
AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION

FOR

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101, et seq., as amended (the "Act"), and the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. § 3101, et seq., as amended (the "Condominium Act"),

Date: _____, 2005

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DECLARATION; DEFINED TERMS.....	2
1.1. Declaration of Master Association	2
1.2. Defined Terms	2
ARTICLE II MEMBERSHIP AND VOTING	5
2.1. Members of the Master Association	5
2.2. Votes Held By Members	5
ARTICLE III GOVERNANCE.....	5
3.1. Bylaws	5
3.2. Appointment or Election of Executive Board Members	5
3.2.1. Initial Executive Board	6
3.2.2. Special Election	6
3.2.3. Declarant Appointed Voting Board Members.....	7
ARTICLE IV POWERS OF THE MASTER ASSOCIATION	7
4.1. In General	7
4.2. Initial Powers and Responsibilities	7
4.2.1. Open Space Recreation Area ("OSRA")	8
4.2.2. PGC Trails.....	8
4.2.3. Entrance Signs	8
4.2.4. Community Amenities.....	8
4.2.5. Maintenance Reserves.....	8
4.3. Delegation by Property Owners Association	8
4.4. Special Declarant Rights.....	9
4.5. Ownership of Community Amenities	9
4.6. Conveyance or Encumbrance of Common Infrastructure Elements.....	9
4.7. Judgments Against the Master Association.....	10
4.8. Master Association Records	10
ARTICLE V ASSESSMENT AND COLLECTION OF COMMON INFRASTRUCTURE EXPENSES.....	10
5.1. Definition of Common Infrastructure Expenses	10
5.2. Apportionment of Common Infrastructure Expenses	11
5.2.1. Responsibility for Common Infrastructure Expenses	11
(a) OSRA	11
(b) PGC Trails	11
(c) Entrance Signs	11
(d) Community Amenities	11
(e) Clubhouse Drive	11
(f) Other Common Infrastructure Elements	12
5.2.2 Proportionate Interests of Unit Owners.....	12
5.3. Lien	12
5.4. Budget Adoption	14

	<u>Page</u>
5.5. Adoption of Non-Budgeted Common Infrastructure Expense Assessments.....	14
5.6. Certificate of Payment of Common Infrastructure Expense Assessments.....	14
5.7. Frequency of Payment of Common Infrastructure Expenses	14
5.8. Acceleration of Common Infrastructure Expense Assessments.....	14
5.9. Commencement of Common Infrastructure Expense Assessments	15
5.10. Personal Liability of Unit Owners	15
5.11. No Waiver of Liability for Common Infrastructure Expenses	15
5.12. Surplus Funds.....	15
ARTICLE VI EASEMENTS.....	15
6.1. Additional Easements	15
6.1.1. Utility Easements.....	15
6.1.2. Declarant's Easement to Correct Drainage.....	16
6.1.3. Temporary Easement for Construction	16
6.1.4. Open Space Declaration	16
6.1.5. NIDMA Easement.....	16
6.1.6. Declarant's Reservation of Right to Grant Easements.....	17
6.1.7. Declarant's Easement for Development of Other Real Estate	17
6.1.8. Easement for Encroachments	17
ARTICLE VII LIMITATION OF LIABILITY.....	17
7.1. Limited Liability of Members of the Executive Board	17
7.2. Indemnification of Members of the Executive Board and Officers of the Master Association.....	18
7.2.1. Third Party Actions	18
7.2.2. Derivative Actions.....	18
7.2.3. Procedure for Effecting Indemnification	18
7.2.4. Expenses Advanced.....	18
7.2.5. Indemnification of Other Persons	18
ARTICLE VIII INSURANCE	19
8.1. Coverage	19
8.2. Property Insurance.....	19
8.3. Liability Insurance	19
8.4. Other Provisions	19
8.5. Fidelity Bonds	20
8.6. Workers' Compensation Insurance	20
8.7. Indemnification Insurance	20
8.8. Other Insurance	20
8.9. Premiums and Deductibles	20
ARTICLE IX DAMAGE TO OR DESTRUCTION OF PROPERTY	21
9.1. Master Association's Duty to Restore.....	21
9.1.1. Cost.....	21
9.1.2. Plans	21

	<u>Page</u>
9.1.3. Replacement of Common Infrastructure Elements	21
9.1.4. Insurance Proceeds.....	21
9.1.5. Certificates by the Executive Board	21
9.1.6. Certificates by Attorneys.....	21
 ARTICLE X COMMUNITY AMENITIES; NEIGHBORHOOD IMPROVEMENT	
DISTRICT	22
10.1. Community Amenities	22
10.1.1. Community Amenities Membership Fund	22
10.1.2. Use by Hotel/Conference Center	23
10.1.3. Use by Golf Course Members and the Public.....	23
10.1.4. Annual Assessments	24
10.2. Neighborhood Improvement District.....	24
10.2.1. Financing; Assessments.....	24
10.2.2. NIDMA Facilities	24
10.2.3. Ownership of NIDMA Facilities	25
10.2.4. Indemnification	25
 ARTICLE XI SUBORDINATION	25
11.1. Subordination.....	25
 ARTICLE XII EXPANSION OR CONTRACTION OF THE PGC	26
12.1. Expansion or Contraction of the PGC	26
12.2. PGC Communities	26
12.3. Amendment to Declaration.....	26
 ARTICLE XIII AMENDMENT OF DECLARATION AND BYLAWS.....	26
13.1. Amendment of Declaration.....	26
13.1.1. Amendment Generally.....	26
13.1.2. Limitation of Challenges	26
13.1.3. Execution of Amendments.....	27
13.1.4. Recordation of Amendments	27
13.1.5. Joinder of Affected Owner(s).....	27
13.1.6. Special Declarant Rights	27
13.1.7. Consent of Holders of Security Interests	27
13.2. Amendment of Bylaws	27
 ARTICLE XIV RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING	28
14.1. Right to Notice and Comment.....	28
14.2. Right to Notice and Hearing	28
14.3. Appeals.....	28
 ARTICLE XV MISCELLANEOUS.....	28
15.1. Interpretation.....	28
15.2. Severability	28
15.3. Courtyards Declaration	29

	<u>Page</u>
15.4. Successor and Assigns.....	29
15.5 Effective Date.....	29

AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION

FOR

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

This Amended and Restated Declaration ("**Declaration**") is made as of this _____ day of _____, 2005 by THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company, and THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("**Realty**"), a Pennsylvania limited liability company (individually and collectively, "**Declarant**").

B.A.C.K.G.R.O.U.N.D

A. Declarant is the owner of certain parcels of real estate situate within Mount Joy Township, Adams County, Pennsylvania ("**Township**"), being more particularly described by metes and bounds on **Exhibit A** attached hereto ("**PGC Property**").

B. A portion of the PGC Property has been developed as an eighteen (18) hole golf course, including a club house and other improvements ("**Golf Course**" or "**Preserved Open Space**"). The Golf Course or the Preserved Open Space as presently constituted is described by metes and bounds on **Exhibit B** attached hereto.

C. On October 18, 2001, the Township granted conditional use approval for the use and development of the PGC Property as a planned golf community to be known as "The Links At Gettysburg Planned Golf Community" pursuant to the planned golf community provisions of the Township's zoning ordinance (the "**PGC Ordinance**").

D. From time to time, Declarant may desire to add land to The Links At Gettysburg Planned Golf Community, whether or not such land is situated within the Township, in accordance with the provisions of this Declaration. The Links At Gettysburg Planned Golf Community, as constituted from time to time, shall be referred to herein as the "**PGC**".

E. Section 110-70(C)(1)(k) of the PGC Ordinance requires that each owner of a dwelling unit and/or real property within the portion of the PGC Property situate within the Township shall be either a member of (i) a master association for the PGC or (ii) a homeowners association that is itself a member of the master association.

F. Declarant has created a planned community development known as The Courtyards At The Links At Gettysburg, A Planned Community ("**Courtyards Community**") in accordance with the provisions of the Act on certain parcels of land within the PGC Property. Such parcels are more particularly described in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("**Courtyards Declaration**"), which declaration was recorded on July 25, 2003, in Adams County Record Book 3211, Page 167.

G. Declarant intends, but shall have no obligation, to create additional planned communities and/or condominiums and/or a hotel/conference center ("**Hotel/ Conference Center**") and/or other permissible residential or commercial developments on other parcels of land within the PGC.

H. Pursuant to the requirements of the PGC Ordinance, a Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space was recorded on July 25, 2003, in Adams County Record Book 3211, Page 94 ("**Open Space Declaration**").

I. Declarant has created a master association for the PGC pursuant to the PGC Ordinance, the Act, and the Condominium Act, known as "The Links At Gettysburg Master Association" by recording a Declaration of Master Association for The Links At Gettysburg Planned Golf Community on July 25, 2003, in Adams County Record Book 3211, Page 126 ("**Existing Declaration**").

J. Declarant now wishes to amend and restate the Existing Declaration as set forth herein.

NOW, THEREFORE, with intent to be legally bound, Declarant agrees and covenants as follows:

ARTICLE I

DECLARATION; DEFINED TERMS

1.1 Declaration of Master Association. The Declarant hereby amends and restates in its entirety the Existing Declaration, pursuant to which, with respect to the PGC, a master association, organized as a Pennsylvania nonprofit corporation and known as the "The Links At Gettysburg Master Association" ("**Master Association**") has been created.

1.2. Defined Terms.

1.2.1. Capitalized terms not defined herein shall have the meaning ascribed to them by the Act or the Condominium Act, as appropriate.

1.2.2. The following terms when used herein shall have the meanings set forth below:

(a) "**Assessment District**" means the Neighborhood Improvement District created by Mount Joy Township pursuant to the Pennsylvania Neighborhood Improvement District Act ("**NID Act**").

(b) "**Builder**" means the builder of the dwellings located on the Units in the Courtyards Community and in any other PGC Community to the extent identified in the PGC Community declaration.

(c) **"Common Infrastructure Elements"** means certain facilities that jointly serve the Courtyards Community, other PGC Communities, and in some instances, the Golf Course and/or any Hotel/Conference Center; including, without limitation, the Open Space Recreation Area, PGC Trails, Entrance Signs, Community Amenities, and Clubhouse Drive.

(d) **"Common Infrastructure Expenses"** means expenditures made by or financial liabilities of the Master Association, together with any allocations to reserves, as more particularly described in Section 5.1 hereof.

(e) **"Community Amenities"** means certain real property and any improvements located thereon, located within the PGC, which are owned and operated by the Master Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise, including, at a minimum, a swimming pool, pool house and two (2) tennis courts. The Community Amenities are part of the Common Infrastructure Elements.

(f) **"Courtyards Association"** means The Courtyards Homeowners Association, which is the property owners association for the Courtyards Community.

(g) **"Executive Board"** means the Executive Board of the Master Association.

(h) **"First Settlement"** means the closing of the conveyance of the first Unit in the Courtyards Community to an Initial Third Party Purchaser.

(i) **"Golf Course Owner"** means The Links At Gettysburg, L.L.C. or its successors in interest.

(j) **"Initial Third Party Purchaser"** means the initial purchaser of a Unit, other than the Builder.

(k) **"Maintenance"** means the maintenance, repair and replacement activities required with respect to any facility located in the PGC.

(l) **"Member"** means a member of the Master Association as provided in Section 2.1 hereof.

(m) **"NIDMA"** means a Neighborhood Improvement District Management Association, created in accordance with the NID Act, the purpose of which is to own the NIDMA Facilities and administer the Assessment District.

(n) **"NIDMA Facilities"** means certain public improvements, including, but not limited to, improvements constituting part of the Common Elements or the Common Infrastructure Elements, constructed within the

Assessment District, which are owned by a NIDMA and financed by Mount Joy Township through the issuance of municipal bonds secured solely by assessments levied on the owners of real property located within the Assessment District, including Unit Owners, and as described more particularly in Subsection 10.2.2 hereof.

(o) **"Open Space Recreation Area" or "OSRA"** means an outdoor recreation area of no less than one (1) acre that is expected to be located within the Preserved Open Space. The exact location of the OSRA (i) shall be approved by the Township, and the Master Association, and, if any portion of the OSRA shall be constructed within a PGC Community, the Property Owners Association of such PGC Community (ii) shall not be located on any Unit, (iii) shall not be located within the Golf Course without the written approval of the Golf Course Owner, and (iv) shall afford access to the OSRA that is good and adequate for its intended purposes.

(p) **"PGC Communities"** means the Courtyards Community and any other residential planned community or condominium located within the PGC.

(q) **"PGC Trails"** means the system of walking trails to be principally located upon the Preserved Open Space.

(r) **"Property Owners Association"** means the property or unit owners association of any PGC Community organized pursuant to the Act or the Condominium Act to administer any planned community or condominium created within the PGC, including the Courtyards Association.

(s) **"Proportionate Interest"** means the share of Common Infrastructure Expenses assessed from time to time by the Master Association against each Unit in the PGC, as provided in Subsection 5.2.2 hereof.

(t) **"Security Interest"** means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

(u) **"Subdivision/Land Development Plan"** means all subdivision and land development plans for the PGC, now or hereafter existing, as the same may be amended or modified from time to time in accordance with applicable governmental requirements.

(v) **"Time Share Unit"** means a dwelling unit within the Hotel/Conference Center conveyed to one or more purchasers on a time share basis.

(w) **"Unit"** means a unit created within any PGC Community.

(x) **"Unit Owner"** means the holder of legal title to a Unit.

ARTICLE II

MEMBERSHIP AND VOTING

2.1. Members of the Master Association. The Members of the Master Association shall be:

2.1.1. the Declarant, or any successor declarant as designated in Section 5304 of the Act and/or Section 3304 of the Condominium Act;

2.1.2. the owner of the Preserved Open Space, or any successor owner of the Preserved Open Space;

2.1.3. every member of the Courtyards Association;

2.1.4. every member of any other Property Owners Association; and

2.1.5. the owner of the Hotel/Conference Center, if any.

2.2. Votes Held By Members. Each Member of the Master Association ("**Voting Member**") shall be entitled to one (1) vote with respect to any decision upon which Voting Members are entitled to vote.

ARTICLE III

GOVERNANCE

3.1. Bylaws. The Master Association shall be governed in accordance with:

3.1.1. the provisions of this Declaration,

3.1.2. the bylaws of the Master Association, as amended from time to time ("**Bylaws**"), and

3.1.3. the provisions of the Act and the Condominium Act relating to master associations.

3.2. Appointment or Election of Executive Board Members. The provisions of Section 5222(e)(4) of the Act and Section 3222(e)(4) of the Condominium Act shall apply to the election of members of the Executive Board, which shall be constituted as set forth below.

3.2.1. Initial Executive Board. The Executive Board shall initially have five (5) members, three (3) of whom shall be appointed by the Declarant, one (1) of whom shall be appointed by the owner of the Preserved Open Space, and one of whom shall be appointed by the declarant of the Courtyards Community to represent such community. The initial members of the Executive Board shall all be voting members (each, a **"Voting Board Member"**). Each additional PGC Community shall be entitled to have one Voting Board Member on the Executive Board. Each such PGC Community Voting Board Member shall initially be appointed by the declarant of the new PGC Community and later be elected to the Executive Board in accordance with Section 3.2.2 hereof. The three (3) initial Voting Board Members appointed by the Declarant, or their replacements as designated by the Declarant from time to time, shall each be entitled to three (3) votes with respect to any decision upon which Voting Board Members are entitled to vote. The Voting Board Member appointed by the owner of the Preserved Open Space and each voting Board Member appointed by a declarant of a PGC Community to represent such community or their successors appointed in accordance with Section 3.2.2 hereof shall be entitled to one (1) vote with respect to any decision upon which voting Board Members are entitled to vote. The Voting Board Members representing PGC Communities shall serve until replaced in accordance with Section 3.2.2 below. The Voting Board Member appointed by the owner of the Preserved Open Space shall serve at the discretion of such owner. The initial three (3) voting Board Members appointed by the Declarant (or their successors appointed by Declarant) shall serve at the discretion of the Declarant until such time as the Executive Board is reconstituted in accordance with Section 3.2.3 below.

3.2.2. Special Election.

(a) Executive Board Member Special Election: Planned Communities. The initial Voting Board Member representing a planned community created within the PGC appointed by the declarant of such planned community shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit in such planned community to a Unit Owner, or (ii) sixty (60) days after seventy-five percent (75%) of the Units which may be created in such planned community have been conveyed to Unit Owners other than the declarant of the community, or (iii) declarant control is otherwise terminated pursuant to Sections 5303(c)(3) or 5303(c)(4) of the Act, the Voting Board Member representing such planned community shall resign, and the executive board of the Property Owners Association for such planned community shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such planned community following the meeting at which he or she was elected or until replaced pursuant to Section 5303(f) of the Act.

(b) Executive Board Member Special Election: Condominiums. The initial Voting Board Member representing a condominium created within the PGC appointed by the declarant of such condominium shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the recording of the declaration creating such condominium, or (ii) one hundred eighty (180) days after seventy-

five percent (75%) of the units which may be constructed within the condominium have been conveyed to Unit Owners other than the declarant of the condominium, or (iii) declarant control is otherwise terminated pursuant to Section 3303(c) of the Condominium Act, the Voting Board Member representing such condominium shall resign, and the executive board of the Property Owners Association for such condominium shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such condominium following the meeting at which he or she was elected or until replaced pursuant to the provisions of the bylaws of the Property Owners Association of the condominium that govern the replacement of members of the executive board of the condominium.

3.2.3. Declarant Appointed Voting Board Members. At any time after the recording of this Declaration, and from time to time, Declarant may (i) replace one or more of the three (3) Voting Board Members appointed by the Declarant, or (ii) decrease the number of such Declarant-appointed Voting Board Members required to be on the Executive Board by a resolution that shall be filed in the minute book of the Master Association. At any time after the recording of this Declaration, but in no event later than the termination of declarant control of the Property Owners Association of the last residential condominium or planned community to be created within the PGC, Declarant shall cause all three (3) Declarant-appointed Voting Board Members (or the remaining number, if less than three) to resign, after which time the Executive Board shall be comprised of the Voting Board Member representing the owner of the Preserved Open Space and all Voting Board Members representing PGC Communities, if any. If any resigning board member is also an officer of the Master Association, then the Executive Board shall elect a successor officer pursuant to the provisions of the Bylaws of the Master Association, and such successor shall serve until the next annual election of officers of the Master Association.

ARTICLE IV

POWERS OF THE MASTER ASSOCIATION

4.1. In General. Subject to the provisions of this Declaration, the Master Association shall have all of the powers designated in Section 5302 of the Act and Section 3302 of the Condominium Act, including the power to assign its right to receive future income, including payments made on account of any assessment against any Unit for Common Infrastructure Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Infrastructure Elements may not be assigned or pledged.

4.2. Initial Powers and Responsibilities. The Master Association shall exercise the following powers and responsibilities with respect to the Maintenance of Common Infrastructure Elements:

4.2.1. Open Space Recreation Area. The Master Association shall be responsible for the Maintenance of the OSRA and any improvements thereto in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Courtyards Association and all other Property Owners Associations in accordance with Section 5.2 hereof.

4.2.2. PGC Trails. The Master Association shall reimburse Declarant or any successor owner of the Preserved Open Space for any and all costs reasonably incurred by the Declarant or any successor owner of the Preserved Open Space for the Maintenance of that portion of the PGC Trails located in the Preserved Open Space. Subject to Sections 6(d) and 7(b)(iii) of the Open Space Declaration, in addition, the Master Association shall be responsible for the Maintenance of those portions of the PGC Trails that are located within the boundaries of the PGC Communities. The Master Association shall assess the cost of such reimbursement and Maintenance against the members of the Courtyards Association, the members of all other Property Owners Association and the owner of the Hotel/Conference Center in accordance with Section 5.2 hereof.

4.2.3. Entrance Signs. The Master Association shall reimburse Declarant or any successor owner of the Golf Course for any and all costs reasonably incurred for the Maintenance of the entrance sign located at the intersection of Clubhouse Drive and Mason Dixon Road and any other jointly-used entrance sign for the PGC, together with any landscaping appurtenant thereto, in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Courtyards Association, the members of all other Property Owners Associations and the Golf Course Owner in accordance with Section 5.2 hereof.

4.2.4. Community Amenities. The Master Association shall be responsible for the operation and Maintenance of the Community Amenities. The Master Association shall have the power to collect an annual assessment from all Unit Owners in the PGC Communities, and if applicable, the owner of the Hotel/Conference Center, in accordance with Section 5.2 hereof. The amount of such annual assessment, which shall be a Common Infrastructure Expense and shall be payable on a monthly basis, shall be sufficient to fully fund the cost of operation and Maintenance of the Community Amenities.

4.2.5. Maintenance Reserves. The Master Association may make assessments against the Golf Course Owner, the Hotel/Conference Center owner, the members of the Courtyards Association, the members of all other Property Owners Associations for the creation of reserves for the future Maintenance of the Common Infrastructure Elements, in accordance with Section 5.2 hereof.

4.3. Delegation by Property Owners Association. The Master Association shall exercise any powers of the Courtyards Association or any other Property Owners Association delegated to it by the Courtyards Association or such other Property Owners Association pursuant to Section 5302(a)(18) of the Act or Section 3302(a)(18) of the Condominium Act, as applicable (each such power delegated a "**Delegated Power**"). Notwithstanding the foregoing, but subject to Subsection 4.4.2(a) hereof, the Master Association shall have the power to accept or reject any proposed delegation of power by

the Courtyards Association or any other Property Owners Association. The Delegated Powers of the Master Association shall be exercised in accordance with Section 5222(b) of the Act, Section 3222(b) of the Condominium Act, and all other laws applicable to the Courtyards Association and any other Property Owners Association.

4.4. Special Declarant Rights.

4.4.1. The declaration of each PGC Community shall contain a reservation by the declarant of such community of the Special Declarant Right to cause a planned community (or condominium) to be subject to a master association as defined in Section 5103 of the Act (or Section 3103 of the Condominium Act) and as permitted by Section 5205(13) of the Act (or Section 3205(13) of the Condominium Act). The declarant's right to cause a Property Owners Association to become subject to the Master Association shall be deemed exercised immediately upon the recording of the declaration of each PGC Community, and, in accordance with Section 5222(f)(1) of the Act (or Section 3222(f)(1) of the Condominium Act), the declaration of each PGC Community shall so provide. If the declaration of a PGC Community fails to so provide, it shall be deemed to so provide by virtue of being subject to this Declaration.

4.4.2. The Courtyards Declaration and each such other PGC Community declaration shall:

(a) identify the powers initially being assigned to the Master Association, which shall include those set forth in Section 4.2 hereof, and

(b) authorize the assignment of certain other powers and duties vested in the Property Owners Association to the Master Association.

4.4.3. The records of each Property Owners Association shall acknowledge the exercise of the declarant's Special Declarant Right to cause the PGC Community to become subject to the Master Association and shall also identify the powers and duties being assigned to and assumed by the Master Association.

4.5. Ownership of Community Amenities. Upon completion of construction of the swimming pool and pool house/community building, the Declarant shall cause the parcel of land upon which those facilities are located to be legally subdivided, and shall convey title to such subdivided parcel and the improvements located thereon, in fee simple, to the Master Association. Upon completion of the tennis courts, the Declarant shall cause the parcel of land upon which those facilities are located to be subdivided and conveyed to the Master Association in the same manner. Upon such conveyance, any remaining balance in the CAM Fund, as defined herein, shall be disposed of in accordance with the provisions of Subsection 10.1.1 hereof.

4.6. Conveyance or Encumbrance of Common Infrastructure Elements. Provided that Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Master Association, including eighty percent (80%) of the votes allocated to Units not owned by the declarant of any PGC Community and the Builder, agree, then portions of the Common

Infrastructure Elements owned by the Master Association may be conveyed or subjected to a Security Interest by the Master Association. Any conveyance or encumbrance of such Common Infrastructure Elements by the Master Association shall be effected in strict accordance with Section 5318 of the Act and Section 3318 of the Condominium Act.

4.7. Judgments Against the Master Association. Any creditor of the Master Association pursuant to a Security Interest obtained under Section 4.6 hereof shall exercise its rights against the Common Infrastructure Elements owned by the Master Association before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Master Association, upon perfection as a lien on real property, shall not be a lien on the Common Infrastructure Elements, but shall constitute a lien against all of the Units in the PGC Communities at the time the judgment was entered. In no event shall any such judgment for money against the Master Association, upon perfection as a lien, constitute a lien on any real property located within the PGC other than a Unit or a Common Infrastructure Element owned by the Master Association. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act or Section 3319(c) of the Condominium Act, as applicable. After payment, the Master Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Infrastructure Expense incurred in connection with that lien. Similarly, the Master Association may not assess or have a lien against any real property located within the PGC other than a Unit for any portion of the Common Infrastructure Expense incurred in connection with that lien. A judgment indexed against the Master Association must be indexed against all PGC Communities and the Master Association, and when so indexed, shall constitute notice of the lien against the Units.

4.8. Master Association Records. The Master Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Master Association and assessments made by the Master Association under Sections 4.2, and Article V hereof. The Master Association shall keep financial records sufficiently detailed to comply with Section 5407 of the Act and Section 3407 of the Condominium Act. All financial and other records shall be made reasonably available for examination by any Member of the Master Association and his authorized agents.

ARTICLE V

ASSESSMENT AND COLLECTION OF COMMON INFRASTRUCTURE EXPENSES

5.1. Definition of Common Infrastructure Expenses. Common Infrastructure Expenses include the following:

5.1.1. Expenses of operation, administration and Maintenance of the Common Infrastructure Elements;

5.1.2. Expenses declared to be Common Infrastructure Expenses by this Declaration, the Act or the Condominium Act;

5.1.3. Expenses agreed to be Common Infrastructure Expenses by the Executive Board; and

5.1.4. Such reserves as may be established by the Master Association, whether held in trust or by the Master Association, for repair, replacement or addition to the Common Infrastructure Elements or any other real or personal property acquired or held by the Master Association.

5.2. Apportionment of Common Infrastructure Expenses.

5.2.1. Responsibility for Common Infrastructure Expenses. Common Infrastructure Expenses shall be shared among the members of the Courtyards Association, the members of all other Property Owners Associations, the Golf Course Owner, and the owner of the Hotel/Conference Center, as follows:

(a) OSRA. Common Infrastructure Expenses relating to the OSRA shall be the responsibility of the Unit Owners.

(b) PGC Trails. Common Infrastructure Expenses relating to the PGC Trails shall be shared by the Unit Owners and the owner of the Hotel/Conference Center. The share to be paid by the owner of the Hotel/Conference Center shall be calculated by converting a fraction to a decimal number, the numerator of which fraction shall be one-half (1/2) the total number of hotel rooms, including Time Share Units, if any, in the Hotel/Conference Center, and the denominator of which fraction shall be the sum of (i) the total number of planned community or condominium units in the PGC, and (ii) one-half (1/2) the total number of hotel rooms, including Time Share Units, if any, in the Hotel/Conference Center. The Unit Owners shall be responsible for the remaining share. A Time Share Unit shall, for purposes of the aforementioned calculation, be counted as one (1) room, regardless of the number of shares into which such Time Share Unit has been divided.

(c) Entrance Signs. Common Infrastructure Expenses relating to the entrance signs for the PGC shall be shared by the Unit Owners and the Golf Course Owner. The share to be paid by the Golf Course Owner shall be fifty percent (50%). The Unit Owners shall be responsible for the remaining fifty percent (50%) share.

(d) Community Amenities. Subject to the provisions of Subsection 10.1.2 hereof, the Common Infrastructure Expenses relating to the Community Amenities shall be the responsibility of the Unit Owners.

(e) Clubhouse Drive. The Golf Course Owner shall be responsible for the Maintenance of Clubhouse Drive and any landscaping appurtenant thereto for the two (2) year period beginning on the date of the First

Settlement and ending on the second anniversary thereof. Thereafter, the cost of such Maintenance shall be shared by the Unit Owners and the Golf Course Owner. The share to be paid by the Golf Course Owner shall be fifty percent (50%). The Unit Owners shall be responsible for the remaining fifty percent (50%) share, which shall constitute a Common Infrastructure Expense.

(f) Other Common Infrastructure Elements. Common Infrastructure Expenses relating to any other Common Infrastructure Elements that serve the PGC as a whole shall be shared by the Unit Owners, the Golf Course Owner and the owner of the Hotel/Conference Center. In such a case, the share of the Hotel/Conference Center owner shall be determined in the manner described in Subsection 5.2.1(b) hereof, and the share of the Golf Course Owner shall be equal to that of the Hotel/Conference Center owner. The division of Common Infrastructure Expenses relating to Common Infrastructure Elements that serve the PGC Communities and either the Golf Course or the Hotel/Conference Center, but not both, shall be determined by the Executive Board in an equitable manner that takes into account the usage of such facilities by the Unit Owners and the users of the Golf Course or the Hotel/Conference Center.

5.2.2 Proportionate Interests of Unit Owners. The share of Common Infrastructure Expenses payable by Unit Owners shall be assessed against all Units in the PGC in accordance with their Proportionate Interests. The Proportionate Interest of each Unit shall be calculated by converting a fraction to a decimal number, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of planned community or condominium units in the PGC.

5.3. Lien.

5.3.1. The Master Association has a statutory lien on a Unit for (i) any assessment levied against that Unit, and (ii) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes delinquent. Fees, including late fees, fines, attorneys' fees, recording fees and interest charged pursuant to this Declaration, the Act or the Condominium Act are enforceable as assessments under this Section 5.3.1. If the assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

5.3.2. Any lien for delinquent Common Infrastructure Expense assessments or other charges that the Master Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments, or to a judgment obtained for obligations secured by any such mortgage.

5.3.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 5.3 is required.

5.3.4. A lien for unpaid assessments, late fees or fines is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments, late fees or fines become payable; provided, that if an Owner of a Unit subject to a lien under this Section 5.3 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

5.3.5. This Section 5.3 does not (i) prohibit actions to recover sums for which Subsection 5.3.1. creates a lien or (ii) prohibit the Master Association from taking a deed in lieu of foreclosure.

5.3.6. A judgment or decree in any action brought under this Section 5.3 shall include costs and reasonable attorney's fees for the prevailing party.

5.3.7. The Master Association's lien may be foreclosed in like manner as a mortgage on real property.

5.3.8. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest in accordance with the provisions of the Act or the Condominium Act, as applicable. Any unpaid assessments not satisfied from the proceeds of sale become Common Infrastructure Expenses collectible from all the Unit Owners, including the purchaser.

5.3.9. Any payments received by the Master Association in the discharge of a Unit Owner's obligation shall be applied in accordance with Section 5315(i) of the Act and Section 3315(h) of the Condominium Act.

5.3.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act or Sections 3302(a)(10), (11) and (12) of the Condominium Act, shall be subordinate to the lien of a Security Interest on a Unit.

5.3.11. Notwithstanding any provision of this Section 5.3, the share of any Common Infrastructure Expense assessment or special assessment allocated to any owner of real property other than a Unit or Units within the PGC shall not give rise to or constitute a lien within the meaning of the Act or the Condominium Act. The Common Infrastructure Expense assessments and special assessments allocated to such non-Unit real property owners are contractual obligations of those property owners, and the Master Association shall have the right to enforce such obligations by instituting legal proceedings or by any other action at law or in equity. In no event shall any non-Unit real property owner

have any responsibility for payment of, or liability relating to, any portion of any Common Infrastructure Expense assessment or special assessment, other than the portion of such assessment specifically allocated to such non-Unit real property owner.

5.4. Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the PGC by the Executive Board, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all Members. Unless a majority of all Voting Members vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval of such by the Executive Board, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Voting Members shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 5.4, Section 5303(b) of the Act or Section 3303(b) of the Condominium Act.

5.5. Adoption of Non-Budgeted Common Infrastructure Expense Assessments. If the Executive Board votes to levy a Common Infrastructure Expense assessment not included in the current budget, the Executive Board shall immediately submit a copy or summary of such Common Infrastructure Expenses to the Members and such Common Infrastructure Expenses shall be subject to rejection in the same manner as a budget under Section 5.4 hereof. Notwithstanding the foregoing, the Voting Members shall not have the power to reject the imposition of Common Infrastructure Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

5.6. Certificate of Payment of Common Infrastructure Expense Assessments. On written request, the Master Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act or Section 3315(g) of the Condominium Act, as applicable, and any credits of surplus in favor of his or her Unit pursuant to Section 5313 of the Act or Section 3313 of the Condominium Act, as applicable. Similarly, the Master Association shall furnish upon written request to a non-Unit owner of real property in the PGC a statement in recordable form setting forth the amount of unpaid assessments currently levied against his property pursuant to this Declaration, as well as any credits of surplus in favor of his property. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Executive Board and every Unit Owner or non-Unit real property owner.

5.7. Frequency of Payment of Common Infrastructure Expenses. All Common Infrastructure Expenses assessed under Section 5.2 hereof shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Non-budgeted Common Infrastructure Expense assessments authorized by Section 5.5 hereof shall be due and payable in one or more installments at such times determined to be advisable by the Executive Board.

5.8. Acceleration of Common Infrastructure Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner or non-Unit real property owner in

the payment of any Common Infrastructure Expense assessment levied against his or her Unit or other non-Unit real property, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

5.9. Commencement of Common Infrastructure Expense Assessments. Common Infrastructure Expense assessments shall begin as of the date of the First Settlement. Notwithstanding the foregoing, the Declarant may elect to delay the commencement of Common Infrastructure Expense assessments until a date later than the First Settlement, provided that Declarant shall be solely responsible for all Master Association expenses prior to such commencement.

5.10. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Infrastructure Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

5.11. No Waiver of Liability for Common Infrastructure Expenses. No Unit Owner or non-Unit real property owner may exempt himself or herself from liability for payment of the Common Infrastructure Expenses by waiver of the use or enjoyment of the Common Infrastructure Elements or by abandonment of the Unit or non-Unit real property against which the assessments are made.

5.12. Surplus Funds. Any excess amounts accumulated from Common Infrastructure Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for such assessments or reserves, shall be credited to the Units, the Golf Course, the Hotel/Conference Center and any other parcel of real property in the PGC in accordance with Section 5.2 hereof. The portion of such excess that is to be credited to the Units shall be allocated to each Unit in accordance with Subsection 5.2.2 hereof and Section 5313 of the Act or Section 3313 of the Condominium Act, as appropriate, and shall be applied to subsequent assessments against each such Unit until exhausted.

ARTICLE VI

EASEMENTS

6.1. Additional Easements. In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5218 and 5302(a)(9) of the Act, and Sections 3216, 3218 and 3302(a)(9) of the Condominium Act, the following additional easements are hereby created:

6.1.1. Utility Easements. Any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including

Mount Joy Township and municipal and sewer authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the PGC. The easements created in this Subsection 6.1.1 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on such Common Infrastructure Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.1, unless approved in writing by the Executive Board, any such easement shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of such Common Infrastructure Elements by the Declarant to the Master Association or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of such Common Infrastructure Elements by the Members.

6.1.2. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, not improved with buildings or other structures for the purpose of constructing, maintaining, replacing and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to grant or assign such easements to appropriate persons, parties or entities, including without limitation, a NIDMA. The easement created by this Subsection 6.1.2 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

6.1.3. Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the PGC, the Declarant reserves unto itself, its agents, employees and contractors, the right to enter onto any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, as is reasonably necessary to facilitate the Declarant's construction, repair or replacement activities, provided however that the Declarant shall take reasonable steps to minimize any interference with the Members' use of the Common Infrastructure Elements and shall promptly repair any damage to a Common Infrastructure Element resulting from the Declarant's exercise of its rights pursuant to this Subsection 6.1.3.

6.1.4. Open Space Declaration. A system of walking trails is presently planned to run throughout the Preserved Open Space, including the Golf Course. Pursuant to the Open Space Declaration, the Declarant has granted to the Unit Owners and the residents of the PGC (1) the right to use those portions of these trails that may be located upon the Preserved Open Space, and (2) the right to use the OSRA for normal and appropriate recreational purposes, all subject to reasonable rules and regulations as described in the Open Space Declaration.

6.1.5. NIDMA Easement. The Master Association shall be obligated to grant easements over the Common Infrastructure Elements to a NIDMA as required by

the NIDMA for ownership of those NIDMA Facilities located on or comprising part of the Common Infrastructure Elements.

6.1.6. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to grant, sell and convey easements across portions of the PGC not part of a PGC Community or the Preserved Open Space, for the purpose of benefiting any tract of land adjacent to or near the PGC. Without limiting the generality of the preceding sentence, the Declarant may subject the PGC to storm water and detention pond easements to be used by or jointly with adjoining properties.

6.1.7. Declarant's Easement for Development of Other Real Estate. The Declarant reserves an easement on, over and under the Common Infrastructure Elements not improved with buildings or other structures for all purposes relating to the construction, development, leasing and sale of improvements on any other real estate owned by Declarant. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

6.1.8. Easement for Encroachments. To the extent that any Unit in a PGC Community or any portion of the Common Infrastructure Elements encroaches upon the other because of the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its maintenance shall exist, provided that the physical boundaries of such Unit after construction, reconstruction or repair will be in substantial accord with the descriptions thereof set forth in the declaration creating the PGC Community of which it is a part. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve the Unit Owner of liability in the case of willful misconduct nor the declarant of the PGC Community of which the Unit is a part, nor the Declarant, or their agents, of liability for failure to comply with the declaration plats and plans or the Subdivision/Land Development Plan, as the case may be.

6.1.9 Easements to Benefit the Preserved Open Space. Those portions of the PGC not within the Preserved Open Space but adjoining the Preserved Open Space, as constituted from time to time (the "Golf Ball Easement Areas"), are hereby made subject to an easement permitting golf balls unintentionally to come upon the Golf Ball Easement Areas. Golfers shall not be permitted to retrieve errant golf balls from the Golf Ball Easement Areas.

ARTICLE VII

LIMITATION OF LIABILITY

7.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a

member of the Executive Board shall not be personally liable for monetary damages for any action taken, or any failure to take any action, by the Executive Board.

7.2. Indemnification of Members of the Executive Board and Officers of the Master Association.

7.2.1. Third Party Actions. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Master Association) by reason of the fact that the person is or was an Executive Board member or officer of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

7.2.2. Derivative Actions. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Master Association.

7.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 7.2.1 and 7.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

7.2.4. Expenses Advanced. The Master Association shall advance expenses incurred by an Executive Board member or officer of the Master Association who is entitled to be indemnified pursuant to the provisions of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Master Association.

7.2.5. Indemnification of Other Persons. The Master Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board, (i) indemnify any person who neither is nor was an Executive Board member or officer of the Master Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Master Association), by reason of the fact that the person is or was a representative of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection

with such threatened, pending or completed action, suit or proceeding and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Master Association.

ARTICLE VIII

INSURANCE

8.1. Coverage. Commencing no later than the date of the First Settlement, and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 8.2 and 8.3 and in accordance with the provisions of Section 5312 of the Act and Section 3312 of the Condominium Act. Any property or comprehensive general liability insurance carried by the Master Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Members at their respective last known addresses.

8.2. Property Insurance. The Master Association shall obtain and maintain property insurance insuring (i) all Common Infrastructure Elements, including all fixtures, equipment and any improvements and betterments, but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies, and (ii) all personal property owned by the Master Association, in an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date, except that personal property shall be insured for an amount equal to its actual cash value, or as may be required to be maintained by the Master Association by Section 5312 of the Act or Section 3312 of the Condominium Act.

8.3. Liability Insurance. The Master Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or Maintenance of the Common Infrastructure Elements. The policy shall name the Master Association's managing agent ("**Manager**") and the NIDMA as additional insured parties.

8.4. Other Provisions. Insurance policies carried by the Master Association pursuant to this Article shall provide that:

8.4.1. Each Member is an insured person under the policy with respect to liability arising out of his membership in the Master Association.

8.4.2. The insurer waives its rights to subrogation under the policy against any Member or member of his household.

8.4.3. No act or omission by any Member, unless acting within the scope of his authority on behalf of the Master Association, will void the policy or be a condition to recovery under the policy.

8.4.4. If, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same risk covered by the policy, the Master Association's policy shall provide primary insurance.

8.4.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Master Association, each Member, the NIDMA and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

8.5. Fidelity Bonds. The Master Association may maintain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Master Association, whether or not he receives compensation for his services. The bond shall name the Master Association as obligee and shall cover the maximum funds that will be in the custody of the Master Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' Common Infrastructure Expense assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Master Association before the bond can be canceled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

8.6. Workers' Compensation Insurance. The Master Association shall obtain and maintain Workers' Compensation Insurance to the extent required by the laws of the Commonwealth of Pennsylvania.

8.7. Indemnification Insurance. The Master Association shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 7.2 hereof, if and to the extent available at a reasonable cost.

8.8. Other Insurance. The Master Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers appropriate to protect the Master Association or the Members.

8.9. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Master Association shall be a Common Infrastructure Expense.

ARTICLE IX

DAMAGE TO OR DESTRUCTION OF PROPERTY

9.1. Master Association's Duty to Restore. Any Common Infrastructure Element for which insurance is required to be maintained by the Master Association under Section 5312 of the Act, Section 3312 of the Condominium Act or this Declaration, or for which insurance carried by the Master Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Master Association in accordance with Section 5312 of the Act and Section 3312 of the Condominium Act.

9.1.1. Cost. The cost of repair or replacement in excess of insurance proceeds with respect to losses for which insurance is required to be maintained by the Master Association by Section 5312 of the Act, Section 3312 of the Condominium Act or this Declaration shall be a Common Infrastructure Expense.

9.1.2. Plans. The Common Infrastructure Elements shall be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the PGC and which have been approved by the Executive Board and Mount Joy Township.

9.1.3. Replacement of Common Infrastructure Elements. The insurance proceeds attributable to the damaged Common Infrastructure Elements shall be used to restore the damaged area to a condition compatible with the remainder of the PGC.

9.1.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Master Association, shall hold any proceeds from insurance maintained by the Master Association in trust for the Master Association, Members and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act and Section 3312(g)(1) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Infrastructure Elements, and the Master Association, Members and lien holders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Infrastructure Elements have been completely repaired or restored, or the PGC is terminated.

9.1.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

9.1.6. Certificates by Attorneys. If payments are to be made to Members, the Executive Board, and the trustee, if any, shall obtain and may rely on an

attorney's certificate of title or a title insurance certificate based on a search of the land records of Adams County, Pennsylvania, from the date of the recording of the declaration of the first PGC Community stating the names of the Unit Owners, the names of owners of any non-Unit real property within the PGC, and the holders of any mortgages upon the Units and/or non-Unit real property.

ARTICLE X

COMMUNITY AMENITIES; NEIGHBORHOOD IMPROVEMENT DISTRICT

10.1. Community Amenities. The Declarant shall construct within the PGC certain amenities to include, at a minimum, a swimming pool, a pool house with restrooms, and two (2) tennis courts. Upon completion of construction, the Declarant shall convey title to the parcel(s) upon which the Community Amenities are located together with any and all improvements located thereon, in fee simple, to the Master Association, except that the pool house and the land upon which the pool house is located shall remain part of the Preserved Open Space. Contemporaneously with the conveyance of the Community Amenities parcel(s) to the Master Association, the Declarant shall enter into an agreement with the Master Association providing, *inter alia*, for a perpetual, non-exclusive easement in favor of the Master Association, its members, and their invited guests, for use of the mechanical room(s) serving the swimming pool and the restrooms and other facilities located on the ground floor of the pool house.

10.1.1. Community Amenities Membership Fund. The Declarant shall create a "Community Amenities Membership Fund" ("**CAM Fund**"), the purpose of which is to defray the cost of building the Community Amenities, and which may also be used by the Declarant to defray the cost of construction of the PGC Trails and the OSRA. The CAM Fund shall be funded by means of a contribution in an amount not less than Three Thousand Dollars (\$3,000.00) to be determined by Declarant and set forth in the Declaration which creates each PGC Community based upon market conditions and other relevant factors, to be paid by the Initial Third Party Purchaser of each Unit in any PGC Community at the closing for that Unit. Such contribution shall also constitute a mandatory prepayment by each Initial Third Party Purchaser of annual assessments with respect to the Community Amenities for the three (3) year period described in Subsection 10.1.4 hereof. Such contribution shall not vest the Initial Third Party Purchaser with any property right, ownership interest or other right, title or interest in the Community Amenities. Subsequent purchasers of such Unit shall be permitted to use the Community Amenities, subject to payment of annual assessments with respect to the Community Amenities and compliance with such reasonable rules and regulations as the Master Association shall promulgate. The Declarant shall begin construction of the Community Amenities no later than the closing date of the eightieth (80th) Unit sale in the Courtyards Community, and construction shall be completed no later than ten (10) months thereafter. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account and shall be held in escrow until construction of the Community Amenities begins, except that the Declarant may draw upon the CAM Fund for the purpose of funding construction of the PGC Trails and the OSRA at any time after the First Settlement. Except as set forth below, no

contributor to the CAM Fund shall be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of his Unit or otherwise. Notwithstanding the foregoing sentence, if the Declarant shall determine that the Community Amenities are not to be built because he believes, on the basis of the best available information, that fewer than eighty (80) Units in the Courtyards Community will be sold, then the balance of the CAM Fund (including interest and after deduction of amounts used for construction of the PGC Trails and the OSRA, if any) shall be refunded by the Declarant to each contributor to the CAM Fund on a pro rata basis at his or her last known address. Upon completion of the Community Amenities the balance remaining in the CAM Fund, if any, shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities; provided, however, that if at such time construction of the PGC Trails and/or the OSRA has not been completed, the Declarant shall be entitled to use such remaining balance to fund construction of the PGC Trails and/or the OSRA. If after completion of the PGC Trails and the OSRA there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

10.1.2. Use by Hotel/Conference Center. Although the Hotel/Conference Center, if constructed, is expected to have its own swimming and tennis facilities, the Declarant expressly reserves the right to permit use of the Community Amenities by guests of the Hotel/Conference Center and owners of Time Share Units located in the Hotel/Conference Center, if any, subject to such reasonable rules and regulations as the Master Association shall promulgate. However, in the event that the aforementioned reserved right is exercised, the owner of the Hotel/Conference Center shall reimburse the Master Association for a portion of the annual operating and Maintenance costs of the Community Amenities. The share to be paid by the owner of the Hotel/Conference Center shall be calculated in the same manner as described in Subsection 5.2.1(b) hereof.

10.1.3. Use by Golf Course Members, the General Public and the Declarant. The Declarant reserves the following rights:

(a) To permit use of the Community Amenities by members of the Golf Course, subject to (i) the payment of the then-current annual membership fee as determined by the Executive Board from time to time. The present annual membership fee is Seven Hundred Fifty Dollars (\$750.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities established by the Master Association, and (iii) the Master Association's right to review such use of the Community Amenities annually, and, after such review, to terminate such use in its sole discretion.

(b) To permit use of the Community Amenities by members of the public, subject, however, to (i) payment of an annual membership fee to be determined by the Executive Board from time to time. The present annual membership fee for members of the public is One Thousand Five Hundred Dollars (\$1,500.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) the Master Association's right to review such use of the

Community Amenities annually and, after such review, to terminate such use in its sole discretion.

(c) To permit rental of meeting rooms in the Community Center to members of the general public for special events, pursuant to rules and a fee schedule established by the Executive Board of the Master Association.

The intention of the Declarant in reserving the foregoing rights is to minimize the annual membership fees and Common Infrastructure Expenses with respect to the Community Amenities charged to Unit Owners by providing other sources of income for the Community Amenities. However, income from membership fees charged to non-Unit Owners and other sources shall not be permitted to cause the Master Association to lose its "Homeowners Association" status within the meaning of the Internal Revenue Code.

10.1.4. Annual Assessments. Contribution to the CAM Fund shall entitle each Initial Third Party Purchaser to three (3) consecutive years' use of the Community Amenities, commencing on the later of the date on which the swimming pool and pool house/community building are opened for use (i.e., June 10, 2005) or the closing date with respect to the Initial Third Party Purchaser's Unit. Thereafter, each Initial Third Party Purchaser shall be entitled to use the Community Amenities upon payment of an annual assessment to be determined by the Master Association. This annual assessment, which shall be a Common Infrastructure Expense, shall be levied against each Unit by the Master Association and shall be payable in accordance with Section 5.7 hereof. This assessment shall be equal to the Unit's share of the costs of operation and Maintenance of the Community Amenities, as determined pursuant to Section 5.2 hereof. Subsequent Unit purchasers will also be entitled to use the Community Amenities upon payment of the aforesaid annual assessment in the same manner. No Unit Owner in the PGC shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities.

10.2. Neighborhood Improvement District.

10.2.1. Financing; Assessments. Certain public improvements built on the PGC Property will be financed by Mount Joy Township through an Assessment District created under the NID Act, which authorizes Mount Joy Township to issue municipal bonds ("**NID Bonds**"), in multiple series, secured solely by assessments levied against the owners of real property, including Unit Owners, in the Assessment District. The Assessment District's geographic boundaries are presently coincident with the perimeter of the PGC Property, as defined herein, excluding the Golf Course but including the PGC Trails and the OSRA. The assessments shall be levied in a manner consistent with the provisions of the NID Act in order to amortize each series of NID Bonds over their term, which is presently expected to be 30 years. A NIDMA created under the NID Act will administer the Assessment District and take title to the public improvements located therein.

10.2.2. NIDMA Facilities. The public improvements may include, but are not limited to, the PGC Trails, the OSRA, a bridge over Lousy Run, widening of Mason Dixon Road, an underpass under Mason Dixon Road for golf carts and pedestrians

(required by Mount Joy Township as a condition to its approval of the PGC), storm water management facilities, and certain infrastructure improvements serving the Courtyards Community (including reconstruction of Clubhouse Drive), all of which are located within the Assessment District. The proceeds of the NID Bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs. Ongoing Maintenance of those NIDMA Facilities jointly used by the PGC Communities, the Golf Course, and/or the Hotel/Conference Center, is expected to be performed by the Master Association under contract with the NIDMA ("**Maintenance Agreement**") and financed through Common Infrastructure Expense assessments levied against each Member by the Master Association.

10.2.3. Ownership of NIDMA Facilities. Ownership of those NIDMA Facilities jointly used by the PGC Communities, the Golf Course, and/or the Hotel/Conference Center, and the real estate upon which they are located, shall be as follows:

(a) The owner of the real estate upon which the NIDMA Facilities are located will grant easements to the NIDMA for the purpose of ownership, installation, operation and Maintenance of the NIDMA Facilities.

(b) The NIDMA will own the NIDMA Facilities for the term of the series of NID Bonds issued to finance the construction of such NIDMA Facilities, and the grantor of the aforementioned easements will continue to own fee simple title to the real estate upon which the NIDMA Facilities are located.

(c) Upon the retirement of each series of NID Bonds, ownership of the NIDMA Facilities financed through the issuance of that series of NID Bonds shall revert automatically to the owner of the fee simple title to the real estate upon which the NIDMA Facilities are located, except, however, that ownership of the improvements to Mason Dixon Road shall revert to PennDOT.

10.2.4. Indemnification. The Master Association shall indemnify the NIDMA against any loss or expense (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement, arising from the Master Association's performance of, or failure to perform, its obligations under the Maintenance Agreement.

ARTICLE XI

SUBORDINATION

11.1. Subordination. The provisions of this Declaration are subject and subordinate to the provisions of the Open Space Declaration.

ARTICLE XII

EXPANSION OR CONTRACTION OF THE PGC

12.1. Expansion or Contraction of the PGC. Declarant, or a successor declarant, shall have the right, in its discretion, to expand or contract the PGC from time to time in accordance with the Subdivision/Land Development Plan and other governmental requirements. The PGC may be expanded to include land situated outside of the Township.

12.2. PGC Communities. Upon the recording of a declaration by an Approved Declarant (as defined below) creating a PGC Community (an "Approved Declaration"), all land not described on Exhibit A to this Declaration that is submitted to the provisions of the Act or the Condominium Act pursuant to such Approved Declaration, shall, without further action on the part of Declarant or the Approved Declarant, become a part of the PGC and subject to this Declaration. Any Withdrawable Real Estate withdrawn from such PGC Community by the amendment of the Approved Declaration creating such community, may be removed from the PGC and made not subject to this Declaration until/unless such land again becomes a part of a PGC Community or otherwise again becomes a part of the PGC. Any Additional Real Estate identified in an Approved Declaration that is not described on Exhibit A to this Declaration shall automatically become a part of the PGC and subject to this Declaration when added to such PGC Community by the recording of an amendment to the Approved Declaration that created the PGC Community. An Approved Declarant shall be the Declarant, or a declarant approved by Declarant, as evidenced by a consent and acknowledgement of Approved Declarant status signed by Realty.

12.3. Amendment to Declaration. From and after the Effective Date, the recording of an Approved Declaration pursuant to, and in accordance with, the provisions of Section 4.4 hereof and this Article XII shall serve to effect the expansion of the PGC, and no amendment to this Declaration shall be required to make such expansion effective.

ARTICLE XIII

AMENDMENT OF DECLARATION AND BYLAWS

13.1. Amendment of Declaration.

13.1.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights or by the Master Association pursuant to Section 5219(f) of the Act and Section 3219(f) of the Condominium Act (both relating to technical corrections) or other provisions of the Act, the Condominium Act or this Declaration, this Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Voting Members of the Master Association.

13.1.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Master Association pursuant to this Section 13.1 may be brought more than one year after the amendment is recorded.

13.1.3. Execution of Amendments. Amendments to this Declaration required by the Act or the Condominium Act to be recorded by the Master Association, adopted in accordance with this Declaration and the Act or the Condominium Act, as applicable, shall be prepared, executed, recorded and certified on behalf of the Master Association by any officer of the Master Association designated for that purpose or, in the absence of designation, by the president of the Master Association.

13.1.4. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania.

13.1.5. Joinder of Affected Owner(s). Notwithstanding anything to the contrary contained herein, any amendment to this Declaration that would affect the Preserved Open Space or any other portion of the PGC that is not part of a PGC Community (the owner of each, an "**Affected Owner**"), shall require the written consent of, and execution of such amendment by, each Affected Owner. Such consent may be withheld by each Affected Owner in its sole discretion, and such amendment shall be ineffective as to the Affected Owner's property without such consent and execution of the amendment. Any amendment to this Declaration that would affect the use of, or involve the subdivision and nonrecreational development of, the Preserved Open Space, shall require the written consent of Mount Joy Township.

13.1.6 Special Declarant Rights. Provisions in this Declaration creating or reserving unto Declarant Special Declarant Rights may not be amended without the written consent of the Declarant.

13.1.7 Consent of Holders of Security Interests. No amendment of any material provision of this Declaration shall be effective without notice to all holders of a Security Interest in any real estate owned in fee by the Master Association, given in accordance with the requirements of Section 5221(b) of the Act and/or Section 3221(b) of the Condominium Act, and the consent of fifty-one percent (51%) of such holders of a Security Interest, or deemed consent pursuant to 5221(b) of the Act and/or Section 3221(b) of the Condominium Act.

13.2. Amendment of Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the votes eligible to be cast by the Voting Board Members, following Notice and Comment to all Members of the Master Association, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration pursuant to Section 5219(f) of the Act and Section 3219(f) of the Condominium Act. Notwithstanding the foregoing, the Bylaws shall be amended immediately following the Effective Date solely for the purpose of conforming the provisions of the Bylaws with the provisions of this Declaration.

ARTICLE XIV

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

14.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws, whenever the Bylaws or this Declaration require that an action be taken after "Notice and Comment" or at any other time the Executive Board determines, the Members have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Member in writing and shall be delivered personally or by mail to all Members at such address as appears in the records of the Master Association, or published in a newsletter or similar publication that is routinely circulated to all Members. The notice shall be given not less than five (5) days before the proposed action is to be taken.

14.2. Right to Notice and Hearing. Whenever the Bylaws or this Declaration require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board) shall give written notice of the proposed action to all Members or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

14.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XV

MISCELLANEOUS

15.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for operation of the PGC. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

15.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such

deletion shall destroy the uniform plan for operation of the PGC that this Declaration is intended to create.

15.3. Courtyards Declaration. To the extent of any conflict between the provisions of this Declaration and the Courtyards Declaration, the provisions of this Declaration shall control and the provision(s) of the Courtyards Declaration are amended to conform with this Declaration.

15.4. Successor and Assigns. The terms and covenants set forth in this Declaration shall be binding upon, and shall inure to the benefit of, Declarant, its successors and assigns and all other Members of the Master Association.

15.5 Effective Date. This Declaration shall become effective on the date on which it is recorded (the "**Effective Date**").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have consented to and caused this Declaration to be executed as of the Effective Date.

DECLARANT:

THE LINKS AT GETTYSBURG, L.L.C.

By: _____
Richard A. Klein, President

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.

By: _____
Richard A. Klein, Managing Member

MASTER ASSOCIATION:

THE LINKS AT GETTYSBURG MASTER
ASSOCIATION

By: _____
Name: Richard A. Klein
Title: President

Owner of Preserved Open Space:
THE LINKS AT GETTYSBURG, L.L.C.

By: _____
Richard A. Klein, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flagg (1757-007), said point being the northernmost corner of the herein described parcel; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following twelve (12) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; (8) South 62 degrees 31 minutes 11 seconds East a distance of 200.21 feet; (9) South 69 degrees 26 minutes 39 seconds East a distance of 282.90 feet; (10) South 69 degrees 02 minutes 49 seconds East a distance of 184.92 feet; (11) South 06 degrees 41 minutes 51 seconds West a distance of 697.59 feet; and (12) North 85 degrees 05 minutes 07 seconds East a distance of 718.01 feet to a point at corner of lands now or formerly of Frederick C. Fryer and Kay E. Fryer (1079-204 and 490-607); thence continuing along same South 04 degrees 33 minutes 30 seconds East a distance of 1,376.59 feet to a point at corner of lands now or formerly of James W. Waybright and Shirley Ann Waybright (1423-346); thence continuing along same the following three (3) courses and distances: (1) South 82 degrees 01 minute 22 seconds West a distance of 285.45 feet; (2) North 66 degrees 09 minutes 09 seconds West a distance of 660.00 feet; and (3) South 05 degrees 07 minutes 04 seconds West a distance of 997.29 feet to a point in the bed of Mason Dixon Road (SR 3002); thence continuing within the bed of Mason Dixon Road aforementioned North 79 degrees 12 minutes 13 seconds West a distance of 18.97 feet to a point; thence North 77 degrees 02 minutes 31 seconds West a distance of 18.26 feet; thence continuing within the bed of Mason Dixon Road and along lands now or formerly of Philip C. Hill and Melody R. Hill (1950-314) the following four (4) courses and distances: (1) South 15 degrees 05 minutes 18 seconds West a distance of 723.05 feet; (2) South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; (3) North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; and (4) South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes

51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3) courses and distances: (1) North 17 degrees 40 minutes 17 seconds West a distance of 825.00 feet; (2) North 04 degrees 01 minute 31 seconds East a distance of 862.95 feet; and (3) continuing along same and crossing Mason Dixon Road aforementioned North 24 degrees 31 minutes 31 seconds East a distance of 396.00 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of Stanley R. Flaggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to the point and place of BEGINNING.

BEING, as to part, the same property which Klein Family Limited Partnership, by deed dated July 21, 1997 and recorded in Adams County Record Book 1410, Page 0021, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

BEING, as to part, the same property which Eileen M. Hill, widow, by deed dated March 21, 1997 and recorded in Adams County Record Book 1410, Page 0003, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

BEING, as to the remaining part, the same property which Colleen Martin, single, and Kenneth E. Baker, single, by deed dated November 16, 1998 and recorded in Adams County Record Book 1703, Page 306, granted and conveyed unto Richard A. Klein and Bonni L. Klein, husband and wife.

AND The Links At Gettysburg, L.L.C. entered into an unrecorded Option Agreement dated June 29, 2001 with Richard A. Klein, who assigned all of his right, title and interest in and to the Option Agreement to The Links At Gettysburg Realty Company, L.L.C. by assignment dated September 19, 2002.

The PGC Property includes a certain tract of land conveyed by The Links At Gettysburg, L.L.C. to Richard A. Klein and Bonni L. Klein, husband and wife, by deed dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

The PGC Property also includes a tract of land conveyed by deed from The Links At Gettysburg, L.L.C. and The Links At Gettysburg Realty Company, L.L.C. to Aqua Pennsylvania, Inc., dated September 3, 2004, and recorded in Adams County Record Book 3704, Page 312.

EXHIBIT B

LEGAL DESCRIPTION OF THE PRESERVED OPEN SPACE

ALL THOSE CERTAIN tracts or parcels of land situate in Mount Joy Township, Adams County, Pennsylvania, both of which are part of the PGC Property described in Exhibit A above, as more particularly bounded and described as follows, to wit:

Tract 1:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide), said point being the northernmost corner of the herein described parcel; thence continuing along the southern right of way line of Mason Dixon Road by a curve to the right having a radius of 8,810.51 feet and a chord bearing of South 56 degrees 19 minutes 38 seconds East, an arc distance of 494.47 feet; thence continuing along same South 54 degrees 43 minutes 10 seconds East a distance of 246.61 feet; thence leaving Mason Dixon Road South 12 degrees 21 minutes 36 seconds West a distance of 274.79 feet; thence South 00 degrees 30 minutes 53 seconds East a distance of 341.38 feet; thence South 09 degrees 47 minutes 29 seconds East a distance of 163.63 feet; thence South 48 degrees 01 minute 48 seconds East a distance of 180.10 feet; thence North 77 degrees 12 minutes 27 seconds East a distance of 265.82 feet; thence North 57 degrees 49 minutes 08 seconds East a distance of 228.99 feet; thence North 56 degrees 42 minutes 19 seconds East a distance of 310.33 feet; thence North 11 degrees 11 minutes 59 seconds East a distance of 113.88 feet to a point on the southern right of way line of Mason Dixon Road aforementioned; thence continuing along same by a curve to the right having a radius of 404.34 feet and a chord bearing of South 62 degrees 38 minutes 01 second East, an arc distance of 228.18 feet; thence continuing along same by a curve to the right having a radius of 183.60 feet and a chord bearing of South 38 degrees 33 minutes 49 seconds East, an arc distance of 50.65 feet; thence continuing along same South 30 degrees 18 minutes 17 seconds East a distance of 245.44 feet; thence leaving the southern line of Mason Dixon Road aforementioned South 59 degrees 41 minutes 43 seconds West a distance of 96.29 feet; thence South 69 degrees 48 minutes 32 seconds West a distance of 221.27 feet; thence South 46 degrees 24 minutes 29 seconds West a distance of 271.35 feet; thence South 18 degrees 51 minutes 37 seconds East a distance of 256.29 feet; thence South 48 degrees 13 minutes 01 second East a distance of 304.94 feet; thence South 39 degrees 15 minutes 36 seconds East a distance of 375.50 feet; thence South 64 degrees 09 minutes 32 seconds East a distance of 218.60 feet; thence South 56 degrees 44 minutes 41 seconds East a distance of 330.14 feet; thence North 77 degrees 41 minutes 38 seconds East a distance of 253.33 feet; thence North 84 degrees 32 minutes 24 seconds East a distance of 224.52 feet; thence North 34 degrees 45 minutes 27 seconds East a distance of 367.66 feet; thence North 04 degrees 45 minutes 59 seconds East a distance of 177.51 feet; thence North 00 degrees 43 minutes 19 seconds East a distance of 166.37 feet to a point on the southern right of way line of Mason Dixon Road aforementioned; thence continuing along same South 89 degrees 16 minutes 41 seconds East a distance of 50.06 feet; thence continuing along same by a curve to the right having a radius of 1,246.57 feet and a chord bearing of South 83 degrees 21 minutes 19 seconds East, an arc distance of 257.73 feet;

thence continuing along same South 77 degrees 25 minutes 56 seconds East a distance of 18.84 feet to a point; thence leaving Mason Dixon Road South 15 degrees 05 minutes 18 seconds West a distance of 698.05 feet, more or less; thence South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; thence North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; thence South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes 51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3) courses and distances: (1) North 17 degrees 40 minutes 17 seconds West a distance of 825.00 feet; (2) North 04 degrees 01 minute 31 seconds East a distance of 862.95 feet; and (3) North 24 degrees 31 minutes 31 seconds East a distance of 308.87 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

