

**BUTTONWOOD CROSSING
HOME OWNERS ASSOCIATION**

PUBLIC OFFERING STATEMENT

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MAR 4 1998

H. Peter D. ...
Secretary of the Commonwealth

2803463

**ARTICLES OF INCORPORATION
DOMESTIC NONPROFIT CORPORATION**

DSCB: 15-5306 (rev 89)

In compliance with the requirement of 15 Pa.C.S. §5306 relating to Articles of Incorporation, the undersigned, all of whom are full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify;

ARTICLE I

A. The name of the Corporation is: **Buttonwood Crossing Homeowners Association**, herein after called the "Association".

ARTICLE II

2. The address of the Corporation and its initial registered office in this Commonwealth is R.R. #2, Felton, PA, with a mailing address of P.O. Box 177, Felton, PA 17322.

ARTICLE III

3. When used in these Articles of Incorporation, the following terms shall be defined as follows:

a. "Lot" shall refer to the townhouse lots in the **Buttonwood Farms Development**, located in **Hallam Borough, York County, Pennsylvania**, as defined on the preliminary plan of same prepared by **James R. Holley & Associates, Inc.**

b. "Owner" is the record owner, whether one or more persons, of a fee simple title to any Lot.

c. "Declarant" shall mean **Cornerstone at Buttonwood, a Pennsylvania Limited Partnership**, Developer of the **Buttonwood Crossing Development**. The Declarant is also the "Incorporator" as that term is construed under the Non-Profit

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Corporation Law of Pennsylvania, the address of the Incorporator is R.R. #2, P.O. Box 5475, Felton, PA 17322.

d. "Declaration" shall refer to a Declaration of Covenants and Conditions intended to be imposed by Declarant on all lots which has either been recorded in the Office of the Recorder of Deeds of York County, Pennsylvania or is about to be recorded.

ARTICLE IV PURPOSE AND POWERS OF THE ASSOCIATION

4. This Association is organized on a non-stock basis and does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are (1) to provide for maintenance, preservation and architectural control of the Lots and (2) to promote the health, safety and welfare of the residents in the Buttonwood Farms Development, York County, Pennsylvania. To this end, the Corporation shall have the power to:

a. Exercise all of the 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 to be recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, 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 expenses 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 each class of members mortgage, pledge, 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 each class of 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 each class of members, agreeing to such dedication, sale or transfer;

g. Have and to exercise any and all powers, rights and privileges which a Corporation organized under the Non-Profit Corporation Law of the Commonwealth 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 simple interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities that 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 assessments by the Association.

ARTICLE VI **VOTING RIGHTS**

The Association shall have two classes 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 each Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

i. One hundred eighty (180) days after 75% of the townhouse Lots identified on the above-referenced plan of the Buttonwood Farm Development have been conveyed to third party homeowners, or;

ii. On January 14, 2006.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association.

ARTICLE VIII
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. 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. 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 purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of two thirds (2/3) of the entire membership.

ARTICLE IX
FHA/VA APPROVAL

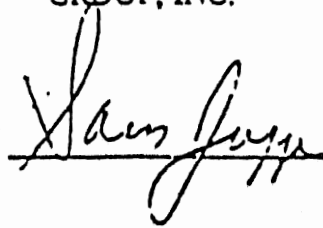
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administrations: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the Commonwealth of Pennsylvania, we, the undersigned, constituting the Incorporators of this

Association, have executed these Articles of Incorporation this 2nd day of
March, 1998.

CORNERSTONE AT BUTTONWOOD, a
Pennsylvania Limited Partnership

By: CORNERSTONE DEVELOPMENT
GROUP, INC.

A handwritten signature in cursive script, appearing to read "Sam Gynn", is written over a horizontal line.

General Partner

BUTTONWOOD CROSSING HOMEOWNERS' ASSOCIATION

**Declaration of
Covenants, Conditions and Restrictions**

THIS DECLARATION, made on the date hereinafter set forth by Cornerstone at Buttonwood, a Pennsylvania Limited Partnership by Cornerstone Development Group, Inc., General Partner, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Cornerstone at Buttonwood, a Pennsylvania Limited Partnership is the owner of certain property (hereinafter referred to as the "Property") in the Borough of Hallam, County of York, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", which is attached hereto and made a part hereof;

WHEREAS, Cornerstone at Buttonwood intends to develop the Property through the construction and sale of 148 townhouses (including Phase II) to be known as "Buttonwood Crossing".

NOW, THEREFORE, Declarant hereby declares that all of the townhouse units ("Units" as hereinafter defined) on the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are the purpose of protecting the value and desirability of, and which will run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

Definitions

- 1.1 "Association" shall mean and refer to Buttonwood Crossing Homeowners' Association, its successors and assigns.
- 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons and entities, of a fee simple title to any Unit which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B", which is attached hereto and made a part hereof.
- 1.4 "Unit" shall mean and refer to any single plot of land or parcel shown on any recorded subdivision map of the properties, together with the townhouse erected thereon, but excluding the Common Area.
- 1.5 "Declarant" shall mean and refer to Cornerstone at Buttonwood and such of its successors and assigns as shall acquire more than one undeveloped Lot from the Declarant for the purpose of development; provided, however, that an assignee of a Declarant shall be deemed a Declarant only with respect to that portion of Cornerstone at Buttonwood conveyed to such assignee by a deed of conveyance which specifically grants to the assignee the rights of a Declarant and sets forth the number of Class B votes, as hereinafter set forth, which said assignee may be entitled to exercise.

ARTICLE II

PROPERTY RIGHTS

- 2.1. Owners' Easements of Enjoyment. The Declarant and every Owner shall have a right and easement of use and enjoyment in and to the Common Areas 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 suspend the voting rights and the rights and the right to use Common Area or any facility thereon by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules:

(b) 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 upon by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer is recorded. The effect of such declaration or transfer shall be to terminate the provisions of, and rights and obligations, of all parties bound by this Declaration with respect to such dedicated or transferred area; provided, however, that such declaration or transfer shall not terminate any rights or obligations in favor of or enforceable by the Township without the Township's prior written approval;

(c) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and in aid, thereof, to mortgage said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners and the Township hereunder;

(d) the right of the Association to take such steps as are reasonably necessary to protect the above described properties against foreclosure;

(e) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility upon or within the Common Area.

(f) the right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, with or without limitation as to the location thereof within the Common Areas, for purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public and private water, sewer, drainage, holding ponds, pump stations and other utilities, with the right of the grantees of such easements, their heirs and assigns, to have full access over and across all portions of the Common Area consistent with the full exercise and enjoyment of such easements and rights-of-way.

2.2 Delegation of Use. The Declarant and any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and any facility thereon to the members of his family, his tenants, or contract purchasers who reside on a Lot.

2.3 Easement of Ingress, Egress and Regress. The Declarant and each Owner of a Lot, the members of his family, his tenants and all contract purchasers who reside on a Lot and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Areas as shall be from time to time improved by streets or pathways subject to the right of the Association to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic, as the case may be. Such easement, and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every lot.

Article III

Membership and Voting Rights

3.1 Every Owner of a Unit 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 Unit which is subject to assessment.

3.2 The Association shall have two (2) classes of voting membership:

Class A

- (1) Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one(1) vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B

(2) The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When seventy-five percent (75%) of the total number of Units are deeded to Owners;
- (b) On January 14, 2000

Board of Directors

3.3 The general management of the Association shall be performed by a Board of Directors as hereinafter set forth, whose membership shall be determined as follows:

- (1) Until the first annual meeting of the Association, immediately following the conveyance of the first Unit, the Board of Directors shall consist of three (3) representatives of the Declarant appointed to serve by the Declarant.
- (2) From and after January 1 of the year immediately following the conveyance of the first Unit, the membership of the Board of Directors shall be increased to five (5) members, three (3) of whom shall be elected annually by the members of the Association to serve for a term of one (1) year. The representatives of Declarant specified in Section 3.3(1) shall remain as Directors of the Association until such time as the Declarant shall no longer own any of the Units, or until five (5) years have elapsed from the date of this Declaration, which ever last occurs, from and after which time the Board of Directors shall consist of only five (5) members elected annually by the members of the Association.

Article IV

Covenant for Maintenance Assessments

Creation of the Lien and Personal Obligation of Assessments

4.1 The Declarant, for each Unit maintained within the Property, hereby covenants, and each Owner of any Unit 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 or extraordinary repairs, 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 unless expressly assumed by them.

Purpose of Assessments

4.2 The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents-of the Units and for the improvement and maintenance of the Common Area and of the townhouse Units situated upon the Property. specifically, the Association's responsibilities shall include, but shall not be limited to, the following:

- (1) All mowing and maintenance of the storm water management facilities serving the Units. The area of maintenance shall be limited to the area as depicted on the stormwater management detail plan, which is a part of the "Buttonwood Crossing" Subdivision Plan.

- (2) Clearing and maintenance of all areas located within public rights-of-way where maintenance is required by Unit Owners.
- (3) Clearing and maintenance of private access drives devoted to the common use by multiple Unit Owners.
- (4) Maintenance of all lawns, including necessary mowing, subject to the following:
 - a. Any shrubbery, trees, or any planting of any kind in the front yard areas, other than that, which is planted by the developer, shall be preapproved by the Association.
 - b. The Unit Owner shall be responsible for mowing any area of their lot obstructed in such a manner so as to prohibit the free and uninterrupted mowing of their lawn as determined by the commercial lawn care provider engaged by the Association.
- (5) Maintenance of all street lights, as required by the Township, including payment of the electric to operate the street lights.
- (6) Each Unit Owner shall be responsible for weeding, general yard maintenance other than mowing, and wood bark mulching.

Annual and New Owner Assessment

4.3 Until January 1 of the year immediately following the conveyance of the first Unit to an owner, the maximum annual assessment shall be \$600.00 per Unit. Thereafter, the Board of Directors shall fix the annual assessment for each year. If the Board of Directors does not adopt a new annual assessment, the assessment for the preceding year shall be deemed to be the assessment for that year.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year by action of the Board of Directors and without a vote of the membership in an amount not more than 5% above the maximum assessment for the previous year; from and after January 1 of the year, the maximum annual assessment may be increased above the 5% referred to in sub-paragraph (a) of this section, provided, such additional increase is approved by a vote of 2/3 of each class of members at a meeting duly called for such purpose.
- (b) Each person who purchases a Unit, whether from Declarant or from an Owner, shall pay a new owner assessment of \$150.00, which is due and payable at the time of conveyance of a Unit.

Special Assessments for Capital Improvements

4.4 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 a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the cost of any extraordinary repairs or maintenance, provided that any such assessment shall have the consent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Notice and Quorum for any Action Authorized
Under Paragraphs 4.3, 4.4**

4.5 Any action authorized under Paragraph 4.3 or 4.4 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Owners not less than ten (10) nor more than sixty (60) days in advance of the meeting. At the first such meeting called the presence of members or of proxies entitled to cast fifty-one (51%) percent of all the votes of each class membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.6 Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis. A Unit shall become subject to assessment upon completion of construction of the townhouse on its respective parcel and its conveyance to a third party by Declarant or Declarant's assignee.

Date of Commencing of Annual Assessment: Due Dates

4.7 The annual assessments provided for here in shall commence as to all Units on the first day of the month following the conveyance of the Common Area, or on the date of conveyance of the first Unit by Declarant, whichever is earlier. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

**Effect of Nonpayment of Assessments;
Remedies of the Association**

4.8 Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum and be subject to a late charge of five (\$5.00) dollars per day for each day not paid. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. An Owner shall be liable for all costs of collecting unpaid assessments, including court fees and costs, and reasonable attorneys fees actually incurred. However, the failure to pay any assessment within thirty (30) days does not constitute a default under an FHA-insured mortgage. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit.

Subordination of the Lien to Mortgages

4.9 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or liability for any assessments thereafter becoming due or from the lien thereof. In no event shall any mortgagee be required to collect unpaid assessments.

Article V

Architectural Control and Restrictions

5.1 No building, fence, wall or other structure shall be commenced, erected or maintained on any Unit, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plan and specifications have been submitted to it, approval will not be required and the Owner shall be deemed to have complied with the provisions of this Article.

Residential Purposes Only

5.2 Units may be used for residential purposes only, and no store, tavern, beauty salon, barber shop or other public commercial or industrial establishment shall be maintained therein without the specific prior written consent of the Board of Directors. Declarant reserves the right to maintain Units as model townhouses for display to prospective purchasers. These model Units shall comply with all other restrictions and covenants set forth in this Declaration.

Roofs

5.3 All Unit roofs are to be of brown, black or slate asphalt shingles, or of other conservative color or material as approved by the Board of Directors. No change in the color or material of a Unit roof shall be made without the prior written consent of the Board of Directors.

Signs

5.4 No advertising signs or billboards shall be permitted of any of the Units, except, however, the signs of real estate companies, not exceeding four (4) square feet, advertising Units for sale. Notwithstanding the foregoing, Declarant reserves the right to maintain signs identifying the development of the Property or for the purpose of marketing the Units.

Laundry

5.5 No poles, wires or appliances upon which clothes are exposed or hung for any purpose shall be erected or maintained on any property.

Swimming Pools

5.6 No swimming pools of any type shall be erected or maintained on any Property, except for children's pools less than twenty-four (24) inches high and one-hundred (100) square feet in area, which must be located only in the backyard of a Unit and must be securely covered at all times that when not in use.

Animals

5.7 No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Property or in any Unit except that dogs, cats, or other customary household pets may be kept provided that they are not raised, bred or kept for any commercial purpose. No dog or other customary household pet shall exceed thirty-five (35) pounds. No more than two (2) household pets may be kept in any one Unit. Pets must be kept, maintained and controlled so as to minimize noise, offensive odors and physical damage to any of the Units or the Common Area. No pets of any kind shall be permitted in the front or side yards of the buildings.

Trash

5.8 No garbage, trash cans, or other refuse containers shall be kept in front of or beside any Unit for a period in excess of twenty-four (24) hours before or after the day or days of regular schedule pickup.

Vehicles and Boats

5.9 No unregistered, inoperative or uninspected vehicles and no buses, boats, recreational vehicles, trailers or commercial trucks shall be stored at any Unit unless it is stored inside of a garage with the door closed.

Temporary Structures

5.10 No structure of a temporary nature nor any outbuilding shall be erected or maintained on any property at any time without the prior written consent of the Board of Directors.

Fencing

5.11 Fencing of any area is prohibited without Association approval

Personal Property

5.12 No personal property shall be stored or maintained in the front or side yard areas of the property, including but not limited to hoses, hose reels, toys, and lawn care equipment.

Article VI

General Provisions

Enforcement

6.1 The Association, or any Owner, shall have the right to enforce, by any proceeding 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 so thereafter.

Severability

6.2 Invalidity of any one of these covenants or restrictions by Judgment or court order shall in no way affect any other provision hereof, said provisions to remain in full force and effect.

Amendment

6.3 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. The Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Unit Owners. Any amendments must be recorded.

Annexation

6.4 Additional residential property and Common Area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members.

Article VII

Party Walls

General Rules of Law to Apply

7.1 Each wall which is built as part of the original construction of the townhouse upon the Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and liability shall apply thereto. Maintenance of party walls shall be the Joint responsibility of the unit owners abutting the party wall.

Destruction by Fire or Other Casualty

7.2 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter made use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Weatherproofing

7.3 Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Right of Contribution Runs With the Land

7.4 The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title.

Arbitration

7.5 In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

Article VIII

Interior Maintenance

8.1 In the event an Owner of any Unit in the Property shall fail to maintain the premises and improvements situated 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 employees, to enter upon said parcel and to repair, maintain and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Unit is subject.

ARTICLE IX

FHA/VA APPROVAL

9.1 As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administrations: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals this 25th day of JUNE, 1998.

CORNERSTONE AT BUTTONWOOD,
A PENNSYLVANIA LIMITED PARTNERSHIP
BY: CORNERSTONE DEVELOPMENT GROUP, INC.,
A PENNSYLVANIA CORPORATION

WITNESS:

[Signature]

[Signature]
General Partner

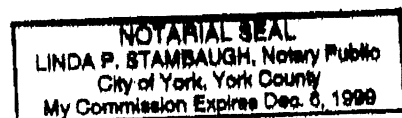
COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF YORK:

On this, the 25th day of June, 1998, before me, a Notary Public in and for said County and Commonwealth, personally appeared [Signature], know to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

[Signature]
NOTARY PUBLIC



Buttonwood Crossing Homeowners Association

BY-LAWS

AMENDMENT TO THE BYLAWS OF
BUTTONWOOD CROSSING HOMEOWNERS ASSOCIATION

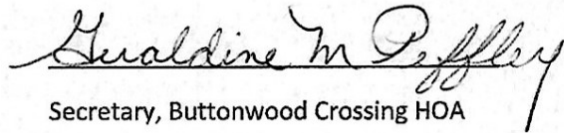
Members of the Buttonwood Crossing Homeowners Association (the "Association") duly noticed and convened a Special Meeting of the Association on April 9, 2022, at which meeting a quorum was present, and pursuant to Section 12.1 of the Bylaws voted to amend the Bylaws to permit participation in annual or special meetings by virtual or similar means. Accordingly, the Association amends Article III of the Bylaws by adding a new subsection as set forth below:

Article III – Meetings of Members

3.6 Attendance and presence at Meetings. Any member or proxy who participates in any meeting of members in person or by means of video conferencing technology, conference telephone or similar equipment by means of which all attendees can hear each other, vote on matters submitted to the members, pose questions, make appropriate motions and comment on the business of the meeting, shall constitute presence in person at the meeting as required by the Bylaws. The meetings must be either partially or wholly virtual in nature. Electronic polling may be conducted if deemed warranted by the Presiding Officer.

A handwritten signature in cursive script, reading "Seth Davidson", written over a horizontal line.

President, Buttonwood Crossing HOA

A handwritten signature in cursive script, reading "Geraldine M. Peffley", written over a horizontal line.

Secretary, Buttonwood Crossing HOA

BUTTONWOOD CROSSING HOME OWNERS ASSOCIATION

PO BOX 6166
HELLAM PA 17406-6166
Phone - (717) 755-7539

By Law (Amendments 7-24-01)

Article III- Meetings of members

3.1

1. The annual meeting of members for the purpose of Board of Directors election shall be realigned to the 2nd Tuesday of November starting in the year 2002. This realignment will allow for a one time additional term (Approximately 5 months) to the Board of Directors elected in the year 2001.

Article IV- Board of Directors, Selection, Term of Office

Term of Office

4.2

1. One year term will be a calendar year (Jan. 1st through Dec. 31st)

Article VII- Powers and Duties of the Board of Directors

7.1

5. Adopt rules and regulations as needed to clarify or enforce the current Declaration, By Laws, or Articles of Incorporation

(a) Enact a penalty/ fine system for infractions of these rules and regulations by use of the following schedule of sanctions for violations:

1. Reprimand/ warning
2. \$25.00 Fine
3. \$50.00 Fine
4. \$100.00 Fine
5. \$200.00 Fine
6. Any of such fines per day or per occurrence, as appropriate.

(b) Each of the above sanctions will be delivered to the Lot Owner by the Board of Directors in the form of a formal written notice, and each notice will state a time table for expected compliance before the next sanction is to be levied, said time table to

be determined on a case-by-case basis at the Board of Directors' reasonable discretion. The fines generated by these sanctions will continue to accumulate until paid in full, and the Board of Directors reserves the right to, at any time, file a formal complaint against the Lot Owner for non-payment of dues, fines, any applicable interest, court costs, costs of execution, and attorney's fees.

(c) An aggrieved Lot Owner may request a hearing before the Board of Directors regarding any sanctions levied by delivering to the Board of Directors the request within ten (10) days of receiving notice of the sanctions. A hearing will then be scheduled within thirty (30) days of the receipt of the request for a hearing, at which time the aggrieved Lot owner may come before the Board and challenge the sanctions. Upon the receipt of the Lot Owner's request for a hearing, a stay on the levy of any further sanctions will be made until a formal decision is rendered.

