporation is KINGS CROSSING HOMEOWNERS ASSOCIATION hereafter called the "Association."

ARTICLE II

The principal mailing address of the Association is located at PO Box 6743 Harrisburg, Dauphin County, Pennsylvania 17112.

ARTICLE III

Kings Crossing Inc., whose address is 4079 Derry Street, Harrisburg, Dauphin County, Pennsylvania 17111, is hereby appointed the initial registered agent of the Association.

ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots, Common Area and open space within that certain tract of property known as the Kings Crossing Subdivision located in Lower Paxton Township, Dauphin County, Pennsylvania, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) Exercise all powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration," applicable to the property and recorded or to be recorded in the Office of Recorder of Deeds in and for Dauphin County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in

connection therewith and all office and other expense incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) Borrow money, and with the assent of two-thirds (2/3) of all members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of all members, agreeing to such dedication, sale or transfer;
- (f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of all members;
- (g) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-profit Corporation Law of the State of Pennsylvania by law may now or hereafter have or exercise.

ARTICLE V MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest either legal or equitable in a Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI
VOTING RIGHTS

The Association shall have one class of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need to be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the person who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
John E. Glise	2829 Fairview Rd. Camp Hill, PA 17011
Charles W. Gilmore	4 Stonespring Lane Camp Hill, PA 17011
Eliot D. Goldstein	2408 W. Bayberry Drive Harrisburg, PA 17112

At the first annual meeting the members shall select one director for a term of one year and two directors for a term of two years as set forth in the By-Laws. As the directors' terms expire their positions shall be filled for a like term of years.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the votes entitled to be cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such

assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purpose.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendments of these Articles shall require the assent of at least seventy-five percent (75%) of the votes entitled to be cast.

ARTICLE XII
STOCK

The corporation is to be organized on a non-stock basis.

ARTICLE XIII
INCORPORATOR

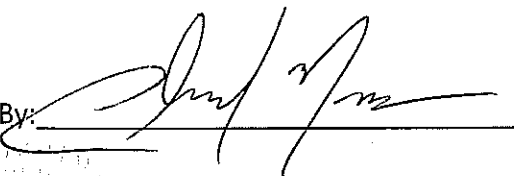
The name and address of the incorporator is as follows:

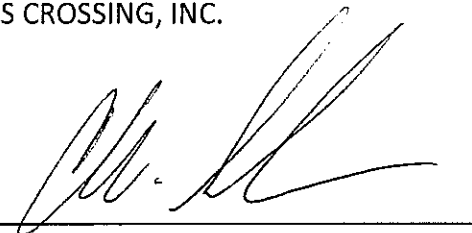
Kings Crossing Inc., 4079 Derry Street, Harrisburg, Pennsylvania, 17111.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Pennsylvania, we, the undersigned, being the incorporator of this Association, have executed these First Amended Articles of Incorporation this 12th day of December, 2014.

ATTEST:

KINGS CROSSING, INC.

By: 

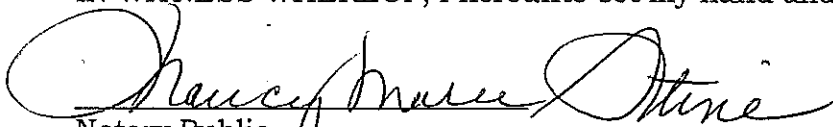
By: 

(Corporate Seal)

STATE OF PENNSYLVANIA: SS.
COUNTY OF Dauphin:

On this, the 12th day of Dec., 2014, before me, A NOTARY PUBLIC, the undersigned officer, personally appeared Charles W. Gilmore who acknowledges himself to be the President of KINGS CROSSING, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy Marie Stine, Notary Public
Swatara Twp., Dauphin County
My Commission Expires July 25, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES