
PUBLIC OFFERING STATEMENT

FOR

THE VILLAS AT THE RETREAT
AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

AND

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

NAME OF PLANNED
COMMUNITIES:

The Villas At The Retreat At The Links At Gettysburg, A
Planned Community ("**Community**"); The Links At
Gettysburg Planned Golf Community ("**PGC**")

PRINCIPAL ADDRESS OF
PLANNED COMMUNITIES:

Mason-Dixon Road
Mount Joy Township, Adams County, Pennsylvania

NAME OF DECLARANT:

The Links At Gettysburg Realty Company, L.L.C.

NAME OF MASTER
ASSOCIATION DECLARANT:

The Links At Gettysburg, L.L.C. and The Links At
Gettysburg Realty Company, L.L.C.

PRINCIPAL ADDRESS
OF DECLARANT AND MASTER
ASSOCIATION DECLARANT:

601 Mason-Dixon Road
Gettysburg, Pennsylvania 17325

NAME OF BUILDER:

Applewood Group, LLC ("**Builder**")

PRINCIPAL ADDRESS
OF BUILDER:

227 Granite Run Drive, Suite 100
Lancaster, Pennsylvania 17601

EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT:

April 11, 2011, as amended May 30, 2013

EFFECTIVE DATE OF PUBLIC
OFFERING STATEMENT
AMENDMENT:

May 30, 2013

IMPORTANT NOTICE:

(The following statements are made in compliance with Section 5402(a)(13) of the Pennsylvania Uniform Planned Community Act ["Act"]).

A. WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT (AND ALL CURRENTLY EFFECTIVE AMENDMENTS HERETO), THE PURCHASER MAY CANCEL ANY CONTRACT HE HAS THERETOFORE EXECUTED FOR THE PURCHASE OF A UNIT IN THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY (THE "COMMUNITY") FROM THE DECLARANT. IF THE PURCHASER ELECTS TO CANCEL THE CONTRACT FOR THE PURCHASE OF A UNIT PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL, RETURN RECEIPT REQUESTED. THIS CANCELLATION OF THE PURCHASE CONTRACT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.

B. IF THE PUBLIC OFFERING STATEMENT IS AMENDED AFTER THE PUBLIC OFFERING STATEMENT HAS BEEN RECEIVED BY A PURCHASER OF A UNIT, THE AMENDMENT SHALL BE PROVIDED TO THE PURCHASER PROMPTLY AFTER IT BECOMES EFFECTIVE, AND, IF THE AMENDMENT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS, OR BOTH, OF THE PURCHASER, THEN THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL THE CONTRACT WITHIN SEVEN (7) DAYS AFTER RECEIVING THE AMENDMENT.

C. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ALL CURRENTLY EFFECTIVE AMENDMENTS THERETO) TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE PLANNED COMMUNITY ACT, CONSISTING OF AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF \$2,000, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT; PROVIDED, HOWEVER, THAT A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT (OR IN AN AMENDMENT THERETO) THAT IS NOT WILLFUL SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

D. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN SEVEN (7) DAYS BEFORE SIGNING THE CONTRACT OF SALE, HE CANNOT CANCEL THE CONTRACT, EXCEPT THAT HE SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN SEVEN (7) DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.

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1. INTRODUCTION

This Public Offering Statement, prepared in compliance with Chapter 54 of the Pennsylvania Uniform Planned Community Act ("**Act**"), is divided into two parts; a narrative portion ("**Narrative**") and an exhibit portion ("**Exhibits**").

The Narrative contains descriptions of various aspects of the Community and the PGC, significant features of the documentation by which the Community and the PGC are created and under which they will be governed, warranty and insurance coverage information and additional information of importance and interest to prospective purchasers of Units in the Community.

The Exhibits attached to this Public Offering Statement include the following:

(a) The Plats and Plans (in reduced size), which are a graphical depiction of the real estate comprising the Community together with the Units and Common Elements being created under the Declaration (collectively, the "**Property**") (such depiction being the "**Plats and Plans**");

(b) The Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Declaration**") that the Declarant intends to record;

(c) The Bylaws of The Villas At The Retreat Homeowners Association ("**Association**"), which provide for the governance of the Association ("**Bylaws**");

(d) The Rules and Regulations of The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Rules and Regulations**");

(e) The Projected Operating Budget for the first year of operation of the Association and the Projected Operating Budget of the Master Association for the year 2011;

(f) A pro-forma Deed for an individual Unit;

(g) The proposed form of Agreement of Purchase for the purchase of a Unit in the Community ("**Agreement of Purchase**");

(h) The Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space that the Declarant has recorded, together with any amendments thereto ("**Open Space Declaration**");

(i) The Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community and the First Amendment thereto (together, the "**Master Association Declaration**") that the Declarant has recorded;

(j) The Amended and Restated Bylaws of The Links At Gettysburg Master Association ("**Master Association Bylaws**");

(k) The Declaration of Access Drive and Entrance Sign Easement that the Declarant has recorded, together with any amendments thereto ("**Access Drive and Entrance Sign Easement**");

(l) The Declaration of Propane Facilities Easement and the First and Second Amendments thereto that the Declarant has recorded (together with any additional amendments, the "**Propane Facilities Easement**");

(m) The Emergency Access and Drainage Easement Agreement, which has been recorded;

(n) The Declaration of Access Easements, which has been recorded; and

(o) A pro-forma Declaration of Reciprocal Easements, which is intended to be recorded.

This Narrative is intended to provide only an introduction to the Community and the PGC, and not a complete or detailed discussion. Consequently, the Exhibits should be reviewed in depth, and if there is any inconsistency between information in this Narrative and information in the Exhibits, the Exhibits will govern. **All of the Declarant's and the Builder's sales and other representatives are prohibited from making any oral or written representation changing any of the terms and conditions of this Public Offering Statement or any of the documents attached as Exhibits, or attempting to interpret their legal effect.**

All capitalized terms used in this Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in (i) the Act, (ii) the Declaration and Bylaws of the Community, (iii) the Declaration and Bylaws of the Master Association or (iv) all of the foregoing.

2. THE PLANNED COMMUNITY CONCEPT

A. Units, Common Elements and Limited Common Elements

The term "planned community" refers to a form of residential development. The planned community unit owner ("**Unit Owner**") is the sole owner of fee simple title to his lot and residence (called a "**Unit**"). Because "**Unimproved Units**" (building lots) may be transferred from time to time from the Declarant to the Builder, the term "**Dwelling Unit**" is used in this Public Offering Statement to designate a Unit that has been purchased by, or is under contract of sale to, a third-party home buyer and to distinguish such Units from Units transferred from the Declarant to the Builder.

In addition, the planned community Unit Owner may use and enjoy along with owners of other Units certain common areas and facilities that serve his or other Units ("**Common Elements**"). These Common Elements include all portions of the planned community that are not included within the Units. In the case of the Community, the Common Elements include (but are not limited to) the landscaped or open space areas, streets and walking trails within the Community. The real estate that comprises the

Common Elements will be conveyed to and owned by the Association. All Common Elements within the Community will be operated and maintained by the Association.

A Unit Owner is also entitled to the use of certain portions of the Property either exclusively or in conjunction with some but not all of the other Unit Owners, which are called "**Limited Common Elements**".

B. Allocated Interest and Common Expense Assessments

Appurtenant to each Unit is a factor called an "**Allocated Interest**" which is usually expressed in the form of a percentage or decimal number. This Allocated Interest gives each Unit Owner the right, subject to the terms of the Act, the Declaration and the Bylaws, to use and participate in the control of the Common Elements through membership in the Association in common with the other Unit Owners. The Allocated Interest also imposes upon each Unit Owner the obligation to pay a percentage of the expenses of operating and maintaining the Common Elements equal to his Allocated Interest multiplied by the aggregate amount of these Common Expenses. The amounts of these Common Expenses are determined in annual budgets established by the Executive Board of the Association. In addition to the Common Expense assessment, a monthly assessment for "**Common Infrastructure Expenses**" will be levied against each Unit in the Community and other planned communities or condominiums in this PGC, when and if built (such other planned communities or condominiums, together with the Community, collectively comprise the "**PGC Communities**"), by the Master Association. This Common Infrastructure Expense assessment represents each Unit's share of the cost of operation and maintenance of the Common Infrastructure Elements, which consist primarily of recreational facilities for use of the residents of the PGC.

C. The Association

All Unit Owners in the Community will be members of The Villas At The Retreat Homeowners Association ("**Association**"). The powers, responsibilities and governance of the Association are described in detail in the Declaration and the Bylaws included in the Exhibits portion of this Public Offering Statement. The number of votes allocated to each Unit is set forth in Article II of the Declaration. There are no provisions for cumulative or class voting.

3. THE DECLARANTS

Declarant of the Community is The Links At Gettysburg Realty Company, L.L.C. ("**Realty**"). The Declarant's principal address is 601 Mason-Dixon Road, Gettysburg, Pennsylvania 17325.

The master association declarants are The Links At Gettysburg, L.L.C., a Pennsylvania limited partnership ("**Links**") and Realty (together, the "**Master Association Declarant**"). The Master Association Declarant's principal address is 601 Mason-Dixon Road, Gettysburg, Pennsylvania 17325.

4. THE BUILDER

The initial Builder of the homes (“**Dwellings**”) to be constructed on the Unimproved Units in the Community is Insignia, Inc., a Maryland corporation. Such Builder’s principal address is 11115 Repp Road, Union Bridge, Maryland 21791.

The Links At Gettysburg Land Company (“**Land**”) or another affiliate of the Declarant will be responsible for the construction of infrastructure and other improvements located within the Common Elements of the Community. Land’s principal address is 601 Mason-Dixon Road, Gettysburg, Pennsylvania 17325.

5. GENERAL DESCRIPTION OF THE PLANNED COMMUNITY

A. Description of the Community

The Community will be developed in phases. The first phase will contain fifteen (15) Units, numbered 1 to 3 and 5 to 16, inclusive. If all of the phases are developed, it is anticipated that the Community will ultimately consist of twenty-six (26) Units. However, the Declarant has reserved the right in the Declaration to adjust the number of Units to be constructed in the Community, up to a maximum of sixty (60). The Community is located on a tract of land containing a total of approximately 10.29 acres (the “**Property**”), and is accessible from Mason-Dixon Road, a public road, located in Mount Joy Township, Adams County, Pennsylvania. As described more fully in Section 6 of this Public Offering Statement, the Declarant has reserved the right in the Declaration to add additional tracts of land to the Community, and to construct additional Units thereon.

The Community is located on The Links At Gettysburg Planned Golf Community Property (“**PGC Property**”) as shown on the Plats and Plans. It is presently anticipated that other PGC Communities will be constructed on the PGC Property, as more fully explained in Section 7 of this Public Offering Statement.

B. Description of the Units

Each Unit in the Community will initially consist of an unimproved lot and, if and when constructed, a detached single-family home constructed by the Builder. The homes are the Builder’s “Villas” custom-designed country style homes available in several different models, each of which can be customized with various build-out options and floorplans. One-story models with optional lofts are currently available. Every home will have at least a two-car garage and a basement, and may also have porches, patios and/or decks. Each Unit will have a brick or asphalt-paved driveway and will be professionally landscaped. The homes will front directly on streets within the Community. Some Units will have a view of The Links At Gettysburg, an 18-hole golf course (“**Golf Course**”).

Unit purchasers will have the option of either electric or propane gas heat, and all Units will be served by electric central air conditioning. Ranges and hot water heaters will be electric or gas, depending on the heating option chosen. Units served by propane gas will have the option to have one or more gas fireplaces and a gas dryer connection. Electricity, gas, telephone, cable television (if and when available) and water and sewer charges are expected to be billed directly to each Unit Owner by the utility service provider. Lawn mowing, landscaping of front yards, leaf removal, snow removal and trash collection will be provided by the Association, and the cost of these services will be included in the Unit Owner's monthly Common Expense assessment. Mount Joy Township does not require its residents to recycle at the present time. However, it is anticipated that recyclables will be collected at curbside or at a centralized location in conjunction with regularly scheduled trash pick-up.

Savannah Drive and other private streets connect the Community with Mason-Dixon Road, a public road maintained by the Pennsylvania Department of Transportation ("PennDOT"). The streets of the Community will be constructed by the Declarant substantially as shown on the Plats and Plans. Thereafter, the interior streets will be maintained and repaired by the Association.

C. Utilities

Units in the Community that are served by propane will be supplied from underground propane storage tanks located within easement areas located within the Common Elements. The easement areas will be designated on the Plats and Plans. Each Unit will be served by a service line, and Unit propane usage will be metered at the point of connection to the Dwelling located on the Unit. It is presently anticipated that propane service will be provided by Suburban Energy Services ("**Suburban**"), and that the propane storage tanks, transmission lines and meters will be owned, operated and serviced by Suburban. Propane will be supplied to Unit Owners at a price per gallon that is competitive with the prices offered by other local and regional suppliers, and with the price offered to other Suburban residential customers in Adams County, Pennsylvania. Each Unit Owner will be billed monthly by Suburban.

The Community will be served by a public water and sewer system located within the PGC Property and consisting of wells, water storage, treatment and supply facilities, water and sewer lines, fire hydrants and wastewater pumping and treatment facilities. The Declarant has entered into agreements with Aqua Pennsylvania, Inc. ("**Aqua**") providing for operation of the water supply components of the system ("**Water System**"), and with Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("**SWW**") providing for operation of the wastewater treatment components of the system ("**Wastewater System**"). Aqua and SWW are both affiliates of Aqua America, Inc., a major regional water utility company. Under the provisions of the agreements, Aqua has constructed a water tank or tower and one (1) well. The Declarant will construct the remainder of the Water and Wastewater Systems and convey them upon completion to Aqua and SWW, respectively. The Water and Wastewater Systems will be constructed in phases corresponding with the development of the PGC; following conveyance, the Water and Wastewater Systems will be owned, operated and maintained by Aqua and SWW, respectively. The initial phases of the Water and Wastewater Systems are operational and

have been conveyed to Aqua and SWW, respectively. The water and sewer service lines installed by the Builder to serve the individual Units will be maintained by the Unit Owners in accordance with the Community Documents. Aqua and SWW are public utility companies regulated by the Pennsylvania Public Utility Commission (“PUC”), and the water and sewer rates charged to Unit Owners are subject to PUC regulation. The Water and Wastewater Systems, which are sometimes referred to collectively herein as the “Community Water and Sewer System”, are described in greater detail in Section 20.5 of the Declaration.

Each Unit will be served by an in-ground lawn sprinkler system. It is presently anticipated that water for lawn watering will be drawn from Rock Creek and stored in a detention pond used to provide water to the Golf Course, from which the sprinkler system will be supplied. The Community will be billed for such water by the owner of the Golf Course. Water used in the sprinkler system will be non-potable.

D. Neighborhood Improvement District

Certain public improvements built on the Community's Common Elements will be financed by Mount Joy Township through an Assessment District created under the Pennsylvania Neighborhood Improvement District Act (“**NID Act**”). The NID Act authorizes Mount Joy Township to issue municipal bonds (“**NID Bonds**”) to finance these public improvements. The NID Bonds are secured solely by assessments levied against real property (including the Units) in the Assessment District. The Assessment District, which is known as “The Links At Gettysburg Neighborhood Improvement District”, has been created by ordinance of Mount Joy Township. The Township has also enacted an ordinance, in accordance with the NID Act, that creates a Neighborhood Improvement District Management Association (“**NIDMA**”), known as the “Red Rock Municipal Authority”, to own the public improvements.

The Assessment District's geographic boundaries are presently coincident with the perimeter of the PGC Property, excluding the Golf Course but including the PGC Trails and the Open Space Recreation Area, as defined in Section 5.E hereof. The assessments shall be levied in a manner consistent with the provisions of the NID Act in order to amortize the NID Bonds over their expected 30-year term. The annual assessment shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per Unit. The assessments may be prepaid in whole at any time by payment of a lump sum determined in accordance with the method of apportionment of the assessments approved by Mount Joy Township.

The public improvements may include, but are not limited to, the streets, emergency access driveways, street lighting, landscaping within the Community, and the road connecting the Community with Mason-Dixon Road; and stormwater management facilities, the PGC Trails, the Open Space Recreation Area, a road bridge over Lousy Run, widening of Mason-Dixon Road and 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), all of which are located within the Assessment District (collectively, the “**NIDMA Facilities**”). The proceeds of the municipal bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs incurred in constructing the NIDMA Facilities. In the event that the NID Bonds are not issued or placed, the Declarant will be responsible for construction of the improvements located on the Common Elements

in the Community. Ongoing maintenance and repair of the NIDMA Facilities is expected to be performed by the Association and the Master Association under contract with the Neighborhood Improvement District Management Association ("NIDMA"), and financed through (i) monthly Common Expense assessments levied against each Unit in the Community by the Association, and (ii) monthly Common Infrastructure Expenses levied against each Unit in the Assessment District by the Master Association.

Although the Common Elements upon which some of the NIDMA Facilities may be constructed will be owned by the Association, the NIDMA Facilities themselves will be owned by the NIDMA until the NID Bonds are retired, after which ownership of the NIDMA Facilities shall revert to the Association; except, however, that ownership of the improvements to Mason-Dixon Road shall revert to PennDOT.

A default on the payment of the NID Bonds will not result in an acceleration of the assessments nor an increase in the maximum annual assessments levied on each Unit within the Assessment District. However, the failure of a Unit Owner to timely pay the assessment related to such Unit will result in a municipal lien on such Unit, and a claim to secure the assessments shall be entered in the Office of the Prothonotary of Adams County, Pennsylvania, at the same time and in the same form and collected in the same manner as municipal tax claims are filed and collected, resulting in a potential foreclosure sale of the Unit as with real property tax delinquencies.

E. Community Amenities and Other Recreation Facilities

Unit Owners in the Community and other PGC Communities shall have the use of certain community amenities. These include a swimming pool and a community center with meeting rooms, locker rooms, restrooms, and other facilities (collectively, the "**Community Center**"). The Community Center will be owned, operated and maintained by the Master Association (except for the pool house, which will remain part of the Preserved Open Space, subject to an easement permitting use of the mechanical facilities located on the ground floor of the pool house by the Master Association). In addition to the Community Center, construction of which is complete, Declarant intends to construct two (2) tennis courts on the PGC Property, and may (but is not obligated to) construct other recreational facilities. The Community Center and tennis courts and other facilities are referred to herein as the "**Community Amenities**". Each Initial Third Party Purchaser of a Unit shall be obligated to pay a nonrefundable contribution of Four Thousand Five Hundred Dollars (\$4,500.00) for deposit into to a Community Amenities Membership Fund ("**CAM Fund**"). The CAM Fund shall be used by the Master Association to defray the cost of construction of the Community Amenities. The CAM Fund may also be used to defray the cost of construction of the PGC Trails and Open Space Recreation Area, as defined herein, and other recreational facilities. This contribution to the CAM Fund shall also constitute a mandatory prepayment of annual assessments with respect to the Community Amenities.