(d) Decisions of the Board of Directors in these disputes are final as set forth in the Declaration.

7.2

(d) Impose charges for late payments of assessments

1. A 10% late charge will be assessed to each monthly payment received after a postmark of the 5th of the month.
2. A 1.5 % per month (18% per year) interest rate will be charged to all balances owed after 30 days.

ARTICLE I - NAME AND LOCATION

The name of the corporation is Buttonwood Crossing Homeowners Association, hereinafter referred to as the "Association." The registered office of the Association shall be located at RR#2, PO Box 177, Felton, PA 17522, but the meetings of the members and directors may be held at such places within the Commonwealth of Pennsylvania, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

- 2.1. "Association" shall mean and refer to Buttonwood Crossing Homeowners Association, its successors and assigns.
- 2.2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 2.3. "Common Area" shall mean all real property owned by the Association for the common use of the Owners.
- 2.4. "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the Properties with the exception of the Common Area.
- 2.5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.6. "Declarant" shall mean and refer to Cornerstone at Buttonwood, a Pennsylvania Limited Partnership by Cornerstone Development Group, Inc., General Partner or its successors and assigns should their successors and assigns acquire more than one undeveloped lot from the Declarant for the purpose of Development.
- 2.7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorded of Deeds for the County of York, Commonwealth of Pennsylvania, on JUNE 26th, 1998, in Land Record Book 1328, Page 6957.
- 2.8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Annual Meetings

- 3.1 The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association. Subsequent regular annual meetings of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 PM. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Special Meetings

- 3.2 Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or on written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Notice of Meetings

- 3.3 Written 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 a copy of such notice, postage prepaid, at least fifteen (15) 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.

Quorum

- 3.4 The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of

Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Proxies

- 3.5 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 on conveyance by the Member of his Lot.

ARTICLE IV - BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

Number

- 4.1 The affairs of this Association shall be managed by a Board of Directors, not more than five (5) in number, who need not be Members of the Association.

Term of Office

- 4.2 The Directors shall be elected by the Members at the annual meeting of the Members, and each Director shall be elected for the term of one (1) year, and until his successor shall be elected and shall qualify. The number of Directors shall never be less than the minimum number required by statute. There must be at least three (3) Directors, except when the Association has no more than five (5) voting Members, the Board may consist of two (2) or more Directors, and when the Association has no more than three (3) voting Members, the Board may consist of one (1) or more Directors.

Removal

- 4.3 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.

Compensation

- 4.4 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.

Action Taken Without a Meeting

- 4.5 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 the 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

Nomination

- 5.1 Nomination for election of 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 (2) 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 may be made from among Members or non-Members

Election

- 5.2 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

Regular Meetings

- 6.1 Regular meetings of the Board of Directors shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then the meeting shall be held at the same time on the next day which is not a legal holiday.

Special Meetings

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

Quorum

- 6.3 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

- 7.1 The Board of Directors shall have the power to:

- (1) Adopt and amend By-Laws and rules and regulations governing the use of the Common Area, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- (2) 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 Articles of Incorporation or the Declaration.
- (3) 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 meetings of the Board of Directors.
- (4) Employ and terminate a manager, an independent contractor or such other employees as they deem necessary, and to prescribe their duties.

Duties

- 7.2 It shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereto to the Members at the annual meeting of the Members, or at any special meeting when such statements is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.
- (2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- (3) As more fully provided in the Declaration, to:
 - (a) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
 - (b) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (c) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same; and
- (d) Impose charges for late payment of assessments.
- (4) Issue, or cause an appropriate officer to issue, on 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.
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (6) Provide for the indemnification of its officers and executive board and maintain Directors' and Officers' liability insurance.
- (7) Regulate the use, maintenance, repair, replacement and modification of Common Elements.
- (8) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself on matters affecting the Association or Common Areas.
- (9) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property.
- (10) Grant easements, leases, licenses and concessions through or over the Common Elements.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Enumeration of Officers

- 8.1 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 a Treasurer, and such other officers as the Board may from time to time by resolution create.