Tract 2:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flaggs (1757-007), said point being the northernmost corner of the herein described parcel owned by Declarant and of the PGC Property; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following eight (8) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; and (8) South 62 degrees 31 minutes 11 seconds East a distance of 116.94 feet to a point; thence South 27 degrees 28 minutes 49 seconds West a distance of 100.00 feet; thence South 47 degrees 24 minutes 26 seconds West a distance of 307.75 feet; thence South 51 degrees 18 minutes 50 seconds West a distance of 166.64 feet; thence South 60 degrees 37 minutes 08 seconds West a distance of 78.44 feet; thence South 71 degrees 21 minutes 09 seconds West a distance of 187.99 feet; thence South 17 degrees 07 minutes 06 seconds East a distance of 210.85 feet; thence South 03 degrees 03 minutes 15 seconds East a distance of 137.87 feet; thence South 30 degrees 51 minutes 27 seconds West a distance of 229.74 feet; thence South 10 degrees 23 minutes 09 seconds East a distance of 53.37 feet; thence South 09 degrees 56 minutes 47 seconds West a distance of 94.75 feet; thence South 10 degrees 42 minutes 46 seconds East a distance of 62.12 feet; thence South 10 degrees 41 minutes 28 seconds West a distance of 51.89 feet; thence South 39 degrees 43 minutes 37 seconds West a distance of 73.81 feet; thence South 16 degrees 13 minutes 46 seconds East a distance of 165.34 feet; thence South 82 degrees 02 minutes 07 seconds East a distance of 97.21 feet; thence South 80 degrees 42 minutes 44 seconds East a distance of 107.30 feet; thence North 11 degrees 40 minutes 58 seconds East a distance of 413.62

feet; thence North 41 degrees 48 minutes 30 seconds East a distance of 144.49 feet; thence North 80 degrees 55 minutes 51 seconds East a distance of 169.13 feet; thence South 67 degrees 49 minutes 03 seconds East a distance of 66.54 feet; thence North 89 degrees 36 minutes 53 seconds East a distance of 208.30 feet; thence North 42 degrees 12 minutes 01 second East a distance of 64.71 feet; thence South 67 degrees 06 minutes 58 seconds East a distance of 154.83 feet; thence South 22 degrees 53 minutes 02 seconds West a distance of 118.46 feet; thence South 17 degrees 21 minutes 33 seconds West a distance of 188.30 feet; thence South 20 degrees 28 minutes 08 seconds East a distance of 112.19 feet; thence South 10 degrees 15 minutes 36 seconds West a distance of 268.50 feet; thence South 29 degrees 02 minutes 34 seconds East a distance of 76.43 feet; thence South 13 degrees 47 minutes 50 seconds East a distance of 206.59 feet; thence South 10 degrees 55 minutes 51 seconds East a distance of 77.30 feet; thence South 04 degrees 26 minutes 09 seconds West a distance of 86.51 feet; thence North 76 degree 59 minutes 06 seconds West a distance of 261.04 feet; thence North 10 degrees 13 minutes 12 seconds West a distance of 53.11 feet; thence North 57 degrees 16 minutes 27 seconds West a distance of 209.87 feet; thence South 64 degrees 48 minutes 28 seconds West a distance of 175.06 feet; thence South 02 degrees 56 minutes 22 seconds West a distance of 19.75 feet; thence North 88 degrees 40 minutes 07 seconds West a distance of 118.33 feet; thence North 80 degrees 33 minutes 52 seconds West a distance of 88.33 feet; thence North 46 degrees 15 minutes 44 seconds West a distance of 206.09 feet; thence North 27 degrees 58 minutes 35 seconds West a distance of 125.06 feet; thence South 64 degrees 54 minutes 33 seconds West a distance of 301.92 feet; thence South 03 degrees 30 minutes 57 seconds East a distance of 232.57 feet; thence South 50 degrees 26 minutes 14 seconds East a distance of 206.78 feet; thence South 62 degrees 37 minutes 08 seconds East a distance of 99.17 feet; thence South 63 degrees 43 minutes 48 seconds East a distance of 112.90 feet; thence South 77 degrees 26 minutes 37 seconds East a distance of 112.76 feet; thence South 88 degrees 40 minutes 07 seconds East a distance of 97.72 feet; thence North 80 degrees 50 minutes 17 seconds East a distance of 91.53 feet; thence South 80 degrees 31 minutes 55 seconds East a distance of 84.92 feet; thence South 64 degrees 29 minutes 23 seconds East a distance of 93.52 feet; thence South 66 degrees 46 minutes 20 seconds East a distance of 114.92 feet; thence South 75 degrees 59 minutes 47 seconds East a distance of 113.14 feet; thence South 83 degrees 58 minutes 47 seconds East a distance of 211.50 feet; thence South 11 degrees 15 minutes 41 seconds West a distance of 261.80 feet; thence South 04 degrees 05 minutes 17 seconds West a distance of 98.54 feet; thence South 10 degrees 16 minutes 06 seconds West a distance of 100.81 feet to a point on the northern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide); thence continuing along the northern right of way line of Mason Dixon Road the following six (6) courses and distances: (1) by a curve to the left having a radius of 1,296.57 feet and a chord bearing of North 84 degrees 30 minutes 17 seconds West, an arc distance of 216.03 feet; (2) North 89 degrees 16 minutes 41 seconds West a distance of 516.37 feet; (3) by a curve to the right having a radius of 689.19 feet and a chord bearing of North 59 degrees 57 minutes 40 seconds West, an arc distance of 705.28 feet; (4) North 30 degrees 18 minutes 17 seconds West a distance of 507.83 feet; (5) by a curve to the left having a radius of 233.60 feet and a chord bearing of North 38 degrees 32 minutes 36 seconds West, an arc distance of 64.61 feet; and (6) by a curve to the left having a radius of 454.34 feet and a chord bearing of North 50 degrees 46 minutes 01 second West, an arc distance of 68.20 feet; thence leaving Mason Dixon Road North 34 degrees 55 minutes 59

seconds East a distance of 104.07 feet; thence North 10 degrees 02 minutes 41 seconds West a distance of 250.85 feet; thence North 19 degrees 54 minutes 46 seconds East a distance of 77.98 feet; thence North 89 degrees 57 minutes 31 second East a distance of 251.76 feet; thence North 00 degrees 02 minutes 28 second West a distance of 718.67 feet; thence South 89 degrees 57 minutes 32 second West a distance of 282.65 feet; thence North 27 degrees 25 minutes 28 seconds West, a distance of 23.02 feet; thence South 79 degrees 24 minutes 22 seconds West, a distance of 40.00 feet; thence along the southern line of Club House Drive by a curve to the left having a radius of 245.00 feet and a chord bearing of South 61 degrees 10 minutes 17 second West, an arc distance of 155.95 feet; thence by a curve to the left having a radius of 1,320.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 213.83 feet; thence South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; thence by a curve to the right having a radius of 1,230 feet and a chord bearing of South 39 degrees 03 minutes 15 seconds West, an arc distance of 231.82 feet; thence South 44 degrees 27 minutes 13 seconds West a distance of 100.46 feet; thence South 05 degrees 36 minutes 23 seconds East a distance of 45.65 feet; thence by a curve to the left having a radius of 1,487.96 feet and a chord bearing of South 57 degrees 06 minutes 01 second East, an arc distance of 45.00 feet; thence South 32 degrees 02 minutes 00 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 56 degrees 20 minutes 35 seconds West, an arc distance of 85.46 feet; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 137.18 feet; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 20.00 feet; thence South 54 degrees 43 minutes 10 seconds East a distance of 30 feet; thence North 84 degrees 52 minutes 01 second East a distance of 53.30 feet; thence North 44 degrees 27 minutes 13 seconds East a distance of 66.61 feet; thence North 53 degrees 54 minutes 12 seconds East a distance of 87.27 feet; thence by a curve to the left having a radius of 1,170 feet and a chord bearing of North 38 degrees 05 minutes 00 seconds East, an arc distance of 180.86 feet; thence North 33 degrees 39 minutes 18 seconds East a distance 340.48 feet; thence by a curve to the right having a radius of 1,380 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 223.55 feet; thence by a curve to the right having a radius of 305.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 194.14 feet; thence North 10 degrees 35 minutes 38 seconds West a distance of 49.36 feet; thence North 26 degrees 34 minutes 44 seconds West a distance of 71.02 feet; thence North 24 degrees 52 minutes 21 seconds West a distance of 106.80 feet; thence South 64 degrees 33 minutes 26 seconds West a distance of 255.53 feet; thence South 43 degrees 49 minutes 10 seconds West a distance of 773.87 feet; thence South 35 degrees 16 minutes 50 seconds West a distance of 250.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) North 54 degrees 43 minutes 10 seconds West a distance of 182.57 feet; and (2) by a curve to the left having a radius of 8,860.51 feet and a chord bearing of North 56 degrees 20 minutes 55 seconds West a distance of 503.89 feet; thence leaving Mason Dixon Road North 24 degrees 31 minutes 31 seconds East a distance of 36.69 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of

Stanley R. Flaggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to a point on at corner of lands now or formerly of Gene T. Walker (360-371), said point being the point and place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM a tract of land conveyed by deed from The Links At Gettysburg, L.L.C. and The Links At Gettysburg Realty Company, L.L.C. to Aqua Pennsylvania, Inc., dated September 3, 2004, and recorded in Adams County Record Book 3704, Page 312.

COMMONWEALTH OF PENNSYLVANIA

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SS:

COUNTY OF ADAMS

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

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SS:

COUNTY OF ADAMS

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Managing Member of said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF ADAMS

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg Master Association, a Pennsylvania association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said association.

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

Notary Public

JOINDER

The undersigned, being the record owners of certain real property located within the perimeter of real property described in the DECLARATION OF MASTER ASSOCIATION FOR THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY dated _____, 2005, to which this joinder is appended, join in the said document to evidence their consent to the provisions contained therein and to acknowledge that the interest of the undersigned in and to the said real property shall under and subject in all respects to the provisions of the document to which this joinder is appended. The real property of the undersigned is more particularly described a deed to the undersigned dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

WITNESS:

Richard A. Klein

Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA

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SS:

COUNTY OF ADAMS

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On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein and Bonni L. Klein, husband and wife, known 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.

Notary Public