Contributions to the CAM Fund shall be deposited in a segregated, interest-bearing bank account established by the Master Association Declarant for this purpose. A contributor to the CAM Fund shall not be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of his Dwelling Unit or otherwise. Upon completion of construction and repayment of the cost to construct the Community

Amenities, the balance remaining in the CAM Fund, if any, may be used by the Declarant to complete construction of the PGC Trails and the OSRA. Any remaining balance thereafter shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities.

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 closing date with respect to the Initial Third Party Purchaser's Unit. Thereafter, Initial Third Party Purchasers will be entitled to use the Community Amenities upon payment of a mandatory annual assessment to be determined by the Master Association. This annual assessment, which shall be a Common Infrastructure Expense, shall be payable in annual installments. It shall be equal to the Unit's share of the annual cost of operation and Maintenance of the Community Amenities, as determined pursuant to the provisions of the Master Association Declaration. Subsequent Unit Purchasers may also use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his non-use of the Community Amenities. The Community Amenities are discussed in detail in Section 20.1 of the Declaration and Section 10.1 of the Master Association Declaration.

The PGC may include a Hotel/Conference Center, as described below. Although the Hotel/Conference Center, when and if built, will have its own swimming and tennis facilities, the Declarant has reserved the right in the Declaration to permit guests of the Hotel/Conference Center and owners of Time Share Units to use the Community Amenities, subject to an obligation on the part of the Hotel/Conference Center owner to reimburse the Master Association for a portion of the Community Amenities' operating and Maintenance costs. The Declarant has further reserved the right to permit Golf Course members to use the Community Amenities, subject to (i) payment at this time of an annual membership fee of Seven Hundred Fifty Dollars (\$750.00), (ii) compliance with the rules and regulations for the Community Amenities established by the Master Association, and (iii) annual review of membership by the Master Association, with the right to terminate any or all such memberships after such review in its sole discretion. The Declarant has also reserved a similar right with respect to members of the public, subject, however, to (i) payment at this time of an annual membership fee of One Thousand Five Hundred Dollars (\$1,500.00), (ii) compliance with the rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) annual review of membership by the Master Association, with the right to terminate any or all such memberships after such review in its sole discretion.

In addition to the Community Amenities, all Unit Owners shall have the right to use, at their own risk, a system of walking trails ("**PGC Trails**") to be constructed by the Declarant and the Hotel/Conference Center owner on the PGC Property. Unit Owners shall also have the right to use a one-acre Open Space Recreation Area ("**OSRA**") to be constructed by the Declarant on the PGC Property that will be improved with playground equipment and picnic facilities, and may also include a basketball court. The PGC Trails and the OSRA form part of the Preserved Open Space that is a feature of the PGC. Construction of the PGC Trails and the OSRA may be financed with (i) proceeds of the NID Bonds issued by Mount Joy Township, (ii) contributions to the CAM Fund, (iii) both, or (iv) otherwise by the Declarant. The Preserved Open Space is discussed more fully below.

The Community adjoins The Links At Gettysburg, an 18-hole golf course with clubhouse, pro shop, restaurant and lounge, and practice driving and putting facilities (the "Golf Course"). The Golf Course also forms part of the Preserved Open Space. Ownership of a Unit in the Community does not entitle the Unit Owner to membership in or use of the Golf Course. However, use of the Golf Course shall be available to all Unit Owners on a club membership or daily fee basis, subject to compliance with the Golf Course rules and regulations applicable to the public at large. Such daily or membership fees are payable to the Golf Course owner and are in addition to, and unrelated to, any assessments payable by Unit Owners in the PGC to the Association or Master Association.

F. Construction Schedule; Miscellaneous

It is presently anticipated that construction of the first phase of the Community, which will contain the initial fifteen (15) Units and certain of the interior streets as depicted on the Plats and Plans, will be substantially completed by December 31, 2013. At the present time, the Builder intends, but is under no obligation, to construct approximately eight (8) Units per year.

All Units in the Community are restricted to residential use. Any ancillary uses are subject to Mount Joy Township zoning regulations and the applicable provisions of the Declaration.

The Declarant reserves the right to use any unconveyed Units as models or as sales offices.

The Declarant reserves the right to rent or market Units in the Community to investors. However, the Declarant does not presently intend to market Units in the Community to investors.

The Declarant has secured commercial mortgage financing for the construction of the Community and has bonded the work required by the municipality to be bonded. All improvements within the Community that are marked "Must Be Built" on the Plats and Plans, as amended from time to time, shall be constructed by Declarant in accordance with the provisions of the Declaration and the Act. The construction of any such Common Facilities improvements shall be completed by the later of the date of the conveyance or lease by the Declarant of the last Unit the Declarant reserves the right to include in the Community, or upon the expiration of the Development Period (as defined in the Declaration).

Final subdivision and land development plan approval for Phase 1 of The Villas At The Retreat At The Links At Gettysburg has been obtained from Mount Joy Township, and Declarant shall obtain the necessary municipal approvals for subsequent phases as development of the Community proceeds. In addition, all permits, such as highway occupancy permits, as are necessary, have been or shall be obtained at the Declarant's expense. The Declarant or the Builder, as applicable, will also obtain building permits from the municipality for home construction, and occupancy permits if required by municipal ordinances, upon the completion of construction of Units.

6. FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE, WITHDRAWABLE AND ADDITIONAL REAL ESTATE

The Declarant anticipates that upon completion of all phases of construction, the Community will consist of twenty-six (26) Units. However, pursuant to the terms of the Declaration, the Community will initially consist of a total of fifteen (15) Units designated as Units 1 through 3 and 5 through 16 of the Community, as shown on the Plats and Plans. The Declarant has reserved the right under the Declaration to increase the number the Units in the Community by the addition of Additional Real Estate, as described herein.

Certain portions of the Property shown on the Plats and Plans are designated as Convertible Real Estate. The Declarant has the right under the Declaration to create Units and Limited Common Elements in the Convertible Real Estate. Until the creation of Units and/or Limited Common Elements, the Convertible Real Estate is a part of the Common Elements of the Community, but real estate taxes and costs associated with maintaining such Convertible Real Estate shall be the responsibility of the Declarant until the conversion occurs or the period of time within which it can occur expires, whichever is earlier. The Declarant has the option to create Units and Limited Common Elements in the Convertible Real Estate for a period of seven (7) years from the date of recording of the Declaration.

The Declaration describes the procedure that the Declarant must follow to create Units or Limited Common Elements in the Convertible Real Estate. This description sets forth the effect such events have on the Allocated Interest in the Common Elements, Common Expenses and votes associated with Units already included in the Community. The Allocated Interest, being based upon the then-current number of Units in the Community, including Unimproved Units owned by the Builder, will be adjusted to reflect the additional Units created in the Community. Therefore, as Units are created in the Convertible Real Estate, the Allocated Interest of pre-existing Units will be reduced.

The Units and Limited Common Elements which the Declarant may create within the Convertible Real Estate will be architecturally compatible with the existing improvements within the Community.

Certain sections of the Property shown on the Plats and Plans are designated as Withdrawable Real Estate. The Declarant has the right under the Declaration to withdraw those portions identified as Withdrawable Real Estate from the Community. The Declarant has that option for a period of seven (7) years from the first recording of the Declaration; however, withdrawing some portions of the real estate may require subdivision approval by Mount Joy Township. The withdrawal of any Withdrawable Real Estate will have no effect on pre-existing Units with respect to their Allocated Interest in the Common Elements, or their share of Common Expenses and votes assigned to those pre-existing Units unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal.

Certain portions of the PGC Property are identified on the Plats and Plans as Additional Real Estate. The Declarant has reserved the right under Article XXIII of the

Declaration to add Additional Real Estate to the Community and to create Units and Limited Common Elements there. The Declarant has reserved this right for a period of seven (7) years from the date of recording of the Declaration. If Additional Real Estate is added to the Community, it may be added in the form of Convertible and Withdrawable Real Estate, and the provisions of Articles XXI and XXII of the Declaration regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply. When new Units are created by conversion of Convertible Real Estate, the Allocated Interest assignable to each Unit will be adjusted in accordance with the formula set forth in the Declaration. The Units created in the Additional Real Estate shall be architecturally compatible with the buildings on other portions of the Property. The maximum number of Units that may be created in the Additional Real Estate shall not exceed the number permitted by applicable municipal requirements. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

7. THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

A. Description of the PGC

The Community will comprise part of a larger planned golf community located on the PGC Property and known as The Links At Gettysburg Planned Golf Community. The PGC will be developed in accordance with the Mount Joy Township Planned Golf Community Ordinance ("**PGC Ordinance**"). The Declarant, or an affiliate, presently intends to construct other planned communities and/or condominiums (the "PGC Communities") within the PGC. These other PGC Communities may include traditional single-family detached homes, courtyard cluster homes, apartment-style condominium buildings or townhouses. If built, the homes in the other PGC Communities would be restricted primarily to residential use and would be architecturally compatible with the Community. It is presently anticipated that if all residential sections of the PGC, as presently constituted, are developed, the PGC will contain a total of approximately four hundred thirty (430) Units. However, the Master Association Declarant has reserved the right under the Master Association Declaration to expand or contract the PGC in accordance with the provisions thereof.

The Master Association Declarant has reserved the right to expand the boundaries of the PGC to include land located outside Mount Joy Township. PGC Communities located outside Mount Joy Township will not be subject to the PGC Ordinance and may not be part of the Assessment District. However, Units located in those PGC Communities will be part of the PGC in all other material respects, including membership in the Master Association.

The Declarant or an affiliate shall have the right, but shall have no obligation, to construct a bed and breakfast facility, a hotel/motel and/or Hotel/ Conference Center on portions of the PGC Property. The PGC Ordinance currently limits a bed and breakfast to a maximum of twelve (12) transient rental Units, and a hotel/motel or Hotel/Conference Center may contain not more than three hundred (300) lodging rooms. Any such facilities may be located proximate to the Community, but would not be included within the Community.

Any Hotel/Conference Center may also contain dwelling units that are marketed on a time share basis ("**Time Share Units**").

B. The Master Association

The PGC Ordinance requires creation of a master association for the PGC. The Master Association Declarant has created the master association for the PGC, which has been named "The Links At Gettysburg Master Association" ("**Master Association**"). The Master Association is a Pennsylvania nonprofit corporation. In addition to ownership, operation and maintenance of the Community Center and other Community Amenities, as described herein, the Master Association will be responsible for maintenance and/or the cost of maintenance of the PGC Trails, the OSRA, and the entrance signs shared by the Community, other PGC Communities, and the Golf Course and/or Hotel/Conference Center (collectively, "**Common Infrastructure Elements**"). The Master Association will also be responsible for assessment of the costs associated with the Common Infrastructure Elements, including operation, maintenance and insurance ("**Common Infrastructure Expenses**"), against all Units in the PGC Communities, including the Community. A portion of the Common Infrastructure Expenses will be borne by the Golf Course Owner and by the owner of the Hotel/Conference Center, when and if the Hotel/Conference Center is built. The Master Association may also levy assessments for creation of reserves for future maintenance, repair and replacement of Common Infrastructure Elements, and may accept any other powers delegated to it by the Association or any other Property Owners Association in the PGC. All Unit Owners in the Community, and other PGC Communities, will be members of the Master Association. The powers, responsibilities and governance of the Master Association are described in detail in the Master Association Declaration and the Master Association Bylaws included in the Exhibits portion of this Public Offering Statement.

8. SUMMARY OF PRINCIPAL PLANNED COMMUNITY AND PGC DOCUMENTS AND CERTAIN CONTRACTS

A number of documents will create and govern the operation of the Community. These documents include the Declaration, the Bylaws and the Rules and Regulations, which, together with the Plats and Plans, are collectively termed the "**Community Documents**". In addition, various contracts and agreements affect portions of the Community or its day-to-day operations. The Master Association Declaration and the Master Association Bylaws will create and govern the operation of the Master Association and vest it with its initial powers and responsibilities. The following is a summary of the principal relevant documents:

A. Declaration

The Community is created by the Declarant's recording of the Declaration. A copy of the Declaration that the Declarant intends to record is attached hereto.

Article I of the Declaration describes the Property, easements and appurtenances to be submitted to the terms and provisions of the Act, describes the respective undertakings

of the Declarant and the Builder, and names the planned community. Article I also provides a glossary of certain terms used in the Community Documents.

Articles II and III of the Declaration describe the boundaries of the Units, the Common Elements and the Limited Common Elements in the Community. Unit boundaries (the "**Unit title lines**") are coterminous with the lot lines shown on the Plats and Plans. The significance of the Unit title lines is that all portions of the Unit contained within these lines are owned by the Unit Owner, and the Unit Owner has sole responsibility for the care, maintenance and replacement and insurance of these areas, unless the Community Documents expressly provide to the contrary.

Article II also refers to the Plats and Plans, which describe the boundary lines of the Property and the Unit title lines of Units, as well as the location of Common Elements. The Plats and Plans also show the Convertible and Withdrawable Real Estate, and show, or describe by recording references, the Additional Real Estate.

Certain portions of the Property may be designated as Limited Common Elements in the Declaration and the Plats and Plans. Limited Common Elements consist of portions of the Property which serve one or more but fewer than all of the Units in the Community. Limited Common Elements are generally maintained by the Association, and the cost of such maintenance is allocated to the Unit Owners as a Common Expense, unless the Community Documents expressly provide to the contrary. Article III of the Declaration describes the Limited Common Elements in the Community.

All portions of the Property not contained within a Unit and not designated as Limited Common Elements are deemed to be Common Elements. Common Elements are maintained by the Association on behalf of all Unit Owners, and the cost of this maintenance is allocated to the individual Units in accordance with their Allocated Interests. The formula by which the Allocated Interests are established is set forth in Section 2.1 of the Declaration. Article IV of the Declaration describes the Common Elements in the Community.

Article V describes the Controlled Facilities within the Community, which include portions of Units that are maintained, improved, replaced, regulated, managed, insured or controlled by the Association.

Article VI of the Declaration describes the types of improvements and alterations that a Unit Owner may make to a Unit and sets forth the circumstances under which the prior permission of the Executive Board is required.

Article VII of the Declaration delineates the responsibility for maintaining the Units, Common Elements and Limited Common Elements, as between the Unit Owners and the Association.

Article VIII of the Declaration lists various easements to which the Community or certain portions of the Community are subject. Subsection 8.1.1 reserves to the Declarant the right to maintain models, signs and management offices on the Property. Additional easements are reserved to the Association to operate and maintain certain portions of the Units, Common Elements and Limited Common Elements. Certain rights are reserved to

Unit Owners in portions of the Community other than the Owner's Unit. Subsection 8.1.11 describes the right of Unit Owners, granted by the Declarant in the Open Space Declaration, to use the PGC Trails and the OSRA. Subsection 8.1.7 grants to the Association the right to enter upon the exterior of any Unit for purposes of lawn mowing, landscaping and snow removal on that Unit or the adjacent Common Elements and Limited Common Elements, and for any other purpose necessary for the Association to carry out its powers and responsibilities. Subsection 8.1.13 requires the Association to grant easement rights to the NIDMA to allow the NIDMA to own the NIDMA Facilities located on the Common Elements.

Articles IX and X of the Declaration impose various restrictions on the use of the Units and various other portions of the Community. The Units in the Community are restricted principally to residential use. Subject to certain exceptions, any lease of a Unit must be in writing and for an initial term of not less than one (1) year. (For more information regarding these restrictions, see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units".)

In addition to those provisions contained within the Declaration dealing with the use of individual Units, additional Rules and Regulations (consistent with the Declaration) may be promulgated by the Executive Board of the Association. The initial Rules and Regulations are included in the Exhibits portion of this Public Offering Statement.

Article XI of the Declaration deals with the liability of Unit Owners to pay Common Expense Assessments allocated to their individual Units and provides for the procedures to be followed to fix assessments and to collect assessments in the event that a Unit Owner fails to pay them.

Article XII of the Declaration provides for the transition from a Declarant-appointed and controlled Executive Board to an Executive Board controlled by Unit Owners other than the Declarant. The period of Declarant Control of the Association shall end on the earlier of (i) sixty (60) days following the date on which seventy-five percent (75%) of the Units that may be created in the Community have been sold to Unit Owners other than the Declarant, (ii) seven (7) years after the date of the recording of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (iii) on certain other dates set forth in Section 12.1 of the Declaration. Article XII also reserves to the Declarant certain Special Declarant Rights to continue to develop the Property, and the right to assign those development rights to a successor Declarant.

Article XIII of the Declaration provides for limitations on the liability of members of the Executive Board and officers of the Association and provides for the indemnification of such members and officers against all expenses and liabilities which they may incur in the performance of their duties, absent their willful misconduct or gross negligence. Other sections of Article XIII provide for the defense of claims against the Association.

Article XIV of the Declaration requires the Association and Unit Owners, respectively, to maintain various types of insurance in connection with the Community. (See the portion of the Narrative entitled "Planned Community Insurance".)

Article XV of the Declaration provides that the Unit Owners and the Association shall rebuild and repair any portion of the Property that is damaged or destroyed by fire or other casualty. Responsibility for repair and rebuilding is allocated to Unit Owners and the Association in accordance with the requirements of the Act and the provisions of the Declaration.

Article XVI of the Declaration provides the procedures by which the Declaration may be amended.

Article XVII of the Declaration sets forth the procedure by which the Bylaws may be amended.

Article XVIII of the Declaration provides for fundamental due process procedures that must be followed by the Association prior to taking certain actions. For example, Article XVIII requires that a Notice and Hearing be provided to a Unit Owner before certain punitive actions are taken against that Unit Owner.

Article XIX of the Declaration sets forth the powers that the Association has pursuant to the Act and the Declaration. The provisions of Article XIX contain the Declarant's reservation of the option to delegate powers of the Association to a Master Association and the option to merge the Community with one or more other planned communities.

Article XX describes the Community Amenities, the Golf Course, the Hotel/Conference Center that may be constructed on a portion of the PGC Property, the Neighborhood Improvement District and the Community Water and Sewer System.

Article XXI and Article XXII of the Declaration set forth the provisions relating to the flexible nature of the Community. The provisions contain the Declarant's reservation of the option to create Units and Limited Common Elements in the Convertible Real Estate or to withdraw portions of the Withdrawable Real Estate from the Community. These Articles also describe the effect of the Declarant's exercise of its options on the Allocated Interest assignable to each Unit, as well as the procedures by which the options are exercised. Any buildings that are constructed within the Convertible Real Estate shall be architecturally compatible with the buildings on other portions of the Property. No other assurances are made as to any other improvements that may be made in the Convertible Real Estate, and no assurances are made as to any portion of the Withdrawable Real Estate withdrawn pursuant to Article XXII.

Article XXIII of the Declaration sets forth certain provisions relating to expansion of the Community beyond the boundaries shown on the Plats and Plans. The provisions contain the Declarant's reservation of the option to add Additional Real Estate to the Property. Additional Real Estate will be added in the form of Convertible and Withdrawable Real Estate, and the provisions of Articles XXI and XXII regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, apply to the Additional Real Estate once it is added to the Property. This Article also describes the effect of the Declarant's exercise of its option on the Allocated Interest assignable to each Unit, as well as the procedures by which the option is exercised. Any buildings that are constructed within the Additional Real Estate shall be architecturally

compatible with the buildings on other portions of the Property. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

Article XXIV of the Declaration describes the procedure for terminating the Community.

B. Bylaws

The Bylaws are the rules for governance of the Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Association.

Article II of the Bylaws sets forth the membership rights of all Unit Owners in the Association and sets forth the time, location, purpose and order of business to be conducted at meetings of the Association. Article II also sets forth the required notice, quorum and voting rights of the Unit Owners as members of the Association and the procedures to be followed in conducting meetings of the Association. The Bylaws require the Association to conduct meetings at least annually. At such meetings various members of the Executive Board will be elected, and the members present will conduct such other business as may be required by law or by the Community Documents.

Article III of the Bylaws contains provisions concerning the Executive Board of the Association. The sections in this Article describe the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Board and removal of members, and include provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board serving on behalf of the Association. Among the various powers of the Executive Board is the discretionary power to enter into a contract for professional management of the Community.

Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.4 establishes requirements and limitations for the terms of any management contracts entered into by the Association.

Article IV of the Bylaws contains provisions governing the election of officers of the Association by the Executive Board and the duties of such officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws allocates the responsibility for maintaining, repairing and replacing Common Elements, Limited Common Elements and Units between the Association and Unit Owners.

Article VI of the Bylaws provides the remedies that shall be available to the Association and the measures it may take with respect to a Unit Owner who has failed to

comply with the Community Documents or the Act and provides that the Executive Board shall resolve any disputes or disagreements between Unit Owners relating to the Property.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Association, the rights of Unit Owners and the holders of mortgagees to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions with respect to the Community.

C. Rules and Regulations

The Association has adopted Rules and Regulations for the Community, which may be amended from time to time by resolution of the Executive Board. The Rules and Regulations contain restrictions on the use of Units and Common Elements (see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units") and regulations with respect to pets, storage, parking, entry by the Association upon the exterior of Units, payment of Common Expense assessments, and other aspects of the Community.

D. Agreement of Purchase

Sections 1.2 and 1.3 of the Declaration describe the respective obligations of the Declarant and the Builder with respect to development of the Units. Pursuant to an agreement between the Declarant and the Builder, Units will be offered for sale to third party purchasers under an Agreement of Purchase with the Builder. As an accommodation to the Builder, a copy of the Agreement of Purchase that may be executed by the Builder and Dwelling Unit Purchasers is attached as an Exhibit hereto. The Agreement of Purchase sets forth the various rights, duties and obligations of the Dwelling Unit Purchaser and the Builder with reference to the individual Unit to be purchased. The Builder reserves the right to modify the Agreement of Purchase from time to time.

E. Management Agreement

The Association does not presently intend to enter into a management agreement with a property management firm. Initially, principals or employees of the Declarant will be responsible for performing and/or overseeing the day-to-day operations of the Community pursuant to the instructions of the Executive Board at no charge to the Association. The Association presently intends to enter into an agreement with Dennis Bowman, t/d/b/a Red Stone Financial Services, to provide accounting and related financial services for a fee of approximately Ten Dollars (\$10.00) per month per Unit. The Master Association has entered into a similar arrangement with Red Stone Financial Services at a mutually acceptable negotiated rate. Both the Association and the Master Association have the right to terminate these arrangements without cause by giving not less than thirty (30) days' notice.

F. Emergency Access and Drainage Easement

The Golf Course Owner has granted easements across portions of the Golf Course to benefit the Community for the purposes of emergency access and storm water drainage pursuant to a recorded Emergency Access and Drainage Easement. A copy of this recorded agreement is included in the Exhibits portion of this Public Offering Statement.

G. Declaration of Access Easements

A recorded Declaration of Access Easements creates certain access easements across those portions of Savannah Drive located within Garrison Falls At The Links At Gettysburg, A Planned Community, to benefit owners and occupants within the PGC, including owners and occupants of the Community for the purpose of access to and from Mason-Dixon Road.

H. Open Space Declaration

A copy of the Open Space Declaration, together with any amendments thereto, is attached as an Exhibit hereto. The Open Space Declaration provides that a portion of the real estate comprising the PGC Property, as described in the Open Space Declaration, shall be permanently preserved and maintained as Preserved Open Space. The Preserved Open Space includes the Golf Course, the PGC Trails, and the Open Space Recreation Area, as well as woods, fields, streams and other undeveloped areas. The Open Space Declaration grants to each Unit Owner and occupant the right to use the PGC Trails and the OSRA, and also provides for the maintenance of these facilities.

I. Master Association Declaration

The Master Association Declarant has recorded the Master Association Declaration in the Office of the Recorder of Deeds for Adams County, Pennsylvania. The Master Association Declaration is attached as an Exhibit to this Public Offering Statement.

Article I of the Master Association Declaration creates the Master Association and provides a glossary of certain terms used therein.

Article II of the Master Association Declaration sets forth the membership in the Master Association and allocates votes to the Voting Members.

Article III of the Master Association Declaration contains provisions concerning the Executive Board of the Master Association. This Article describes the appointment of the initial Executive Board, the replacement of certain appointed members of the Executive Board with elected members, and the number, term and voting rights of members of the Executive Board.

Article IV of the Master Association Declaration describes the powers and responsibilities of the Master Association. These include an initial vesting of responsibility for maintaining and/or payment of the cost of maintaining the Common Infrastructure Elements, ownership and maintenance of the Community Amenities, and establishment of reserves for future maintenance.

Article V of the Master Association Declaration defines Common Infrastructure Expenses and establishes a method of apportioning those expenses among Members of the Master Association. It also addresses the liability of Unit Owners to pay Common Infrastructure Expense assessments and provides for the procedures to be followed to collect assessments in the event that a Unit Owner fails to pay them.

Article VI of the Master Association Declaration lists various easements to which the Common Infrastructure Elements owned by the Master Association and certain other portions of the PGC are subject. Subsection 6.1.5 requires the Master Association to grant easement rights to the NIDMA to allow the NIDMA to own the NIDMA Facilities located on, or comprising part of, the Common Infrastructure Elements. Subsection 6.1.9 creates an easement for errant golf balls over portions of the PGC adjoining the Preserved Open Space.

Article VII of the Master Association Declaration provides for limitations on the liability of members of the Executive Board and officers of the Master Association and provides for the indemnification of such members and officers against all expenses and liabilities that they may incur in the performance of their duties, absent their willful misconduct or gross negligence.

Article VIII of the Master Association Declaration requires the Master Association to maintain various types of insurance in connection with the Common Infrastructure Elements.

Article IX of the Master Association Declaration provides that the Master Association shall rebuild and repair any Common Infrastructure Element for which casualty insurance is required to be maintained by the Act or the Condominium Act that is damaged or destroyed by fire or other casualty.

Article X of the Master Association Declaration describes the Community Amenities and the Neighborhood Improvement District.

Article XI provides that the Master Association Declaration is subordinate to the Open Space Declaration.

Article XII provides for the expansion of the PGC to include new PGC Communities.

Article XIII provides for the amendment of the Master Association Declaration and the Master Association Bylaws.

Article XIV of the Master Association Declaration provides for fundamental due process procedures that must be followed by the Master Association prior to taking certain actions.

J. Master Association Bylaws

The Master Association Bylaws are the rules for governance of the Master Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Master Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Master Association.

Article II of the Bylaws sets forth the membership in the Master Association and the membership rights of all Members, as well as the time, location, purpose and order of business to be conducted at meetings of the Master Association. Article II also sets forth the required notice, quorum and voting rights of the Members and the procedures to be followed in conducting meetings of the Master Association. The Bylaws require the Master Association to conduct meetings at least annually. At such meetings the members present will conduct such business as may be required by law or by the Master Association Declaration. Section 2.11 describes the appointment of the initial members of the Executive Board and the process by which such appointees are replaced by elected members representing the PGC Communities.

Article III of the Bylaws contains provisions concerning the Executive Board of the Master Association. This Article describes the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Executive Board by election and appointment, the removal of members, and includes provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board. Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.5 establishes the allocation of votes among voting members of the Executive Board.

Article IV of the Bylaws contains provisions governing the election of officers of the Master Association by the Executive Board and the duties of such officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws describes the responsibility of the Master Association for maintaining the Common Infrastructure Elements.

Article VI of the Bylaws provides the remedies that shall be available to the Master Association and the measures it may take with respect to a Member who has failed to comply with the Community Documents or the Act and provides that the Executive Board shall resolve any disputes or disagreements between Members relating to the PGC.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Master Association, and the rights of Members and the holders of mortgagees to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions.

K. Access Drive and Entrance Sign Easement

Links declared and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, a perpetual easement for the benefit of the Unit Owners and occupants that grants to them the right to use Clubhouse Drive for access to the Community Center and the right to use the entrance sign at the intersection of Clubhouse Drive and Mason-Dixon Road.

L. Propane Facilities Easement

Links and Realty have reserved unto themselves by declaration recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, a perpetual easement for the purpose of installing, operating, repairing and replacing the propane storage tanks, transmission lines and related facilities (collectively, "**Propane Facilities**"), as well as temporary construction easements for the initial construction and subsequent maintenance, repair, replacement and relocation of the Propane Facilities. Links and Realty have also reserved the right to assign the rights reserved under the Propane Facilities Easement to one or more providers of propane gas service ("**Gas Providers**"). A copy of the Propane Facilities Easement is attached as an Exhibit to this Public Offering Statement.

M. Declaration of Reciprocal Easements

It is expected that the Community will be subject to that certain Declaration of Reciprocal Easements intended to be recorded in the Office of the Recorder of Deeds for Adams County, pursuant to which the Community and The Retreat At The Links At Gettysburg, A Condominium, will both be burdened and benefitted from cross easements for, inter alia, access through the Community and the Condominium to and from public streets, construction of new utilities and tie-in to existing utilities. All such easements shall be used in accordance with the provisions of the said agreement and subject to the conditions set forth therein.

N. Miscellaneous Contracts Affecting the Planned Community

In addition to ordinary service contracts, the following contracts or agreements currently in effect or expected to be made will affect the Community:

(i) Community Water and Sewer System. The Declarant or an affiliate has entered into contracts with Aqua America, Inc ("**Aqua**") and Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("**SWW**") to own, operate and maintain the Community Water and Sewer System. It is presently expected that Unit Owners will be billed, and service calls will be provided, directly by Aqua and SWW, though this is subject to change in accordance with the

requirements of Aqua and SWW, respectively. The Community Water and Sewer System is discussed more fully in Section 5.C of this Public Offering Statement and the Declaration.

(ii) Neighborhood Improvement District ("Assessment District"). It is presently anticipated that the NIDMA, which is discussed more fully in Section 5.D of this Public Offering Statement, will enter into an easement agreement with the Association and the Declarant that will enable the NIDMA to own the NIDMA Facilities located within the Common Elements. In addition, it is expected that the NIDMA will enter into a maintenance agreement with the Association under which the Association will assume responsibility for the operation, maintenance, repair and replacement of the NIDMA Facilities located within the Common Elements and bill Unit Owners for the cost of such maintenance through monthly Common Expense assessments. It is expected that the NIDMA will execute similar agreements with the Association, other PGC homeowners' associations, and the Master Association, as the phased development of the Community and the PGC progresses.

(iii) Propane Supply. In the Propane Facilities Easement described in Section 8.L hereof, Links and Realty have reserved unto themselves easement rights to allow for the installation of underground propane storage tanks and ancillary facilities on the Common Elements, and gas transmission lines on the Common Elements and Units. The Declarant will further enter into an agreement with one or more Gas Providers (presently expected to be Suburban Energy Services), who will construct, own, maintain, repair and replace the propane supply system, fill the storage tanks as required, take meter readings and bill Unit Owners for actual propane usage. The Declarant will be paid the difference between the retail price per gallon charged to Unit Owners and the regional wholesale price per gallon as consideration for the assignment to the Gas Provider of the easement rights reserved in the Propane Facilities Easement.

The Act provides that certain contracts that affect the Community shall be terminable by the Association at any time after the Executive Board elected entirely by the Unit Owners pursuant to Article XII of the Declaration takes office upon at least ninety (90) days' prior notice to the other party.

9. PLANNED COMMUNITY HOMEOWNERS ASSOCIATION AND MASTER ASSOCIATION FINANCIAL MATTERS

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association and Common Infrastructure Assessments payable to the Master Association as described herein.

The Association is newly formed and does not have a current balance sheet or income statement. However, a projected budget for the Association, prepared by Red Stone Financial Services, for the first year of operation of the Community after the date of the first conveyance of a Unit improved with a Dwelling to a Unit Purchaser, is included in the Exhibits portion of this Public Offering Statement ("Community Budget"). It is projected

on the basis of the sale and settlement of eight (8) Units during that first year. A second budget for all twenty-six (26) Units is also provided.

The Community Budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. The amount of the initial payment into the reserves for the initial year of operation of the Association, as reflected in the Community Budget, is projected to be Two Thousand Seven Hundred Dollars (\$2,700.00).

Similar projected budgets for the Master Association are also included in the Exhibits portions of this Public Offering Statement (each, a "Master Association Budget"). The first Master Association Budget, prepared by Red Stone Financial Services, is based upon the sale and settlement of a total of one hundred nine (109) Units in the PGC in 2011. The second budget, also prepared by Red Stone Financial Services, is based upon the total number of residential Units projected to be constructed in all PGC Communities within the PGC, as it is presently expected to be constituted (430 Units). The Master Association Budget also contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. The amount of the payment into reserves as reflected in the budget for one hundred nine (109) Units is projected to be Twelve Thousand Dollars (\$12,000.00). The amount of the payment into reserves as reflected in the Master Association Budget for four hundred thirty (430) Units is projected to be Twenty-Five Thousand Dollars (\$25,000.00).

Certain services not reflected in the Community Budget that the Declarant currently provides or expenses that it currently pays which Declarant expects may become at any subsequent time a Common Expense of the Association include: trash pickup and costs involved in providing landscaping sprinkler service (primarily electric and water consumption costs).

At present, the Declarant pays the cost of Maintenance of Clubhouse Drive; however, the Master Association Declaration permits the Declarant to transfer responsibility for Maintenance of Clubhouse Drive to the Master Association, at which time the cost of such Maintenance will become a Common Infrastructure Expense shared by the Community, other PGC Communities and the Golf Course, as provided in the Master Association Declaration. This Common Infrastructure Expense is not reflected in the projected operating budget of the Master Association attached as an Exhibit hereto. There are no other expenses that the Declarant currently pays that are expected to become Common Infrastructure Expenses of the Master Association at a future date.

The initial capitalization of the Association and the Master Association will be provided by non-refundable payments made by each purchaser of a Dwelling Unit at the time of settlement. These payments will be in an aggregate amount equal to Three Hundred Dollars (\$300.00) per Dwelling Unit. Two Hundred Twenty-Five Dollars (\$225.00) will be paid to the Association and Seventy-Five Dollars (\$75.00) will be paid to the Master Association in order to provide them with working capital and otherwise to meet their financial needs. No purchaser is entitled to a refund of these payments at any time or under any circumstances, and they are not a prepayment of monthly Common Expense and Common Infrastructure Expense assessments to be credited to the Unit Owner's monthly assessment obligation.

At the settlement for each Unit purchased, the Purchaser will be required to pay additional normal and customary settlement costs.

10. ENCUMBRANCES UPON TITLE

The Community is subject to the terms of the Declaration, as recorded, and the conditions shown on the Plats and Plans recorded as an exhibit to the Declaration, the Bylaws, and the Rules and Regulations, as each of these may be amended as well as the Emergency Access and Drainage Easement and the Declaration of Access Easements. In addition, it is expected that the Community will be subject to the Declaration of Reciprocal Easements described in Paragraph 8.M hereof. The PGC, including the Community, is subject to the Master Association Declaration, Access Drive and Entrance Sign Easement, Propane Facilities Easement, Open Space Declaration, each as recorded and as each of these may be amended from time to time; and to the Master Association Bylaws.

The Act grants certain statutory easements that affect the Community including:

(a) An easement provided in Section 5216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(b) The rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Community and, as provided in the Declaration, maintain sales offices, management offices and models in the Community.

(c) An easement granted to the Declarant under Section 5218 of the Act over and through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising Special Declarant Rights (such as those options retained in connection with Convertible Real Estate).

Section 1.5 of the Declaration refers to various recorded easements, encumbrances, restrictions and agreements affecting the Community and the PGC. These include all utility and other easements shown on the Plats and Plans.

Article VIII of the Declaration provides additional easements affecting both the Units and Common Elements for utilities, pipes and conduits and easements for ingress, egress and regress. Section 8.1.1 describes the easements the Declarant reserves for marketing purposes. Section 8.1.13 obligates the Association to grant an easement to a NIDMA as required by the NIDMA for ownership of NIDMA Facilities located on the Common Elements.

Article VI of the Master Association Declaration provides additional easements affecting Common Infrastructure Elements owned by the Master Association for utilities, pipes and conduits and easements for ingress, egress and regress. Section 6.1.5 obligates the Master Association to grant an easement to a NIDMA as required by the NIDMA for

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

The Property is presently encumbered by a mortgage given by Links to ACNB. This mortgage lien and any other encumbrances placed on the Community by the Declarant will be released in connection with the sale of each Unit upon or prior to the recording of a Deed for such Unit.

In addition to the foregoing, title to the Community is subject to unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments that an accurate and complete survey would disclose.

11. FINANCING FOR PURCHASERS OF UNITS

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

12. WARRANTIES PROVIDED BY THE DECLARANT AND THE BUILDER

Pursuant to Section 1.3 of the Declaration, the Builder shall provide in the Agreement of Purchase for a Unit a warranty which is at least as coextensive as the terms of the warranty set forth in Section 5411 of the Act insofar as those provisions relate to structural defects in the Units. The Builder warrants each of the Units against structural defects for two (2) years from the date it is conveyed to a bona fide purchaser. Pursuant to Section 5411 of the Act, the Declarant warrants all Common Elements and all improvements constructed on the Units by the Declarant for two (2) years from the date of completion of those Common Elements or improvements. There are no other warranties, express or implied, on any of the structures, fixtures or appliances in the Units or Common Elements being provided by Declarant, except as may be provided by manufacturers or specifically provided by the Declarant in an agreement of purchase for a Unit.

Except for warranties provided pursuant to the Act, **DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND/OR THE UNIT AND/OR IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** By accepting a Deed to a Unit, a Unit purchaser acknowledges and accepts such disclaimer and agrees to waive any and all rights such purchaser may have by virtue of any of such representations and warranties.

13. LITIGATION INVOLVING THE ASSOCIATION, THE MASTER ASSOCIATION, THE PLANNED COMMUNITY, OR THE PGC

As of the effective date of this Public Offering Statement there are no judgments against the Association or the Master Association, nor is either entity a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation that would have any material effect on the Community or the PGC.

14. ESCROW DEPOSITS UNDER AGREEMENTS OF PURCHASE

Any deposit made in connection with the purchase of a Dwelling Unit will be held in an escrow account by the Builder's agent and will be returned to the purchaser if the purchaser cancels his contract within the seven (7) day time period provided by Section 5406 of the Act.

15. RESTRICTIONS ON TRANSFERABILITY OR USE OF UNITS IN THE COMMUNITY

A. Restrictions on Resale and Leasing

There are no restrictions imposed by the Declaration upon the resale of a Unit in the Community by its owner and no right of first refusal with respect to such a resale. However, Section 5407 of the Act sets forth certain disclosure requirements that must be met by the Owner selling his Unit and by the Association.

Article X of the Declaration provides certain requirements that must be met for leasing of Units in the Community. These limitations include the following:

(a) No Unit may be leased for an initial term of less than one (1) year, subject to certain exceptions;

(b) All leases must be in writing and are subject to the requirements of the Community Documents and the Association;

(c) A Unit Owner shall deliver a copy of the Declaration, the Association Bylaws and Rules and Regulations to the tenant at the time the lease is executed, and the tenant shall sign a receipt for the Declaration, the Association Bylaws and Rules and Regulations. Copies of any amendment(s) to the Declaration, the Association Bylaws or Rules and Regulations shall be delivered by the Unit Owner to the tenant if such amendment(s) affect the tenant's occupancy of the Unit.

(d) A copy of any such lease (or, at the Executive Board's discretion, a memorandum containing certain information about the lease) must be furnished to the Executive Board within ten (10) days after execution.

(e) No more than two (2) persons unrelated by blood or marriage shall occupy a leased Unit without the prior written consent of the Executive Board.

The foregoing lease restrictions are not applicable to the Declarant or the Builder, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

B. Restrictions on Use of Units

In addition to the restrictions upon the use of Units in the Community discussed earlier in this Narrative (under the heading "General Description of the Project"), the Community Documents impose the following restrictions on use:

(a) All Units in the Community, except for any Units used by the Declarant or the Builder as a model or sales office, are restricted to residential use, and Units are to be maintained in a good state of repair and cleanliness.

(b) All laws and governmental requirements and the Rules and Regulations must be complied with by Unit Owners.

(c) Unit Owners may not obstruct the Common Elements in any way nor may Unit Owners store or place anything in or on the Common Elements without the prior written consent of the Executive Board.

(d) No Unit may be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Executive Board.

(e) All garbage and trash must be disposed of in accordance with municipal regulations by the removal service designated by the Association. Unit Owners will be billed for the service as part of their monthly Common Expense assessment. Trash containers, bags, etc. may not be placed curbside prior to dusk on the day immediately before the established removal day. Containers and bags may not be stored between disposal days anywhere on the exterior of any Unit, including decks, patios and balconies.

(f) No immoral, improper, obnoxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which would be an annoyance or nuisance to the other Units or occupants.

(g) No Unit Owner other than the Declarant may erect any sign, decoration, plaque, flag, flag holder or any other item on his Unit or any Limited Common Element that is visible from outside his Unit without prior written permission of the Executive Board, except as permitted by the Rules and Regulations or applicable law.

(h) White or off-white backed draperies or curtains, or white, off-white or natural wood color blinds, acceptable to the Executive Board, must be installed and

maintained on all windows of Units that would customarily be treated with curtains or blinds.

(i) Unit Owners may not install window air conditioners, clothes lines or any other item which protrudes through any window or from any part of a Unit, nor may patios be enclosed by the Unit Owner, without prior written consent of the Executive Board.

(j) Parking is only permitted in designated parking areas shown on the Plats and Plans, and as provided in the Rules and Regulations. Unit Owners must abide by parking regulations imposed by the Association.

(k) Only customary household pets may be kept in a Unit, subject to the Rules and Regulations. A visually impaired or handicapped Unit Owner would not be prohibited from keeping a seeing-eye dog or other animal assistant in the Unit.

(l) Unit Owners are responsible at all times to keep their pets under control and are responsible for any property damage caused by their pets. No pets are permitted to be unleashed at any time while outside a Unit. No stakes, chains, curbside kennels or other items for securing pets temporarily while outside a Unit are permitted.

(m) Unit Owners are responsible for maintaining their individual Units in good order and repair at the owner's expense. The responsibilities of the Unit Owner for cleaning, maintenance and repair include the cleanliness of any Limited Common Element adjacent to the Unit and the cleaning and replacing of glass panes in any window serving the Unit (including glass panes broken by errant golf balls).

(n) Kerosene and similar unvented heaters are prohibited.

(o) No fences, alterations or improvements outside of a Unit may be constructed by a Unit Owner without the prior written permission of the Executive Board.

Purchasers of Units within the Community should refer to the Rules and Regulations attached to this Public Offering Statement and to Articles VI and IX of the Declaration for the complete text of use restrictions for the Community.

16. PLANNED COMMUNITY AND PGC INSURANCE

The Common Elements and the Limited Common Elements in the Community, to the extent that the Limited Common Elements can be insured separately from a Unit, will be insured by a policy of fire and property damage insurance written on an "all-risk" basis, in an amount sufficient to provide for the replacement of the insured property under normal circumstances. The premium for this insurance will be paid by the Association, and each Unit Owner will pay his share as part of his assessment for Common Expenses.

This master policy will not insure the Unit or the personal property of the Unit Owner because it is the individual responsibility of Unit Owners to obtain property insurance and liability insurance with respect to claims arising out of the use and ownership of their individual Units. Casualty and liability insurance should be obtained by each Unit Owner to protect against fire or other damage to his Unit and personal property and to protect against liability claims arising from events occurring or conditions within the Unit.

The Association will also carry a liability insurance policy on behalf of the Association and all Unit Owners to insure against liability arising out of the ownership or use of the Common Elements. This policy will name the NIDMA as an additional insured party. However, this policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

The Executive Board is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

The Master Association will carry property/casualty and liability insurance on behalf of the Master Association and all Unit Owners in the PGC to insure against loss of or damage to, or liability arising out of the ownership, maintenance or use of, the Community Amenities and other Common Infrastructure Elements. However, this liability policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

The Executive Board of the Master Association is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

Prospective Unit Owners are encouraged to discuss the Community's and the PGC's insurance coverage with their insurance agent and to provide him or her with a copy of the Declaration and the Master Association Declaration so that the Unit Owners' insurance coincides with the Association's policies without gaps or overlaps in coverage.

17. EXPECTED FEES OR CHARGES FOR USE OF THE COMMON ELEMENTS AND OTHER FACILITIES RELATING TO THE PLANNED COMMUNITY AND THE PGC

A. NID Assessments

In addition to the regular monthly Common Expense and Common Infrastructure Expense assessments presently expected for the use of the Common Elements of the Community and Common Infrastructure Elements of the PGC, in the event that municipal bonds are issued by Mount Joy Township to finance construction of the NIDMA Facilities in the Community, an annual assessment, not to exceed One Thousand Five Hundred Dollars (\$1,500.00), will be levied against real property, including the Units, in the Assessment District for the purpose of repaying the series of municipal bonds issued to finance such construction, for the expected 30-year term of the bonds. The NIDMA is discussed in greater detail in Section 5.D of this Public Offering Statement and Section 20.4 of the Declaration.

B. Community Amenities Membership Fund

Each Initial Third Party Purchaser shall pay a nonrefundable contribution to the CAM Fund of Four Thousand Five Hundred (\$4,500.00) at the closing for the Unit. This fund will be used to construct and maintain the Community Amenities, and may also be used to defray the cost of constructing the PGC Trails and the OSRA. This contribution constitutes a mandatory prepayment of the annual assessment for operation and Maintenance of the Community Amenities. Payment of the contribution shall entitle each Initial Third Party Purchaser to three (3) consecutive years' use of the Community Amenities. Beginning in the fourth year of membership, each Initial Third Party Purchaser shall be entitled to use the Community Amenities upon payment of such annual assessment, which shall be a Common Infrastructure expense, payable in monthly installments added to the other monthly Common Infrastructure Expense assessments levied against each Unit by the Master Association. Subsequent Dwelling Unit Purchasers shall be entitled to use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities. The Community Amenities and the CAM Fund are described in detail in Section 5.E of this Public Offering Statement, Section 20.1 of the Declaration and Section 10.1 of the Master Association Declaration.

18. PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS AND MAJOR UTILITY INSTALLATIONS

All structural components and major utility installations within the Community and the PGC will be new and shall be constructed in a good and workmanlike manner. The projected useful life of those components for which reserves will be maintained is detailed in the full budgets included in this Public Offering Statement.

19. ENVIRONMENTAL MATTERS

An environmental report entitled "ASTM Phase I Environmental Site Assessment of the Hill and Klein Farms, Mason Dixon Road, Adams County, Gettysburg, Pennsylvania" (Project No. 976374) dated July 21, 1997 (the "Report") was conducted by Penniman & Browne, Inc. for Declarant with regard to the proposed PGC site. No significant adverse conditions were disclosed in the Report, and the Report makes no recommendations for further action. The Report notes that radon levels reported in the Zip Code area in which the subject properties are located are above the EPA action level of four (4) picoCuries/Liter, the level at which homeowners and buyers are urged to do further testing. A copy of the Report is available to prospective purchasers upon request. Beyond the Report, Declarant has no knowledge of any hazardous conditions, including contamination affecting the Community by hazardous substances, hazardous wastes or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances, except for the underground storage tanks comprising part of the propane gas supply system for the Community. Declarant has no knowledge of any other investigation conducted to determine the presence of hazardous conditions on or affecting the Community. Declarant has no knowledge of any other finding or action recommended to be taken in any other report of any investigation or by any governmental body, agency or

authority in order to correct any hazardous conditions or any action taken pursuant to any such recommendations.

The Declarant applies approved pesticides and herbicides to the Golf Course in accordance with applicable federal and state environmental regulations.

Additional information concerning environmental conditions affecting the Community may be obtained from the following:

Pennsylvania Department of Environmental Resources
Harrisburg Regional Office
One Ararat Boulevard
Harrisburg, PA 17110
Phone: (717) 657-4585

U.S. Environmental Protection Agency
841 Chestnut Street
Philadelphia, PA 19107
Phone: (215) 597-9800

20. AMENDMENTS

This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or otherwise required by the Act.

ANY INFORMATION OR DATA REGARDING THE COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN, AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.

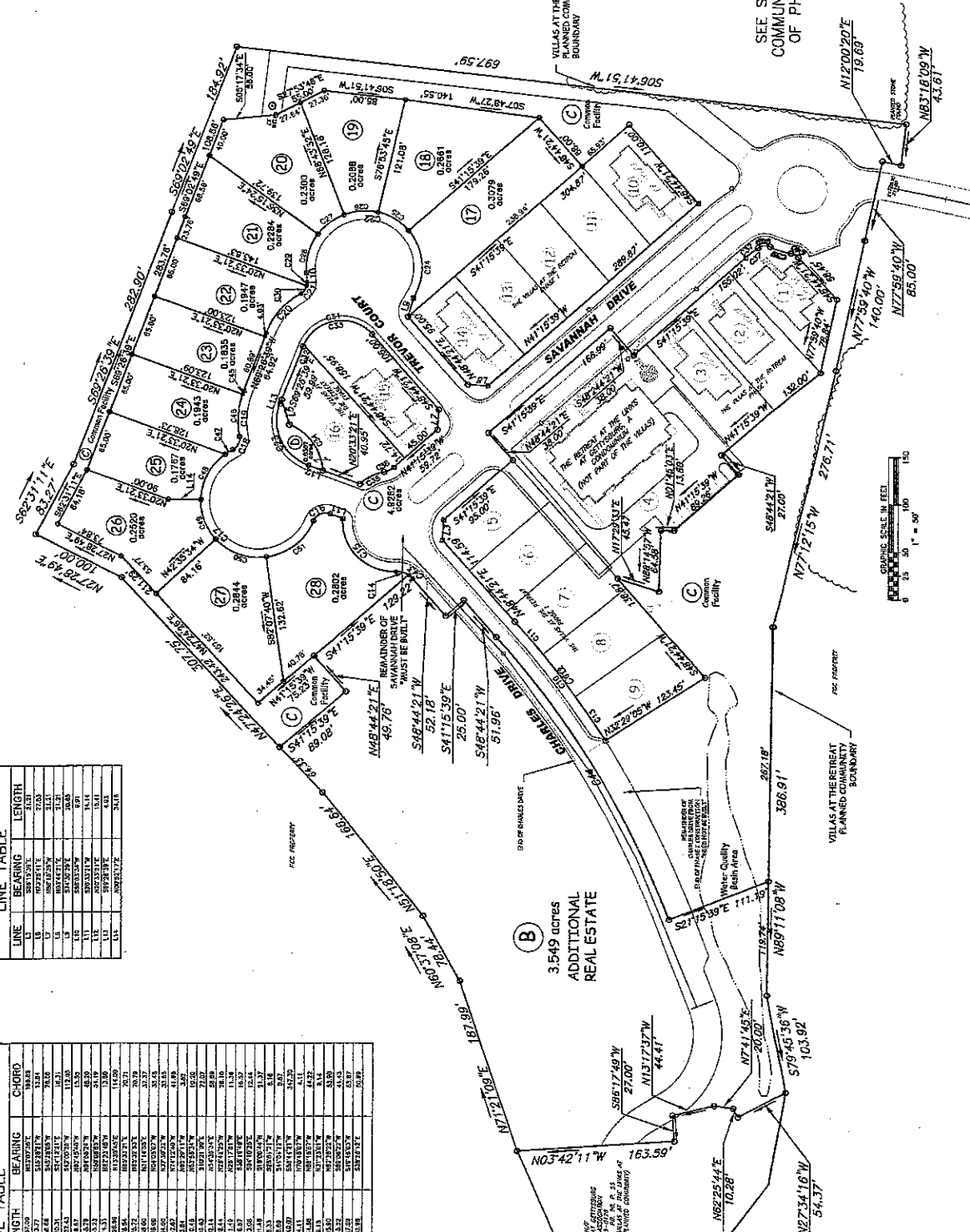


LINE TABLE

LINE	BEARING	LENGTH	FEET
1	S89°15'27"E	10.00	10.00
2	S89°15'27"E	10.00	10.00
3	S89°15'27"E	10.00	10.00
4	S89°15'27"E	10.00	10.00
5	S89°15'27"E	10.00	10.00
6	S89°15'27"E	10.00	10.00
7	S89°15'27"E	10.00	10.00
8	S89°15'27"E	10.00	10.00
9	S89°15'27"E	10.00	10.00
10	S89°15'27"E	10.00	10.00
11	S89°15'27"E	10.00	10.00
12	S89°15'27"E	10.00	10.00
13	S89°15'27"E	10.00	10.00
14	S89°15'27"E	10.00	10.00
15	S89°15'27"E	10.00	10.00
16	S89°15'27"E	10.00	10.00
17	S89°15'27"E	10.00	10.00
18	S89°15'27"E	10.00	10.00
19	S89°15'27"E	10.00	10.00
20	S89°15'27"E	10.00	10.00
21	S89°15'27"E	10.00	10.00
22	S89°15'27"E	10.00	10.00
23	S89°15'27"E	10.00	10.00
24	S89°15'27"E	10.00	10.00
25	S89°15'27"E	10.00	10.00
26	S89°15'27"E	10.00	10.00
27	S89°15'27"E	10.00	10.00
28	S89°15'27"E	10.00	10.00
29	S89°15'27"E	10.00	10.00
30	S89°15'27"E	10.00	10.00
31	S89°15'27"E	10.00	10.00
32	S89°15'27"E	10.00	10.00
33	S89°15'27"E	10.00	10.00
34	S89°15'27"E	10.00	10.00
35	S89°15'27"E	10.00	10.00
36	S89°15'27"E	10.00	10.00
37	S89°15'27"E	10.00	10.00
38	S89°15'27"E	10.00	10.00
39	S89°15'27"E	10.00	10.00
40	S89°15'27"E	10.00	10.00
41	S89°15'27"E	10.00	10.00
42	S89°15'27"E	10.00	10.00
43	S89°15'27"E	10.00	10.00
44	S89°15'27"E	10.00	10.00
45	S89°15'27"E	10.00	10.00
46	S89°15'27"E	10.00	10.00
47	S89°15'27"E	10.00	10.00
48	S89°15'27"E	10.00	10.00
49	S89°15'27"E	10.00	10.00
50	S89°15'27"E	10.00	10.00
51	S89°15'27"E	10.00	10.00
52	S89°15'27"E	10.00	10.00
53	S89°15'27"E	10.00	10.00
54	S89°15'27"E	10.00	10.00
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56	S89°15'27"E	10.00	10.00
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62	S89°15'27"E	10.00	10.00
63	S89°15'27"E	10.00	10.00
64	S89°15'27"E	10.00	10.00
65	S89°15'27"E	10.00	10.00
66	S89°15'27"E	10.00	10.00
67	S89°15'27"E	10.00	10.00
68	S89°15'27"E	10.00	10.00
69	S89°15'27"E	10.00	10.00
70	S89°15'27"E	10.00	10.00
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72	S89°15'27"E	10.00	10.00
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74	S89°15'27"E	10.00	10.00
75	S89°15'27"E	10.00	10.00
76	S89°15'27"E	10.00	10.00
77	S89°15'27"E	10.00	10.00
78	S89°15'27"E	10.00	10.00
79	S89°15'27"E	10.00	10.00
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84	S89°15'27"E	10.00	10.00
85	S89°15'27"E	10.00	10.00
86	S89°15'27"E	10.00	10.00
87	S89°15'27"E	10.00	10.00
88	S89°15'27"E	10.00	10.00
89	S89°15'27"E	10.00	10.00
90	S89°15'27"E	10.00	10.00
91	S89°15'27"E	10.00	10.00
92	S89°15'27"E	10.00	10.00
93	S89°15'27"E	10.00	10.00
94	S89°15'27"E	10.00	10.00
95	S89°15'27"E	10.00	10.00
96	S89°15'27"E	10.00	10.00
97	S89°15'27"E	10.00	10.00
98	S89°15'27"E	10.00	10.00
99	S89°15'27"E	10.00	10.00
100	S89°15'27"E	10.00	10.00

CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	10.00	10.00	N03°42'11"W	163.59
C2	10.00	10.00	N03°42'11"W	163.59
C3	10.00	10.00	N03°42'11"W	163.59
C4	10.00	10.00	N03°42'11"W	163.59
C5	10.00	10.00	N03°42'11"W	163.59
C6	10.00	10.00	N03°42'11"W	163.59
C7	10.00	10.00	N03°42'11"W	163.59
C8	10.00	10.00	N03°42'11"W	163.59
C9	10.00	10.00	N03°42'11"W	163.59
C10	10.00	10.00	N03°42'11"W	163.59
C11	10.00	10.00	N03°42'11"W	163.59
C12	10.00	10.00	N03°42'11"W	163.59
C13	10.00	10.00	N03°42'11"W	163.59
C14	10.00	10.00	N03°42'11"W	163.59
C15	10.00	10.00	N03°42'11"W	163.59
C16	10.00	10.00	N03°42'11"W	163.59
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C47	10.00	10.00	N03°42'11"W	163.59
C48	10.00	10.00	N03°42'11"W	163.59
C49	10.00	10.00	N03°42'11"W	163.59
C50	10.00	10.00	N03°42'11"W	163.59
C51	10.00	10.00	N03°42'11"W	163.59
C52	10.00	10.00	N03°42'11"W	163.59
C53	10.00	10.00	N03°42'11"W	163.59
C54	10.00	10.00	N03°42'11"W	163.59
C55	10.00	10.00	N03°42'11"W	163.59
C56	10.00	10.00	N03°42'11"W	163.59
C57	10.00	10.00	N03°42'11"W	163.59
C58	10.00	10.00	N03°42'11"W	163.59
C59	10.00	10.00	N03°42'11"W	163.59
C60	10.00	10.00	N03°42'11"W	163.59
C61	10.00	10.00	N03°42'11"W	163.59
C62	10.00	10.00	N03°42'11"W	163.59
C63	10.00	10.00	N03°42'11"W	163.59
C64	10.00	10.00	N03°42'11"W	163.59
C65	10.00	10.00	N03°42'11"W	163.59
C66	10.00	10.00	N03°42'11"W	163.59
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C68	10.00	10.00	N03°42'11"W	163.59
C69	10.00	10.00	N03°42'11"W	163.59
C70	10.00	10.00	N03°42'11"W	163.59
C71	10.00	10.00	N03°42'11"W	163.59
C72	10.00	10.00	N03°42'11"W	163.59
C73	10.00	10.00	N03°42'11"W	163.59
C74	10.00	10.00	N03°42'11"W	163.59
C75	10.00	10.00	N03°42'11"W	163.59
C76	10.00	10.00	N03°42'11"W	163.59
C77	10.00	10.00	N03°42'11"W	163.59
C78	10.00	10.00	N03°42'11"W	163.59
C79	10.00	10.00	N03°42'11"W	163.59
C80	10.00	10.00	N03°42'11"W	163.59
C81	10.00	10.00	N03°42'11"W	163.59
C82	10.00	10.00	N03°42'11"W	163.59
C83	10.00	10.00	N03°42'11"W	163.59
C84	10.00	10.00	N03°42'11"W	163.59
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C94	10.00	10.00	N03°42'11"W	163.59
C95	10.00	10.00	N03°42'11"W	163.59
C96	10.00	10.00	N03°42'11"W	163.59
C97	10.00	10.00	N03°42'11"W	163.59
C98	10.00	10.00	N03°42'11"W	163.59
C99	10.00	10.00	N03°42'11"W	163.59
C100	10.00	10.00	N03°42'11"W	163.59



SEE SHEET 3 FOR PLANNED
COMMUNITY NOTES AND DETAILS
OF PHASE II OF THE VILLAS

DECLARATION PLAT - PHASE II OF THE VILLAS
THE RETREAT
THE LINKS AT GETTYSBURG
A PLANNED COMMUNITY
COUNTY OF TRANSYLVANIA, PENNSYLVANIA

PLAN PREPARATION
DRAWN BY: HOB/PAS DATE: MAY 14 2013
DESIGNED BY: PAS FILE NO: 8084
CHECKED BY: PAS DWG NO: 2-3 DEC BY: PHZ

REVISIONS

NO.	DATE	DESCRIPTION
1	10/29/11	PRELIMINARY REVIEW COMMENTS

XREFS

Sharrah Design Group, Inc.
Land Surveying & Design
2000 Westmonte Street
P.O. Box 1111
Pittsburgh, PA 15206
Phone: (412) 334-5000
Fax: (412) 334-5022

SCALE
1" = 50'

SHEET NO.
2 OF 3

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG, A PLANNED
COMMUNITY**

Mount Joy Township, Adams County, Pennsylvania

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

Prepared by, and after recording,
return to:
Robert M. Cherry, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
email: rcherry@mwn.com

Date: April __, 2011

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

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EXHIBIT "B"	ALLOCATED INTEREST IN COMMON EXPENSES AND VOTES APPURTENANT TO UNITS
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EXHIBIT "D"	LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE
EXHIBIT "E"	LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE
EXHIBIT "F"	LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE
EXHIBIT "G"	LEGAL DESCRIPTION OF PGC PROPERTY
EXHIBIT "H"	EQUITABLE ASSIGNMENT DOCUMENTS

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("**Links**") is the owner in fee simple of the real estate described in **Exhibit "A"** attached hereto ("**PC Real Estate**"), located in Mount Joy Township, Adams County, Pennsylvania. The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company (together with its successors and assigns, "**Declarant**") is the owner of an equitable interest in the PC Real Estate pursuant to those certain documents described on Exhibit "H" hereto (the "**Equitable Assignment Documents**"). Declarant and Links hereby submit their respective interests in the PC Real Estate, including all easements, rights and appurtenances thereunto belonging and the Dwellings and other improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.*, as amended ("**Act**"), and hereby create with respect to the Property a flexible planned community to be known as "The Villas At The Retreat At The Links At Gettysburg, A Planned Community" ("**Community**").

Section 1.2. Declarant's Undertakings; Common Elements; Infrastructure; Other Common Improvements.

1.2.1. The Declarant shall construct or provide for the construction of certain improvements for the common benefit of the Community, such as roads, water and sewer service lines, storm water drainage facilities, and other infrastructure and/or common improvements as described herein or as depicted on the Plats and Plans. Such improvements may be Common Elements, may be dedicated to the public, or may be conveyed to a third party. The construction of Common Element improvements shall be performed in accordance with Section 5414(a) of the Act.

1.2.2. The Declarant shall not be responsible for the substantial completion of any Dwelling or other improvements constructed by a Builder and located within the Unit boundaries, including any structural components or mechanical systems located within the Unit boundaries that are constructed by a Builder and that constitute Common Elements under the provisions hereof or the provisions of the Act.

1.2.3. The construction of improvements to be built upon the portion of the PC Real Estate outside the Unit title lines (i.e., the Common Elements and certain of the Limited Common Elements) shall be performed in accordance with Section 5414(a) of the Act. It is presently anticipated that construction of the aforesaid improvements will be

the responsibility of The Links At Gettysburg Land Company, Inc. ("**Land**"), pursuant to certain agreements between Land and the Declarant. Land is not a Declarant under this Declaration; however, Land has executed the Consent appended to this Declaration to acknowledge and agree that Land: (i) is obligated to construct the aforesaid improvements in accordance with Section 5414(a) of the Act, and (ii) is responsible for providing the warranty against structural defects in accordance with Section 5411 of the Act, with respect to any improvements constructed by Land.

Section 1.3. Builder's Undertakings; Consent of Builder.

1.3.1. Declarant may, but is not obligated to, transfer title to one or more Unimproved Units (as defined in Section 1.6 hereof) to a residential builder or builders (each, a "Builder") pursuant to a contract between the Declarant and such Builder for the sale of the Unit and construction of a Dwelling thereon. Notwithstanding the foregoing, Declarant reserves, without limitation, the right to modify the manner in which title to Units is transferred to a Builder or Builders in order to facilitate the orderly development of the Community, including the right to transfer some or all of Declarant's Special Declarant Rights in connection with any such conveyance to a Builder.

1.3.2. Except for any Common Elements, infrastructure and/or other common improvements that are constructed by Declarant within the Unit boundaries of a Unit owned by a Builder, if any, as described in Section 1.2.1 above, a Builder, and not the Declarant, shall be responsible for the substantial completion of any Dwelling and other improvements located within the Unit boundaries of any Unit conveyed by Declarant to a Builder.

1.3.3. It is presently anticipated that construction of Dwellings and any other improvements within a Unit undertaken by a Builder shall be either pursuant to an agreement of purchase with a third party purchaser, or on a Builder's own account. Each Builder, as seller, shall include in each agreement of purchase pursuant to which it constructs or sells a Dwelling Unit to a third-party purchaser (such third-party purchaser, together with any subsequent owner of such Dwelling Unit, collectively, the "**Dwelling Unit Purchaser**") with a warranty against structural defects that is at least as coextensive as the warranty set forth in Section 5411 of the Act.

1.3.4. No Builder is a Declarant under this Declaration; however, upon the transfer of any Special Declarant Right(s) by Declarant to a Builder, such Builder shall be a successor declarant in connection with the Special Declarant Right(s) transferred, and the provisions of Section 5304 of the Act shall apply. All of a Builder's right, title and interest in and to a Unit and the Community, is, and shall be, subject to the terms and provisions of the Community Documents.

1.3.5. Insignia, Inc., a Maryland business corporation ("**Insignia**"), as of the Effective Date, has the right to purchase the Units under this Declaration, pursuant to certain agreements with the Declarant. Insignia is a Builder under this Declaration and has executed the Consent appended to this Declaration to acknowledge and agree that all of Insignia's right, title and interest in and to the Units under this Declaration, is, and shall be, subject to the terms of this Declaration.

1.3.6 In the event that a Builder's rights to purchase Units terminates, such Builder shall execute in recordable form a document in form and content reasonably and mutually satisfactory to the Declarant and such Builder that confirms such termination.

1.3.7. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed for a Unit that the Declarant and Links have neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the Dwelling or in any other improvements constructed within the Unit boundaries by a Builder or any party other than the Declarant or Links, nor liability under subsections (c) and (d) of Section 5414 of the Act, or otherwise, with respect to substantial completion of the Dwelling or any other improvements constructed within the Unit boundaries by a Builder or any party other than the Declarant or Links. Each Builder agrees to indemnify, defend and hold Declarant and Links harmless against any claims, actions, damages, losses, or costs (including, without limitation, reasonable attorneys' fees and costs) arising from, relating to, or connected with such Builder's obligations under Sections 5411 and 5414 of the Act.

1.3.8. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed for a Unit that a Builder has neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the construction of improvements upon the Common Elements or Limited Common Elements by any party other than the Builder, nor liability under Section 5414 of the Act, or otherwise, with respect to substantial completion, repair and restoration of any improvements to the Common Elements constructed by any party other than the Builder.

Section 1.4. Link's Undertakings. Links has executed this Declaration for the sole purpose of securing the obligations of Links to Declarant as set forth in the Option Agreement, as defined in **Exhibit "H"** hereto, and related agreements. Except as expressly set forth herein, Links shall have no obligation hereunder or under the Act, including the provisions of Sections 5414 (c) and (d) of the Act, to construct or provide for the construction of any improvements within the Community, nor shall Links have any liability under Section 5411 of the Act in connection with any improvements constructed by any party other than Links. Links shall not constitute a declarant hereunder until or unless it becomes a successor to Special Declarant Rights pursuant to a recorded agreement signed by Links.

Section 1.5. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are the following recorded easements, rights and licenses:

1.5.1. Rights-of-way granted to Adams Electric Cooperative, Inc. in Record Book 1446, Page 228; 1457, Page 247; 1457, Page 249; 1457, Page 251; 1605, Page 233; 1850, Page 149; 1850, Page 151, and 4650, Page 194.

1.5.2. Drainage Easement and Releases to Pennsylvania Department of Transportation, Commonwealth of Pennsylvania, and Mount Joy Township Record Book 1594, Page 296.

1.5.3. Restrictions and grants of rights set forth in the Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space dated July 25, 2003, between The Links At Gettysburg, L.L.C. and Mount Joy Township, recorded in Adams County Record Book 3211, Page 94, as the same may be amended from time to time ("**Open Space Declaration**").

1.5.4. Restrictions and grants of rights set forth in the Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community by The Links at Gettysburg, L.L.C. and The Links at Gettysburg Realty Company, L.L.C. in Record Book 4231, Page 60, as amended by the First Amendment to Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community in Record Book 5072, Page 14 (together, and as further amended from time to time, the "**Master Association Declaration**").

1.5.5. Rights set forth in that certain Propane Facilities Easement Agreement, dated July 25, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book 3211, Page 243, as amended in Record Book 4292, Page 133 and in Record Book 4714, Page 222 (together, and as further amended from time to time, the "**Propane Facilities Easement**").

1.5.6. Rights set forth in that certain Declaration of Access Drive and Entrance Sign Easement, dated July 25, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book 3211, Page 114 ("**Access Drive and Entrance Sign Easement**").

1.5.7. Restrictions, conditions and easements set forth in that certain Easement Agreement dated September 3, 2004, between The Links At Gettysburg, L.L.C., The Links At Gettysburg Realty Company, L.L.C., Richard A. Klein and Bonni L. Klein, husband and wife, and Aqua Pennsylvania, Inc., recorded in Adams County Record Book 3704, Page 325 ("**Water System Easement**").

1.5.8. Restrictions, conditions and easements set forth in that certain Easement Agreement dated December 20, 2004, between The Links At Gettysburg, L.L.C., The Links At Gettysburg Realty Company, L.L.C., Richard A. Klein and Bonni L. Klein, husband and wife, and Little Washington Wastewater Company d/b/a Suburban Wastewater Company, recorded in Adams County Record Book 3837, Page 329 ("**Wastewater System Easement**").

1.5.9. Conditions set forth on all subdivision and land development plans for the Community, now or hereafter existing, as the same may be amended or modified from time to time in accordance with Mount Joy Township and other applicable governmental requirements, including, but not limited to, The Links at Gettysburg, L.L.C. Land Development Plan in Adams County Plat Book 74, Page 41; The Links At Gettysburg, L.L.C. Preliminary/Final Subdivision Plat in Plat Book 78, Page 83; the Preliminary/Final Subdivision/Land Development Plans for The Retreat At The Links At Gettysburg, A Condominium Development in Plat Book 90, Page 55, the Phase I Preliminary/Final Subdivision Plan for the Villas at the Retreat at the Links at Gettysburg in Plat Book 98, Page 13 and the revised Phase I Preliminary/Final Subdivision Plan for the Villas at the

Retreat at the Links at Gettysburg in Plat Book 98, Page 56 (collectively and as amended from time to time, the "Subdivision Plan").

1.5.10. Rights set forth in the Memorandum of Option Agreement, Assignment of Option Agreement and Partial Assignment of Option Agreement in Record Book 4391, Page 171; the Addendum to Memorandum of Option Agreement, Assignment of Option Agreement and Partial Assignment of Option Agreement in Record Book 4391, Page 177; and the Revocation and Termination of Partial Assignment of Option Agreement in Record Book 5523, Page 653.

1.5.11 Easements and rights set forth in that certain Emergency Access and Drainage Easement Agreement in Record Book 4391, Page 160 (the "Emergency Access and Drainage Easement Agreement").

1.5.12. Easements and rights set forth in that certain Declaration of Access Easements in Record Book 4391, Page 146 (the "Declaration of Access Easements").

1.5.13. That certain Deed from The Links At Gettysburg, L.L.C. to The Links At Gettysburg Master Association in Record Book 4525, Page 126 (and the Partial Release of Mortgage in Record Book 4525, Page 141).

Section 1.6. Defined Terms

1.6.1. Capitalized terms not otherwise defined herein or identified on the Plats and Plans shall have the meanings specified or used in the Act.

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

(a) "Additional Real Estate" means the Real Estate described in Exhibit "F" attached hereto, so long as the Declarant's rights to add such Real Estate to the Community continue to exist.

(b) "Allocated Interest" means the Common Expense Liability and the votes in the Association allocated to a Unit.

(c) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(d) "Architectural Review Committee" means a committee comprised of three (3) members appointed by the Executive Board, the purpose of which shall be to review and evaluate any proposed alteration to, or change in appearance of, the exterior of a Unit proposed by the Unit Owner and to make a recommendation to the Executive Board whether to approve or disapprove, or condition the approval, of such proposed alteration.

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

(f) "Association" means the Unit Owners' association of the Community, which shall be a Pennsylvania non-profit corporation known as "The Villas At The Retreat Homeowners Association" and which shall have all powers and duties designated by the Act.

(g) "Bylaws" means the Bylaws of The Villas At The Retreat Homeowners Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such document may be amended from time to time.

(h) "Common Elements" means Common Facilities or Controlled Facilities.

(i) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

(j) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit, as described in this Declaration.

(k) "Common Facilities" means any Real Estate within the Community that is not a Unit and that is owned by or leased to the Association.

(l) "Common Infrastructure Elements" means certain facilities that jointly serve the Community, other PGC Communities, and in some instances, the Golf Course and/or the Hotel/Conference Center.

(m) "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 the Master Association Declaration.

(n) "Community" means the Community described in Section 1.1 hereof, as the same may be expanded or contracted in accordance with the provisions of this Declaration and the Act.

(o) "Community Amenities" means certain real property and any improvements located thereon, located within the boundaries of the PGC Property, which are owned and operated by the Master Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise.

(p) "Community Documents" include the Declaration, Plats and Plans, Bylaws (including the Chart of Maintenance Responsibilities) and Rules and Regulations, all as amended from time to time.

(q) "Condominium Act" means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 *et seq.*, as amended.

(r) "Controlled Facilities" means any Real Estate within the Community, whether or not a part of a Unit, that is not a Common Facility, but that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(s) "Convertible Real Estate" means the Real Estate described in **Exhibit "D"** attached hereto, so long as the Declarant's rights to create Units or Limited Common Elements therein continue to exist.

(t) "Declarant" means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

(u) "Declaration" means this document, as the same may be amended from time to time.

(v) "Development Period" means the period within which Declarant has the right to exercise Development Rights (as defined in the Act) in and to the Community in accordance with the provisions of this Declaration and the Act. The Development Period shall terminate no later than seven (7) years after the date this Declaration is recorded.

(w) "Dwelling" means the housing unit and related improvements situate within a Unit.

(x) "Dwelling Unit" means a Unit upon which a Dwelling has been substantially completed to the extent required for the lawful occupancy thereof for its intended purposes.

(y) "Executive Board" means the Executive Board of the Association.

(z) "First Settlement" means the date of the first closing whereby a Unit is conveyed to a Unit Owner other than Declarant or a Builder.

(aa) "General Common Expenses" means all Common Expenses other than Limited Common Expenses.

(bb) "Golf Course" means any parcel of land within the boundaries of the PGC Property that is owned by the Golf Course Owner, or any other person, and which is operated as a golf course, together with all related and supporting facilities and improvements operated in connection with the Golf Course.

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

(dd) "Initial Third Party Purchaser" means an initial purchaser of a Unit, other than Declarant or a Builder.

(ee) "Limited Common Elements" means Limited Common Facilities or Limited Controlled Facilities.

(ff) "Limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act and/or as described in the Community Documents.

(gg) "Limited Common Facilities" means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more but fewer than all of the Units.

(hh) "Limited Controlled Facilities" means those portions of the Controlled Facilities that are not themselves part of a Unit, which are allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more, but fewer than all of the Units.

(ii) "Maintenance" means the maintenance, repair and replacement activities required with respect to any facility located on the PGC Property.

(jj) "Master Association" means The Links At Gettysburg Master Association, a Pennsylvania nonprofit corporation created pursuant to Section 5222 of the Act and Section 3222 of the Condominium Act. The members of the Master Association shall be (i) the members of the Association, (ii) the members of the Property Owners Associations of all other PGC Communities, (iii) the Golf Course Owner, (iv) the Hotel/Conference Center owner, and (v) other owners of real property (other than Units, the Golf Course, or the Hotel/Conference Center) within the boundaries of the PGC Property.

(kk) "Municipality" means Mount Joy Township, Adams County, Pennsylvania.

(ll) "NIDMA" means a Neighborhood Improvement District Management Association as defined by the NID Act, the purpose of which is to own the NIDMA Facilities and administer the Assessment District.

(mm) "NIDMA Facilities" means certain public improvements, including, but not limited to, improvements constituting part of the Common Elements, constructed within the Assessment District 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.

(nn) "NIDMA Easement Agreement" means an easement agreement entered into by and between the Association and the Declarant, as grantors, and a NIDMA, as grantee, which grants the NIDMA the right to construct and own the NIDMA Facilities installed within the easement areas created by the NIDMA Easement Agreement.

(oo) "NIDMA Maintenance Agreements" means those certain maintenance agreements by and between any Property Owners Association the Master Association, or other owners of real property within the boundaries of the Assessment District wherein any such Property Owners Association, the Master Association or other such owners agree to be solely responsible for the Maintenance of the NIDMA Facilities.

(pp) "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 18.1 hereof.

(qq) "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 18.2 hereof.

(rr) "Open Space Recreation Area" ("OSRA") means an outdoor recreation area of no less than one (1) acre that is expected to be located within the Preserved Open Space. Such location:

(i) shall be approved by the Township, the Association and the Master Association,

(ii) shall not be located within any Unit,

(iii) shall not be located within any Common Element without the written approval of the Association, which approval may be withheld in its sole discretion,

(iv) shall not be located within the Golf Course without the written approval of the Golf Course Owner, which approval may be withheld in its sole discretion, and

(v) shall afford access to the OSRA that is good and adequate for its intended purposes.

(ss) "PGC Community" means the Community or any other planned community or condominium located within the boundaries of the PGC Property.

(tt) "PGC Property" means those certain parcels of real estate more particularly described on **Exhibit "G"** attached hereto, and comprising a planned golf community ("PGC") known as "The Links At Gettysburg Planned Golf Community", as the same may be expanded from time to time in accordance with the provisions of the Master Association Declaration.

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

(vv) "Plats and Plans" means the Plats and Plans attached hereto as **Exhibit "C"** and made a part hereof, as the same may be amended from time to time.

(ww) "Preserved Open Space" means the area within the PGC Property that is preserved as open space, including the Golf Course and the OSRA, pursuant to the planned golf community provisions of the Mount Joy Township zoning ordinance, as more particularly described in the Open Space Declaration. The references to Preserved Open Space in this Declaration shall be subject to the provisions of the Open Space Declaration defined in Subsection 1.5.3 hereof.

(xx) "Property" means the Property described in Section 1.1 hereof.

(yy) "Property Owners Association" means the property or unit owners association of any PGC Community, including the Community.

(zz) "Real Estate" means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

(aaa) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Community, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

(bbb) "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.

(ccc) "Special Assessment" means a Unit's individual share of any assessment made by the Executive Board in addition to the Annual Assessment.

(ddd) "Subdivision Plan" means the plan(s) described in Section 1.5.9 hereof.

(eee) "Unimproved Unit" means a Unit upon which a Dwelling and related improvements has not yet been constructed.

(fff) "Unit" means the land located within the lot lines of a lot shown on the Subdivision Plan, and which is expressly designated as a Unit on the Plats and Plans, whether improved or unimproved, together with any Dwelling and any other permanent improvements constructed thereon from time to time.

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

(hhh) "Withdrawable Real Estate" means the Real Estate described in **Exhibit "E"** attached hereto, so long as the Declarant's rights to withdraw such Withdrawable Real Estate from the Community continue to exist.

Section 1.7. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Plats and Plans or the Bylaws.

ARTICLE II

ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; RELOCATION OF BOUNDARIES; SUBDIVIDING UNITS

Section 2.1. Allocated Interests, Votes and Common Expense Liabilities.

2.1.1. Attached hereto as **Exhibit "B"** is a list of the first fifteen (15) Units being created by the Declarant that sets forth their identifying numbers and the Allocated Interest appurtenant to each such Unit, determined on the basis that all such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal number, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community, and (b) multiplying the aforementioned decimal number by a factor to be assigned by the Declarant, as described in this Subsection 2.1.1 or in Subsection 2.1.2 hereof.

2.1.2. The Allocated Interest shall automatically change upon conversion of Convertible Real Estate or upon withdrawal of Withdrawable Real Estate, if applicable, as set forth in Articles XXI and XXII below, and the new Allocated Interest of each Unit existing after a conversion or withdrawal shall be determined in accordance with Subsection 2.1.1 above. Notwithstanding the foregoing, if the Declarant converts all or any portion of the Convertible Real Estate into Units, or exercises its Special Declarant Right

reserved in Section 2.4 below, the Declarant reserves the right to assign a factor ranging from 1.0 and 1.2 to any Units created therein based reasonably upon the relative size of the Units, the relative size of the Dwellings constructed on the Units, the type of Unit, the presence and type of amenities, and any other relevant characteristics of such newly-created Units. If Declarant assigns a factor other than 1.0 to any Units created in the Community then Declarant shall designate the factor to be assigned to such Units in any amendment to this Declaration in which such Units are created. The Declarant's judgment regarding the factor assigned to any Unit shall be final.

2.1.3. Each Unit shall have one (1) vote. The Allocated Interest shall determine the relative weight of a Unit's vote in matters before the Association and, subject to Section 11.2 hereof, the share of Common Expense Liability appurtenant to each Unit. A Unit's Allocated Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

Section 2.2. Unit Boundaries. The vertical boundaries of each Unit are situated as shown on the Plats and Plans, and each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any Dwelling or other building or structure, located within said boundaries. There are no horizontal boundaries.

Section 2.3. Relocation of Boundaries Between Units.

2.3.1. During the Development Period, Declarant shall have the right, without submitting an application to the Association, to relocate boundaries between Units owned by Declarant by recording an amendment to this Declaration and the Plats and Plans identifying the affected Units and setting forth the new Unit boundaries and the reallocations of Allocated Interests and votes in the Association. Declarant's right to relocate boundaries between Units shall not be limited to the combination of two (2) or more entire adjacent Units. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.3.1, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

2.3.2. Unit Owners other than Declarant desiring to relocate the boundaries between adjoining Units shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application as are set forth in the Act.

Section 2.4. Subdividing or Converting Units Owned by Declarant. Declarant hereby reserves unto itself the Special Declarant Right granted in Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two or more Units, Common Elements or a combination of Units and Common Elements. For a period not exceeding seven (7) years after the date of recording of this Declaration, Declarant shall be permitted to exercise such Special Declarant Right without submitting an application to the Association, and thereafter by submitting an application to the Association. If Declarant exercises such right, Declarant (or the Association, as the case may be) shall prepare and record an amendment to this Declaration, including the Plats and Plans, subdividing or converting such Unit(s). The maximum number of Units into which any Unit owned by

Declarant may be subdivided or converted shall be six (6), provided however, that no individual Unit shall contain less than the minimum square footage required by applicable governmental requirements, if any. All costs and expenses of Declarant associated with the exercise of its rights reserved in this Section 2.4 shall be the responsibility of the Declarant.

Section 2.5. Costs of Relocating Unit Boundaries. All costs and expenses associated with relocating Unit Boundaries pursuant to Subsection 2.3.2 above, and, at the discretion of the Executive Board, the costs and expenses associated with preparing and recording any amendment to the Declaration and Plats and Plans required pursuant to Sections 5214 or 5215 of the Act, shall be the responsibility of the Unit Owner or Owners requesting the relocation of Unit Boundaries.

ARTICLE III

LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1. Limited Common Elements. Without limiting the generality of Sections 1.6.2 (gg) and (hh) hereof, the following portions of the Community are hereby designated as Limited Common Elements:

3.1.1. Individual rural mailboxes serving a single Unit and located outside the title lines of such Unit as shown on the Plats and Plans, if any.

3.1.2. Any portion of the driveway serving a Unit that is located outside the title lines of such Unit as shown on the Plats and Plans.

3.1.3. Any portion of the lawn sprinkler system serving only one Unit that is located outside the title lines of such Unit as shown on the Plats and Plans.

3.1.4. Any portion of the Community designated as a Limited Common Facility or a Limited Controlled Facility by or pursuant to this Declaration or any amendment hereto, or as shown and identified as a Limited Common Facility or a Limited Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

3.1.5. Any portion of the Community described as a Limited Common Element in Section 5202 of the Act.

Section 3.2. Common Elements Not Previously Allocated. As permitted by Section 5209(c) of the Act, the Declarant during the Development Period, and the Association thereafter, shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community. Any such allocation shall be made by an amendment to the Declaration or an assignment executed by Declarant during the Development Period and the Association thereafter and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

ARTICLE IV

COMMON FACILITIES

Section 4.1. Reservation. The Declarant hereby reserves the right to designate as a Common Facility any portion of the Community, or any improvement or facility, existing or contemplated, other than a Unit owned by a Unit Owner other than Declarant, without the consent of the Association, or any Unit Owner or holder or insurer of any Security Interest in any Unit, or any other party whatsoever. Without limiting the generality of the foregoing, the following portions of the Community are hereby designated as Common Facilities:

4.1.1. All open space areas and any easements, landscaping and/or improvements thereon, not located within Unit boundaries; and

4.1.2. All permanent stormwater facilities, including without limitation, swales, detention basins, storm piping and appurtenances, not located within Unit boundaries; and

4.1.3. Community entrance and street signage and associated landscaping and/or lighting, not located within Unit boundaries; and

4.1.4. Fences constructed upon or appurtenant to the Common Facilities, and any other fences that may be identified as Common Facilities on the Plats and Plans, as they may be amended; and

4.1.5. Private streets, street lights, common sidewalks not located within Unit boundaries, and all appurtenances thereto; and

4.1.6. Subject to Section 4.2 hereof, parking areas or spaces not located within Unit boundaries; and

4.1.7. Any other portion of the Community designated as Common Facilities on the Plats and Plans, as they may be amended.

Section 4.2. Parking. Unit Owners having garages and/or driveways within the boundaries of their Units shall park their vehicles in their garages or driveways. Parking areas or spaces not located within Unit boundaries are Common Facilities available to all Unit Owners, visitors, guests and invitees on a first come-first served basis, subject to the rights of the Executive Board to promulgate Rules and Regulations regarding their use, and further subject to Section 3.2 above.

Section 4.3. Conveyance to the Association. Declarant or Declarant's successor in interest to a Common Facility shall own the Common Facility until such time as it has been conveyed to the Association in accordance with this Section 4.3. Declarant or any successor in interest to Declarant in the Common Facility shall lease, or convey fee simple title to the Common Facility by special warranty deed, or shall transfer easements or

other ownership rights, title and interests to the Association by the later of (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community or (b) the seventh (7th) anniversary of the recording of this Declaration. No Common Facility shall be conveyed or leased to the Association before it has been completed unless a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided for the benefit of the Association by the Declarant or a successor to Declarant's interest in the Common Facility, as the case may be. Any such third-party mechanism shall not expire until the Common Facility has been completed to the degree described in the immediately succeeding sentence. A Common Facility shall be deemed "completed" upon the recording of a certificate, executed by an independent registered surveyor, architect or professional engineer, stating that the Common Facility is substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans and the Public Offering Statement and so as to permit the use of such Common Facility for its intended purpose. Upon the recording by Declarant of a deed or other document evidencing the conveyance of real property interests by Declarant to the Association, the Association shall be deemed to have accepted the conveyance of the Common Facility, and no agreement signed by the Association shall be required to evidence such acceptance or conveyance. Any uncompleted Common Facility conveyed or leased to the Association shall be completed by the later of (a) the date of conveyance by Declarant of the last Unit the Declarant reserves the right to include in the Community, or (b) the seventh (7th) anniversary of the recording of this Declaration. Until such time as an uncompleted Common Facility is completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility and for all other expenses in connection therewith. The Association shall not be required to pay any consideration for any Common Facility, unless such facility is leased to the Association, in which case, the Association may be required to pay rent in accordance with any such lease. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights.

Section 4.4. Common Expense. Upon conveyance or leasing of a completed Common Facility to the Association, all costs and expenses associated with the operation, administration, maintenance, repair and replacement of the Common Facility shall become a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests, and such Common Expense assessments shall be subject to the lien provisions set forth in Section 11.4 below. No Unit Owner may exempt himself from liability for payment of such Common Expenses by waiver of the use or enjoyment of the Common Facilities, or by abandonment of the Unit against which the assessments are made.

Section 4.5. Rules and Regulations. Reasonable Rules and Regulations concerning the regulation, management, operation and use of the Common Facilities may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE V

CONTROLLED FACILITIES

Section 5.1. Designation of Controlled Facilities. Without limiting the generality of Section 1.6.2(r) hereof, the Controlled Facilities shall include all of the following areas, and the improvements and/or facilities located therein other than those accepted for dedication to the public or owned by a utility provider or governmental authority:

5.1.1. Any portion of any Unit designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment hereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time, including but not limited to:

(a) All easement areas located upon or within a Unit as shown on the Subdivision Plan and/or the Plats and Plans from time to time, including without limitation, all stormwater drainage, utility (including water and sanitary sewer), and other easements. Subject to obtaining all applicable governmental approvals, Declarant reserves the right to relocate, modify, eliminate or create such easement areas as may be necessary for the orderly and safe development of the Community, provided that if Declarant relocates, modifies, eliminates or creates any easement such that the Unit as developed differs from the Plats and Plans as last amended, Declarant shall inform all prospective purchasers of such Unit of all such changes and shall provide the prospective purchasers with a plat of such Unit depicting the actual easement area(s) as constructed. All such easement areas shall remain as initially constructed. No Unit Owner shall be permitted to make any modifications to an easement area that could adversely affect the purpose or function of the easement area, or affect any other Unit, without the prior written consent of the Declarant during the Development Period or the Executive Board thereafter, and the owner of any other affected Unit; and

(b) All improvements and facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed, if any, including without limitation, street lights, street trees, fire hydrants, Community entrance signs and any appurtenant landscaping and lighting, street, traffic and stop signs, common sidewalks along private streets (as distinguished from service walks intended to serve only one Unit), and other similar and dissimilar infrastructure and Community facilities; and

(c) Permanent stormwater facilities, including without limitation, basins, swales, inlets, headwalls, endwalls, BMP facilities, infiltration facilities, storm sewer pipes and conduits, and roof drain collectors, located upon Units. All drainage easements shall be kept free of obstructions, including without limitation, fill, temporary or permanent structures and plants other than grass; and

(d) All portions of a Unit situated within a clear sight triangle as depicted on the Subdivision Plan and/or the Plats and Plans. No obstructions

that would obscure the vision of a motorist shall be permitted within a clear sight triangle.

5.1.2. Any other portion of the Community designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment hereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

Section 5.2. Rules and Regulations. Reasonable Rules and Regulations concerning the maintenance, improvement, repair, replacement, regulation, management, insurance and/or control of the Controlled Facilities may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 5.3. Easements, Leases, Licenses and Concessions. Subject to compliance with all applicable governmental requirements, the Association shall have the right to grant easements, leases, licenses and concessions through or over the Controlled Facilities as permitted by Sections 5302(a)(9) and (b) of the Act, provided however, that any such grant that would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the owner of that Unit.

ARTICLE VI

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 6.1. Additions, Alterations and Improvements by Unit Owners.

6.1.1. A Unit Owner:

(a) May, without obtaining the prior approval of the Architectural Review Committee or the Executive Board, make any improvements or alterations to the interior of his or her Dwelling;

(b) May not change the exterior appearance of a Unit or Dwelling or make alterations to the Limited Common Elements appurtenant to such Unit without obtaining the prior written consent of the Executive Board;

(c) May not change the appearance of or make any structural modifications to any portion of the Common Facilities without obtaining the prior written consent of the Executive Board;

(d) May not change the appearance of or make any structural modifications to any portion of the Controlled Facilities, whether located upon a Unit or otherwise, without obtaining the prior written consent of the Executive Board.

6.1.2. Subject to the exception set forth in Subsection 6.1.5 hereof, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he is forbidden to do under Subsection 6.1.1 hereof. The Executive Board shall submit all such requests to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such requests. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

6.1.3. Subject to the exception set forth in Subsection 6.1.5 hereof, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner.

6.1.4. Additions, alterations and improvements to the Units and/or Common Elements shall not, except pursuant to prior written approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those being modified. At the discretion of the Executive Board, any such insurance premium increases shall be paid by the Unit Owner(s) whose construction activities resulted in such premium increases.

6.1.5. The provisions of this Section 6.1 shall not apply to the Declarant or a Builder in the exercise of any Special Declarant Right, or in the initial construction of Dwellings or other improvements of any kind anywhere within the Community.

Section 6.2. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 11.5 and 11.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary or advisable.

Section 6.3. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and

municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board, the Architectural Review Committee, or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Architectural Review Committee, the Executive Board, nor the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 7.1. Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

Section 7.2. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except any portion thereof to be maintained, repaired or replaced by the Unit Owners.