Election of Officers

- 8.2 The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Term

- 8.3 The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Special Appointments

- 8.4 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.

Resignation and Removal

- 8.5 Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by 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.

Vacancies

- 8.6 A vacancy in any office may be filled by appointment by the Board. The officer appointed to such a vacancy shall serve for the remainder of the term of the officer he replaces.

Multiple Officers

- 8.7 The offices of the Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one or any of the other offices except in the case of special offices created pursuant to Paragraph 3.4 of this Article

3.8 The duties of the officers are as follows:

- (1) The President shall preside at all meetings of the Board of Directors; shall see the orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall cosign all checks and promissory notes.
- (2) The Vice President shall act in the place and instead 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.
- (3) The Secretary shall record the votes and keep the minutes of the 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.
- (4) 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 sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; 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 within thirty (30) days of completion.

ARTICLE IX - COMMITTEES

The Association 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 X - 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, 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 XI - 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 on the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of fifteen (15%) percent per annum, 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 Areas or abandonment of his Lot.

ARTICLE XII - AMENDMENTS

Meetings

12.1 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, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership conflicts.

12.2 Annexation of additional properties, dedication of Common Area, and amendment of these By-Laws requires HUD/VA prior approval as long as there is a Class B membership.

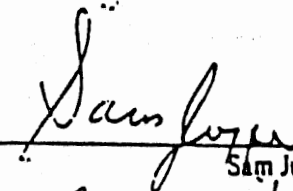
12.3 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall be in control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII - MISCELLANEOUS

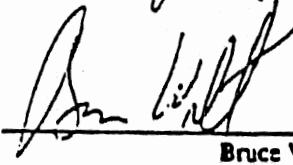
The fiscal year of the Association shall begin on the first day of January and end on the thirty-first day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Buttonwood Crossing Homeowners' Association, have hereunto set our hands and seals this 25th day of June, 1998.

BUTTONWOOD CROSSINGS HOMEOWNERS' ASSOCIATION



Sam Jaffe, Director



Bruce Wilt, Director

Buttonwood Crossing Homeowners Association

COMMUNITY RULES

1. The Board of Directors enacts, and shall utilize the following penalty / fine system for infractions of the Declaration of Covenants, Conditions and Restrictions, By-Laws, or Community Rules:
 - a. Schedule of sanctions for violations:
 - i. Reprimand / warning
 - ii. \$25.00 Fine
 - iii. \$50.00 Fine
 - iv. \$100.00 Fine
 - v. \$200.00 Fine
 - vi. Any of such fines per day or per occurrence, as appropriate.
 - b. Each of the above sanctions will be delivered to the Unit Owner by the Board of Directors in the form of a formal written notice, and each notice will state a timetable for expected compliance before the next sanction is to be levied, said timetable to be determined on a case-by-case basis at the Board of Directors' reasonable discretion. The fines generated by these sanctions will continue to accumulate until paid in full, and the Board of Directors reserves the right to, at any time, file suit against the Unit Owner for non-compliance with the Declaration of Covenants, Conditions and Restrictions, By-Laws or Community Rules, non-payment of dues, fines, applicable interest, court costs, costs of execution, and attorney's fees.
 - c. An aggrieved Unit Owner may request a hearing before the Board of Directors regarding any sanctions levied by delivering to the Board of Directors the request within ten (10) days of receiving notice of the sanctions, A hearing will then be scheduled within thirty (30) days of the receipt of the request for a hearing, at which time the aggrieved Unit Owner may come before the Board of Directors and challenge the sanctions. Upon the receipt of the Unit Owner's request for a hearing, a stay on the levy of any further sanctions will be made until a formal decision is rendered.
 - d. Decisions of the Board of Directors in these disputes are final as set forth in the Declaration of Covenants, Conditions and Restrictions.
2. Enclosed additions to homes are not permitted. This includes, but is not limited to enclosed decks, sunrooms, and screened-in porches.

Revision History

Date	Revision
12/20/2021	The Board of Directors created this document and adopted Community Rules #1 and #2.