Section 7.3. Units and Limited Common Elements. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, and the Limited Common Elements appurtenant thereto, except any portions thereof to be maintained, repaired or replaced by the Association. Unit Owners are responsible for repair of damage to their Units, including broken window panes, caused by errant golf balls.

Section 7.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for the reasonable cost of repair of any damage to the Common Elements or to any other Unit caused by such Unit Owner's failure to properly maintain, repair or replace any portion of his Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. If the Owner of a Unit containing Controlled Facilities which the Unit Owner is responsible to maintain, repair or replace pursuant to the Community Documents fails to maintain, repair or replace such Controlled Facilities, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such Controlled Facilities, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth

in Section 11.3 below. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his Unit caused by the Association's failure to properly maintain, repair or replace any portion of the Common Elements or any portion of a Unit or the Limited Common Elements appurtenant thereto which is to be maintained, repaired or replaced by the Association.

Section 7.5. Chart of Maintenance Responsibilities. Representative examples of the respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement of the Units, Common Elements (Common Facilities and Controlled Facilities) and Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities) are set forth in the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws, as amended from time to time. The Chart of Maintenance Responsibilities is not intended to describe or encompass every maintenance function or to delineate all respective responsibilities among the Unit Owners and the Association.

Section 7.6. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Community, including the right to enter upon the exterior portion of a Unit for any proper purpose, at reasonable times and in a reasonable manner, upon such notice to an affected Unit Owner, if any, as shall be reasonable under the circumstances. In case of an emergency, no such notice is required and the right of entry shall be immediate, whether or not the Unit Owner is present at the time. By way of example and not of limitation, any authorized person shall have the right to enter upon any portion of the Community for the purpose of correcting any condition threatening the health or safety of occupants of the Community, or damage to a Unit or the Common Elements; for the purpose of performing installations, alterations, maintenance or repairs; for the purpose of reading, maintaining, repairing and/or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities under this Article VII, including without limitation the verification and/or correction of any Unit Owner's performance hereunder.

ARTICLE VIII

EASEMENTS

Section 8.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including without limitation, any streets constructed within the Community until or unless such streets are accepted for dedication by the Municipality, subject, nevertheless, to the Association's right to promulgate Rules and Regulations concerning the use and enjoyment of the Common Facilities. In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created or described, as applicable:

8.1.1. Declarant's Use for Sales Purposes. As permitted by Section 5217 of the Act, the Declarant shall have the right to maintain one or more sales offices,

management offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by the Declarant, even if such Units are under contract with a Unit purchaser. The Declarant reserves the right to place models, management offices and/or sales offices on any portion of the Common Facilities or in a Unit in such a manner, or such size and number and in such locations as the Declarant deems appropriate. The Declarant may from time to time relocate models, management offices and/or sales offices to different locations within the Community notwithstanding that the Community Documents may otherwise preclude such use in those locations. Declarant may enter into agreements with one or more Builders pursuant to which Declarant may grant to any Builder the right to maintain one or more sales offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by a Builder.

8.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby made subject to easements in favor of the Declarant and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including the Municipality and any applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Community. The easements created in this subsection 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 (including, without limitation, propane 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 the Units and Common Elements. Notwithstanding the foregoing provisions of this subsection, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or a Builder, or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

8.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Units and/or Common Facilities not improved with buildings for the purpose of constructing, maintaining, replacing and correcting facilities for the drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities, including without limitation, a NIDMA. The easement created by this subsection 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.

8.1.4. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to subject any portion of the Community not located within a building to easements, and to grant, sell and convey easements for the purpose of benefiting the Community and/or any tract of land adjacent to or near the Community. Without limiting the generality of the preceding sentence, the Declarant may subject the Community to access easements, storm water management easements and/or utility

easements to be used by or jointly with adjoining or nearby properties. In the event that Declarant grants one or more easements to benefit real estate not within the Community or any person not an owner or occupant of the Community, then the owner of the benefited real estate or the person benefiting from the easement shall share on a pro rata basis in the costs of maintaining, repairing and/or replacing such easements and/or any facilities or improvements constructed therein.

8.1.5. Declarant's Easement to Facilitate Completion, Conversion and Expansion. The Declarant reserves an easement on, over and under all portions of the Community except on, over or under any existing building, as may be reasonably necessary for the purpose of discharging Declarant's obligations, however arising, or exercising Special Declarant Rights, including but not limited to, the development of Convertible Real Estate, Withdrawable Real Estate, Additional Real Estate and/or other real estate, for all purposes relating to the construction, development, leasing and sale of improvements within the Community and 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. The Declarant's easements hereunder shall remain in full force and effect on, over and under any portions of the Withdrawable Real Estate, even after said portion(s) have been withdrawn from the Community.

8.1.6. Temporary Easement for Construction. Without limiting the generality of the easements reserved unto Declarant in Subsection 8.1.5 above, for so long as Declarant has development and/or construction obligations anywhere in the Community, Declarant reserves unto itself, its successors, assigns, agents, employees and contractors, the right to enter onto the exterior portion of any Unit within the Community as may reasonably be necessary to facilitate the Declarant's construction, repair or replacement activities, including but not limited to, for the construction of improvements on the Common Facilities, for the completion of grading on the Unit or on adjacent Units, for the construction of Dwellings or other buildings on the Unit and/or on adjacent Units or portions of the Common Facilities, for the construction, reconstruction and/or relocation of any type of utility facilities, and for the construction of facilities for surface water run-off and control as may be necessary for the orderly and safe development of the Community; provided however, that the Declarant shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit and shall promptly repair any damage to a Unit resulting from the Declarant's exercise of such rights.

8.1.7. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the exterior portions of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance, repair or replacement for which they are responsible, and to perform such items of maintenance, repair or replacement on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection, maintenance, repair, and replacement of any portion of a Unit for which the Association is responsible, the

Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, and (iv) for inspection, verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX hereof, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this subsection.

8.1.8. Easement for Encroachments. To the extent that any Unit or portion of the Common Elements encroaches upon any other Unit or portion of the Common Elements 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 the Units after construction, reconstruction or repair shall be in substantial accord with the descriptions thereof set forth in the Declaration. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve the Unit Owner (including a Builder) of liability in the case of willful misconduct nor the Declarant, a Builder or their respective agents or any contractor, subcontractor or materialman or any other person of liability for failure to comply materially with the Plats and Plans.

8.1.9. Unit Owner's Use for Construction Purposes. Upon obtaining the prior consent of the Executive Board, a Unit Owner shall have a nonexclusive access easement through the Common Facilities as may be reasonably necessary for the purpose of construction, repair or renovation of such Unit Owner's Unit, subject, however to the requirements of this Declaration, including but not limited to, Articles II, VI, VII and IX, and provided that the exercise of such easement rights shall not adversely affect the use and enjoyment of the Common Facilities by other Unit Owners or the Association. The Association shall have the rights and powers granted to an association by the provisions of Section 5218 of the Act. A Unit Owner who exercises the easement rights hereunder, whether directly or indirectly through an agent, servant, contractor or employee, shall have the obligation to promptly return any portion of the Common Facilities damaged by the exercise of the easement under this section to the appearance, condition and function which existed prior to the exercise of the easement, or to reimburse the Association for all reasonable costs, fees and expenses incurred by the Association to return any portion of the Common Facilities so damaged to the appearance, condition and function which existed prior to the exercise of the easement rights granted hereunder.

8.1.10. Easement of Access and Passage.

(a) Subject to (b) below, a non-exclusive easement of access and passage is hereby created, granted and conveyed on, over and across all private streets within the Community for the purpose of ingress, egress and regress to and from all portions of the Community and between the Community and the public streets that serve the Community for the benefit of the Association, its agents, contractors, employees, and invitees and all present and future Owners, occupants and guests, public safety personnel such as police, fire and rescue personnel, and emergency medical personnel;

service providers such as trash collectors; delivery vehicles; school busses; mail delivery personnel and other similar and dissimilar persons or entities (collectively, "Benefited Persons"). To the extent that any sidewalks are located within the rights of way of such private streets, a non-exclusive easement of access and passage is hereby created, granted and conveyed upon, through, over and across such sidewalks for the benefit of Benefited Persons for ingress, egress and regress to and from all portions of the Community and between the Community and public streets serving the Community.

(b) During the Development Period, the access rights granted in (a) hereof shall not be used in connection with the development of any land not located within the Community without the prior written consent of Declarant, which may be withheld in Declarant's sole discretion.

8.1.11. Declaration of Deed Covenants Affecting Preserved Open Space. 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 Links At Gettysburg, L.L.C. has granted to the Unit Owners and the residents of the Community (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.

8.1.12. Easement to Benefit Preserved Open Space. Those portions of the Community, including any Dwellings or other buildings, 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, whether on foot or by the use of a golf cart.

8.1.13. NIDMA Easement. The Association, and if necessary, the Declarant, shall be obligated to grant easements over the Common Elements to a NIDMA as required by the NIDMA for ownership of those NIDMA Facilities located on the Common Elements.

8.1.14. Emergency Access and Drainage Easement. The Emergency Access and Drainage Easement Agreement described in Section 1.5.11 creates certain easements across portions of the Golf Course to benefit the Community for the purposes of emergency access and storm water drainage.

8.1.15. Declaration of Access Easements. The Declaration of Access Easements described in Section 1.5.12 creates certain access easements across those portions of Savannah Drive located within Garrison Falls At The Links At Gettysburg, A Planned Community to benefit owners and occupants within the PGC, including owners and occupants of the Community, and others, for the purpose of access to and from Mason Dixon Road.

ARTICLE IX

USE RESTRICTIONS

Section 9.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant and any Builder, shall have the same rights and duties that are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

9.1.1. Permitted Use. The Units in the Community (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use and may not be used for any other purposes by the Unit Owner or occupant. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of Mount Joy Township, as the same may be amended from time to time, and further provided that the prior written approval of the Executive Board is obtained.

9.1.2. No Unlawful Purposes. No Unit Owner may permit his Unit to be used or occupied for any prohibited or unlawful purpose.

9.1.3. Preservation of Exterior of Units. The Declarant will establish the structural location, architectural style and exterior appearance of each Dwelling and other improvements that are first constructed upon a Unit (whether by the Declarant, a Builder or their respective designees), all of which are intended to be preserved to maintain the overall appearance and continuing value of the Units within the Community. To accomplish this intention, the following requirements are hereby created and imposed:

(a) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, the exterior structural and aesthetic appearance and architectural style of all exposed portions of all Units, including the Dwelling itself and other structures or improvements constructed upon a Unit, shall not be altered in any way that would change the appearance of such Units as first constructed.

(b) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, exterior elements of Buildings such as patios, porches, decks, stoops, landings, breezeways and stairs shall remain as first constructed and shall not be painted, covered, enclosed, removed, or otherwise obstructed or modified in appearance.

(c) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, Limited Common Elements appurtenant to Units shall remain as first constructed and shall not be obstructed or modified in appearance.

(d) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof: (i) the exterior colors of all exposed portions of all improvements constructed upon Units shall remain the same as originally installed, including, but not limited to the colors of siding, roof shingles, trim materials, doors, windows, shutters, garage doors, porches, patios, stoops and decks and any railings constructed thereon, and driveway/parking surfaces; and (ii) all replacement materials, whether structural or covering, shall perpetuate the same colors as originally installed in order to provide a consistent color scheme.

9.1.4. Unit Condition. Each Unit Owner shall be solely responsible for maintaining the interior of his Dwelling. Each Unit Owner and/or the Association shall be responsible for maintaining the exterior of the Dwelling and the Unit grounds in a clean, sanitary, safe and attractive condition, in accordance with the allocation of responsibilities set forth in this Declaration, the "Chart of Maintenance Responsibilities" (as it may be amended from time to time) attached as Exhibit A to the Bylaws, and all Rules and Regulations in effect from time to time.

9.1.5. Landscaping. Each Unit Owner and the Association shall be responsible for maintaining the exterior grounds of such Unit, including, but not limited to, any landscaping, in a clean, sanitary and attractive condition, in accordance with the allocation of responsibilities set forth in the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws (as it may be amended from time to time) and all Rules and Regulations in effect from time to time.

9.1.6. Materials. Except as otherwise approved by the Executive Board in accordance with Subsection 6.1.2 hereof, all landscaping in front yards shall consist of natural materials, e.g., shrubs, trees, bushes, rocks, timbers, etc., and shall not include any artificial or man-made articles, e.g., statues, figures, birdbaths, windmills, etc.

9.1.7. Signs. No sign, advertising poster or billboard of any kind shall be displayed to the public view in or on any Unit without the prior written consent of the Executive Board, except for directional signs established by the Declarant or its designee, or signs used by the Declarant, or a Builder to advertise Units for sale or rent. The Unit Owner of a particular Unit shall be permitted to place a sign upon the Unit for the purpose of advertising the Unit for sale or rent, subject to the provisions governing signs contained in the Rules and Regulations.

9.1.8. Outbuildings; Temporary Structures. No detached outbuildings shall be permitted upon a Unit. No structure of a temporary character, trailer, tent, shack, or other temporary out-building shall be constructed or used on any Unit at any time, either temporarily or permanently, without the prior consent of the Executive Board. Carports and other similar coverings for vehicles shall be prohibited. Notwithstanding the provisions of this Subsection 9.1.8, the Declarant or a Builder may construct and maintain on any Unit it owns temporary buildings, structures and vehicles used in connection with the initial construction of improvements on any portion of the Community.

9.1.9. Satellite Dishes; Antennas.

(a) As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Receptions Devices ("OTARDS") rule (the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Subject to Subsections 9.1.9 (b), (c) and (d) below, certain OTARDS shall be permitted to be installed within certain portions of the Community as set forth in the Rules and Regulations, which are intended to comply with the FCC Rule.

(b) Notwithstanding Subsection 9.1.9 (a) above and in lieu thereof to the extent permitted by the FCC, the Executive Board shall have the right to install one or more OTARDS on or within any Common Facility portion of the Community as it deems appropriate, for the purpose of making the benefit of such facilities available to Unit Owners in the Community. Any such facilities installed to benefit Unit Owners shall be a Common Element, and the costs and expenses of operation, installation, maintenance and repair shall be a Common Expense, allocated in accordance with the provisions of Section 11.3 hereof.

(c) This Subsection 9.1.9 shall apply in all respects to all OTARDS installed by tenants or other non-owner occupants of a Unit.

(d) In the event that any of the provisions of Subsection 9.1.9 contradicts any rules, rulings or determinations of the Federal Communications Commission or any other agency having jurisdiction as are then in effect, the then-current rules, rulings, or determinations of the FCC or such other agency having jurisdiction shall prevail. It is the intent of this Subsection 9.1.9 that it shall comply in all respects with applicable governmental statutes, regulations, rules, rulings and/or determinations, and the Association, through the Executive Board, shall have the right to amend the OTARD Rules and Regulations from time to time as necessary to effect this intent.

9.1.10. Fences. Fences may be constructed by Unit Owners (i) in accordance with plans and specifications for fences established by the Executive Board from time to time, or (ii) subject to the prior written approval of the Executive Board in its sole and absolute discretion (but subject, in either case, to Section 9.3 hereof). All requests for approval of fences shall be made in writing. All fences shall conform to the architectural style of the Dwellings in the Community. No chain-link, stockade or similar fences shall be permitted.

9.1.11. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted in any Unit. All permitted pets shall be housed in a Dwelling and no exterior housing of pets shall be permitted on any Unit or on

any part of the Common Facilities. No animals shall be kept, bred, or maintained anywhere within the Community for commercial purposes.

9.1.12. Swimming Pools. In-ground swimming pools, hot tubs and customary accessory structures may be installed by Unit Owners, subject to the prior written approval of the Executive Board in accordance with Subsection 6.1.2 and Section 9.3 hereof. Unit Owners shall be solely responsible for obtaining all necessary governmental permits and approvals, including any zoning approval required by Mount Joy Township. No above-ground swimming pools shall be permitted on any Unit.

9.1.13. Storage Tanks. No above-ground or underground tanks for storage of petroleum products or propane shall be permitted on any Unit.

9.1.14. Use of Streets. All private streets within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and invitees. Except as may be specifically authorized by the Executive Board, private streets shall not be used as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited.

9.1.15. Use of Common Elements. There shall be no obstruction of the Common Elements. Nothing may be placed or stored on the Common Elements without the prior written approval of the Executive Board. Nothing may be done on the Common Elements that would in any way interfere with the use and enjoyment of any Unit Owner or occupant within the Community. The Executive Board may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

9.1.16. Limitations on Application of Restrictions. The restrictions set forth in this Section 9.1 shall not apply to the Declarant, or the Declarant's agents or employees, or to a Builder during the course of construction of improvements upon any portion of the Community to the extent that the restrictions would interfere with such construction.

9.1.17. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement and maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board, the Architectural Review Committee, or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Architectural Review Committee, the Executive Board, nor the Association shall be liable for any defects in any

plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community..

9.1.18. Drainage. No Unit Owner shall interfere with, or permit, suffer, or cause the interference with, the established drainage pattern over his Unit from adjoining or other Units or portions of the Common Facilities. A Unit Owner shall make adequate provision for proper drainage from any other Unit or Common Facilities in the event that the established drainage over his Unit is changed or altered by his use of, occupation of, maintenance of, addition to, alteration of, or improvements to, his Unit. For the purpose hereof, "established drainage" is defined as the drainage that will occur at the time the overall grading of the Units and Common Facilities, including the landscaping of each Unit and the Common Facilities, is completed, including, but not limited to within any drainage easement areas, whether part of the Common Facilities, or designated as Controlled Facilities in accordance with the provisions of this Declaration.

9.1.19. Subdivision. Subject to the provisions of Sections 2.3 and 2.4 hereof, no Unit shall hereafter be subdivided or re-subdivided by any Unit Owner, nor shall any Unit Owner transfer or convey title to any part or portion of any Unit, except for a transfer or conveyance of title to the whole of said Unit. Any attempt to transfer or convey title to a part or portion of any Unit in violation of the provisions of this Subsection 9.1.19 shall be null and void and of no effect.

9.1.20. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Community, may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 9.2. Intentionally Omitted.

Section 9.3. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 9.1. The Executive Board shall submit all requests for waivers of the restrictions imposed by Subsections 9.1.3, 9.1.5, 9.1.6 and 9.1.12 to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such waiver requests. All other waiver requests may be decided by the Executive Board without prior submission to the Architectural Review Committee. The Executive Board shall answer any written request, after Notice and Hearing, within sixty (60) days after receipt of the request. Failure to do so within such time shall not constitute approval of the Executive Board to the proposed action. The Executive Board shall review waiver requests in accordance with the provisions of the Community Documents.

Section 9.4. Alterations and Improvements. Subject to the limitations of Subsection 9.1.16 hereof, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom. All costs and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of the Unit Owner.

ARTICLE X

LEASING

Section 10.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than an entire Unit) at any time and from time to time provided that:

10.1.1. All leases and rental agreements shall be in writing;

10.1.2. No lease or rental agreement shall be for an initial term of less than one (1) year. However, seasonal rentals of furnished Units for terms of less than one (1) year shall be permitted with the prior written approval of the Executive Board.

10.1.3. All leases and rental agreements shall state that they are subject to the requirements of the Community Documents and the Association;

10.1.4. A Unit Owner shall deliver a copy of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Declaration, the Bylaws and Rules and Regulations received by the Unit Owner during the term of the lease shall be forwarded by the Unit Owner to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;

10.1.5. The rights of any lessee of a Unit shall be subject to, and each lessee shall be bound by the Community Documents, and a default thereunder shall constitute a default under the lease;

10.1.6. Notwithstanding that a lease may require the lessee to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provision shall not relieve the Unit Owner of his obligation for payment of same in the event that the lessee fails to do so;

10.1.7. A copy of such lease or rental agreement or, at the discretion of the Executive Board, a memorandum of such lease or rental agreement addressing such subjects as may be required by the Executive Board, and a copy of the receipt referred to in Subsection 10.1.4, shall be furnished to the Executive Board within ten (10) days after execution of the lease;

10.1.8. A Unit Owner intending to lease his Unit shall provide his new mailing address, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit; and

10.1.9. No more than two (2) persons unrelated by blood or marriage shall occupy a leased Unit without the prior written consent of the Executive Board.

Section 10.2. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant or a Builder, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES; OTHER ASSESSMENTS; CAPITAL IMPROVEMENT FEE

Section 11.1. Definition of Common Expenses. Common Expenses shall include:

11.1.1. Expenses of administration and Maintenance of the Common Elements, subject to the provisions of Section 11.2 hereof;

11.1.2. Expenses declared to be Common Expenses by the Community Documents or the Act;

11.1.3. Expenses agreed upon as Common Expenses by the Association; and

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

Section 11.2. Apportionment of Common Expenses; Interest.

11.2.1. Subject to the provisions of Subsection 11.2.2, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined as set forth in Article II hereof in the case of General Common Expenses, and in accordance with Section 11.3 hereof in the case of Limited Common Expenses. In the event that the Community is merged or consolidated with one or more additional planned communities, as described in Section 19.3 hereof, the Allocated Interests shall be modified as described in Subsection 19.3.2 hereof. As set forth in Section 5314(b) of the Act, any

past due assessment or installment thereof shall bear interest at the rate established by the Association, provided that such rate shall not exceed fifteen percent (15%) per year.

11.2.2. As permitted pursuant to Subsection 11.3.2 hereof, until a Unit is completed to the extent required so as to permit the use thereof for its intended purpose, a Unit Owner shall be entitled to pay a reduced assessment for Common Expenses, as determined by the Executive Board. That reduced assessment shall be an amount equal to the projected Common Expense assessment for such Unit, less those items not then benefiting the Unit such as property insurance, replacement reserves and Maintenance of the Dwelling Unit. The owner of an Unimproved Unit or a Unit upon which the improvements are not complete shall be required to pay his proportionate share of the Common Expense assessments for such items as Common Element snow plowing, liability insurance, property management fees, professional auditing, and such other Common Expenses as then benefit the Unit.

Section 11.3. Special Allocations of Expenses as Limited Common Expenses.

11.3.1. Any Common Expense associated with the Maintenance of a Limited Common Element shall be assessed in equal shares against the Unit(s) to which that Limited Common Element was assigned at the time the expense was incurred.

11.3.2. Any Common Expense benefiting one or more but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

11.3.3. Any Common Expense for services provided by the Association to an individual Unit shall be assessed against the Unit which benefits from such services.

11.3.4. Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities, except as provided in Section 5319(c) of the Act.

11.3.5. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, his guests, invitees or other occupants of such Unit, the Association may, after Notice and Hearing, assess that expense exclusively against his Unit.

11.3.6. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner are enforceable as assessments under Section 5315 of the Act and may be charged to such Unit Owner as Limited Common Expense assessments.

Section 11.4. Lien.

11.4.1. The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes due. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest and reasonable costs and expenses of the association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner and charged pursuant to the Act and the Community Documents are enforceable as assessments under this Article XI. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

11.4.2. Any lien for delinquent Common Expense assessments or other charges that the 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, or to liens for real estate taxes and other governmental assessments or charges against the Unit.

11.4.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien under this Section 11.4 is required.

11.4.4. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 11.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

11.4.5. Nothing in this Section 11.4 shall be construed to (a) prohibit actions to recover sums for which Subsection 11.4.1 and/or Section 5315 of the Act create a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

11.4.6. A judgment or decree in any action brought under this Section 11.4 shall include costs and reasonable attorney's fees for the prevailing party.

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

11.4.8. 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 no more than six (6) months of assessments that came due during the six (6) months immediately preceding the date of the judicial sale, in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser.

11.4.9. Notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment, any payments received by the Association in the discharge of a Unit Owner's obligations may, at the discretion of the Executive Board, be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred by the Association in collection or enforcement and then to any delinquent assessment.

11.4.10. 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, shall be subordinate to the lien of a Security Interest on a Unit.

Section 11.5. Budget Adoption. Budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and a notice describing any capital expenditure approved by the Executive Board to all Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board within thirty (30) days after such approval, the budget or capital expenditure shall be deemed ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners 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 11.5 and Section 5303(b) of the Act.

Section 11.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 11.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 11.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 11.7. Certificate of Payment of Common Expense Assessments. Upon receipt of a written request, the 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 and any credits of surplus in favor of his Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request shall be binding on the Association, the Executive Board and every Unit Owner.

Section 11.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 11.2 and 11.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Special Assessments shall be due and payable in one or more installments at such times determined by the Executive Board to be advisable.

Section 11.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common

Expense assessment levied against his Unit, 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.

Section 11.10. Commencement of Common Expense Assessments. Until the Association makes a Common Expense assessment, Declarant shall pay all expenses of the Community. After any assessment has been made by the Association for Common Expenses, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

Section 11.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common 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 such successor agrees to assume the obligation.

Section 11.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 11.13. Working Capital Fund. Commencing upon the First Settlement and thereafter at the closing with each Initial Third Party Purchaser, the Association shall collect from each such Initial Third Party Purchaser the sum of Three Hundred Dollars (\$300.00), of which amount Two Hundred Twenty-Five Dollars (\$225.00) shall be deposited and held in a separate account and shall be used by the Association for any proper Association purposes, and Seventy Five Dollars (\$75.00) shall be deposited and held in a separate account and shall be used by the Master Association for any proper Master Association purposes. The foregoing sentence shall not apply to the conveyance of Unimproved Units to a Builder. The Declarant shall not use the working capital fund to defray any expenses with respect to construction of the Common Elements or development of the PGC for which the Declarant is obligated; however, the working capital fund may be used by the Association or the Master Association to offset any deficits in their respective budgets. No amount paid hereunder shall be considered an advance payment of regular Common Expense or Common Infrastructure Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association or the Master Association upon the subsequent conveyance of his or her Unit or otherwise.

Section 11.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, respectively, shall, at the discretion of the Executive Board, (i) be credited to each Unit in accordance with Section 5313 of the Act and shall be applied to subsequent assessments against each such Unit until exhausted, or (ii) be included in the budget of the Association for the ensuing fiscal year of the Association, to be applied against the payment of Common Expenses, Limited Common Expenses, or to fund reserves. A reasonable amount of operating capital maintained by the Association shall not be deemed to be surplus funds as described in this Section 11.14.

Section 11.15. Association Records. During the period of the Declarant control of the Association, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, for the period commencing on such date, a record for each Unit in the Community, including those owned by the Declarant or a Builder, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 11.7 of the Declaration and Section 5407 of the Act (regarding resale of a Unit). All Association financial records and other Association records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.16. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request therefor, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

Section 11.17. Capital Improvement Fee. Upon the resale of a Unit, the Association may impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act. Such fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit. Capital Improvement Fees allocated by the Association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. No fee shall be imposed on any gratuitous transfer of a Unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution as defined by the Housing Finance Agency Law.

ARTICLE XII

DECLARANT CONTROL OF THE ASSOCIATION
AND SPECIAL DECLARANT RIGHTS

Section 12.1. Control of the Association.

12.1.1. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest of:

(a) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant,

(b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or a Builder has ceased to offer Units for sale in the ordinary course of business, or

(d) two (2) years after any development right to add new Units was last exercised by the Declarant.

12.1.2. Upon the expiration of the period of Declarant control of the Association described in Subsection 12.1.1 above, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

12.1.3. Notwithstanding the terms of Subsections 12.1.1 and 12.1.2 above, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Community to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board appointed by the Declarant shall resign, and a replacement member shall be elected by Unit Owners other than the Declarant.

12.1.4. Within sixty (60) days after the termination of the period of Declarant control of the Association, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

12.1.5. Not later than ninety (90) days after the termination of the period of Declarant control of the Association, Declarant shall deliver to the Association a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records and the date of termination of the period of Declarant control of the Association, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association.

12.1.6. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 12.1.2 hereof, the Unit Owners shall

have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 12.2. Special Declarant Rights. On the Effective Date, the Declarant alone, and not Links, possesses all of the Special Declarant Rights and appurtenant obligations and liabilities in and to the Community. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 12.1 hereof, the Declarant reserves unto itself all Special Declarant Rights as defined in the Act. In addition, Declarant shall have the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

ARTICLE XIII

LIMITATION OF LIABILITY

Section 13.1. 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:

13.1.1. the Executive Board; or

13.1.2. the Executive Board of the Master Association with respect to any powers delegated by the Association to the Master Association pursuant to Section 5302(a)(18) of the Act following such delegation.

Section 13.2. Indemnification of Members of the Executive Board and Officers of the Association.

13.2.1. Third Party Actions. The 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 Association) by reason of the fact that the person is or was an Executive Board member or officer of the 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.

13.2.2. Derivative Actions. The 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 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 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 Association.

13.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 13.2.1 and 13.2.2 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.

13.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 13.2 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 Association.

13.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the 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 Association), by reason of the fact that the person is or was a representative of the 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 (b) 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 Association.

ARTICLE XIV

INSURANCE

Section 14.1. Association Insurance. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in Sections 14.2 and 14.3 and in accordance with the provisions of Section 5312 of the Act. Any property or comprehensive general liability insurance carried by the 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 Unit Owners at their respective last known addresses. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

Section 14.2. Property Insurance. The Association shall obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part, insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies, all in accordance with the provisions of Section 5312 of the Act. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

Section 14.3. Liability Insurance. The 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 Elements. The policy shall name the Association's managing agent ("**Managing Agent**") and the NIDMA as additional insured parties. Upon creation of additional Property Owners Associations, the Association may agree with those other Property Owners Associations for the purpose of jointly securing liability insurance with respect to the Common Elements.

Section 14.4. Unit Owner Policies. Each Unit Owner shall be solely responsible for obtaining all property and liability insurance on his Unit in compliance with Section 5312 of the Act, including (1) property insurance on any Dwelling and/or other structures and/or improvements located upon the Unit insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Dwelling, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance 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 Unit in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) in Constant Dollars, or such other amount as may be reasonably determined from time to time by the Executive Board. The Executive Board shall provide all Unit Owners with written notice of any change in the amount of insurance required pursuant to this Section 14.4 no less than thirty (30) days before the effective date of the new requirement. A Unit Owner's insurance policies may cover losses to his Unit not covered by the insurance maintained by the Association due to a deductible provision or otherwise.

For purposes of this Section 14.4, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of June of the sixth (6th) full calendar year following the Effective Date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the year this

Declaration commences; the "Current Index Number" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Declarant during the Development Period and the Executive Board thereafter shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Section 14.5. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

14.5.1. Each Unit Owner is an insured person under the policy with respect to liability arising out of his membership in the Association.

14.5.2. The insurer waives its rights to subrogation under the policy against any Unit Owner or member of his household.

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

14.5.4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the Association's policy, the Association's policy is primary insurance not contributing with the other insurance.

14.5.5. 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 Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

Section 14.6. Fidelity Bonds. The Association may maintain a blanket fidelity bond or similar security for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three (3) months' Common Expense assessments and reserve funds on deposit. The bond shall include a provision that calls for thirty (30) days' written notice to the 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.

Section 14.7. Workers Compensation Insurance. The Executive Board shall obtain and maintain Workers Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 14.8. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 14.2 hereof, if and to the extent available at a reasonable cost.

Section 14.9. Other Insurance. The Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 14.10. Premiums and Deductibles. Insurance premiums for policies maintained by the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the Executive Board in accordance with Section 5314(c) of the Act. Insurance premiums for policies maintained by a Unit Owner shall be the responsibility of the Unit Owner. If any insurance policy maintained by a Unit Owner contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible shall be the responsibility of the Unit Owner.

ARTICLE XV

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Unit Owner's Duty to Restore. Subject to the provisions of Section 5312(h)(2) of the Act, any portion of the Community for which insurance is required to be maintained by a Unit Owner under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense.

Section 15.2. Association's Duty to Restore. Subject to the provisions of Section 5312(h)(1) of the Act, any portion of the Community for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

15.2.1. Cost. With respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration, except for the costs of repair or replacement which are not covered due to deductibles, the cost of repair or replacement in excess of insurance proceeds and reserves which have not been identified by the Executive Board to fund costs of capital expenditures budgeted for the current fiscal year of the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be a Common Expense levied by the Executive Board in accordance with the provisions of Section 5314(c) of the Act.

15.2.2. Plans. The Community must 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 Community and which have been approved by the Executive Board and the Municipality, following receipt of a recommendation from the Architectural Review Committee.

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

15.2.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and Units (to the extent that Association policies cover damage to Units), and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Community has been completely repaired or restored, or the Community is terminated.

15.2.5. 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 any portion of the damaged or destroyed Community 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.

15.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, 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 the county in which the Community is located, from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.

ARTICLE XVI

AMENDMENTS TO DECLARATION

Section 16.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XXI, XXII and XXIII of this Declaration, or by the Association pursuant to Section 16.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may

be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 16.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 16.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in every county in which any portion of the Community is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 16.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

Section 16.5. Special Declarant Rights. Provisions in this Declaration or in the Act creating or modifying Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.6. Corrective Amendments. If any amendment is necessary or advisable in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, or to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or the Association, or to make a reasonable accommodation or permit a reasonable modification in favor of the handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents or employees, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Community, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 16.6 and Section 5219(f) of the Act.

ARTICLE XVII

AMENDMENTS TO BYLAWS

Section 17.1. Amendments to Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, 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 described in Section 16.6 hereof.

ARTICLE XVIII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 18.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Community Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners 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 Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 18.2. Right to Notice and Hearing. Whenever the Community Documents 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, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners 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 and shall be given no less than five (5) days before the hearing is to occur. 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.

Section 18.3. 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. Otherwise, the decisions of the Executive Board shall be final.

ARTICLE XIX

POWERS OF THE ASSOCIATION

Section 19.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made

on account of any assessment against any Unit for Common Expenses and Limited Common Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged.

Section 19.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.2.1 hereof, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to the Master Association, provided that such assignment or delegation is effected in accordance with and subject to the provisions of Section 5222 of the Act. The Association shall also have the right to accept any assignment or delegation of powers from one or more Property Owners Associations, provided that such acceptance or assignment is effected in accordance with and subject to Section 5222 of the Act. 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 of the Association shall not be personally liable for monetary damages for any action taken, or any failure to take any action, by the Executive Board of the Master Association.

19.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to the Master Association under Section 5222 thereof, without the consent of any Unit Owner or holder of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation. The Declarant shall also have the right to accept on behalf of the Association any assignment or delegation of powers from one or more Property Owners Associations. There are no other limitations on this right to delegate powers of the Association to a master association, except as provided in Subsection 19.2.2 hereof.

19.2.2. Initial Responsibilities. Notwithstanding any provision of Section 19.2 or Subsection 19.2.1 hereof, the Master Association shall initially exercise the powers of the Association listed below.

(a) OSRA. The Master Association shall be responsible for Maintenance of the OSRA and any improvements thereto in a good, safe and attractive condition, and assessment of the cost of such Maintenance against the members of the Association and any other Property Owners Association in accordance with the Master Association Declaration.

(b) PGC Trails. The Master Association shall reimburse the Declarant or any successor owner of the Preserved Open Space for all costs incurred for the Maintenance of that portion of the PGC Trails located in the Preserved Open Space. In addition, the Master Association shall be responsible for the Maintenance of those portions of the PGC Trails located within the boundaries of the PGC Communities, and shall assess the cost of such Maintenance against the members of the Association, the members of any other Property Owners Association, and the owner of the Hotel/Conference Center in accordance with the Master Association Declaration.

(c) Entrance Signs. The Master Association shall reimburse the Declarant or any successor owner of the Golf Course for all costs 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 Association, the members of any other Property Owners Association and the Golf Course Owner in accordance with the Master Association Declaration.

(d) Community Amenities. The Master Association shall be responsible for the operation, financial administration and Maintenance of the Community Amenities in accordance with the Master Association Declaration.

(e) Reserves. The Master Association may make assessments against the Golf Course Owner, the Hotel/Conference Center owner, the members of the Association and the members of any other Property Owners Association for the creation of reserves for the future Maintenance of the Common Infrastructure Elements, in accordance with the Master Association Declaration.

Section 19.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.3.1 hereof, the Association shall have the power to merge or consolidate the Community with one or more other planned communities into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act, and further provided that the merged planned communities are all located within the boundaries of the PGC Property.

19.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation; provided that the merged or consolidated communities shall not extend beyond the boundaries of the PGC Property. There are no other limitations on this right to merge or consolidate the Community with other planned communities.

19.3.2. Restrictions. The buildings and the Units that are part of other PGC Communities merged or consolidated with the Community must be architecturally compatible with (but not necessarily the same as) the Units in the Community. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units created in the other PGC Communities merged with the Community, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, *et al*). Because the Declarant may make changes to the plans for additional communities within the boundaries of the PGC Property prior to obtaining final Township subdivision and land development plan

approval and recording, no assurances are made regarding the exact lot configuration, description or location of any other buildings, improvements, common elements or limited common elements that may be created in the additional PGC Communities. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional communities. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than eight hundred (800) Units. In the event that the Community is merged with one or more additional planned communities as described in Subsection 19.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) 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 units in the merged or consolidated planned communities (including the Community), (2) multiplying the aforementioned decimal number by a factor to be assigned by the Declarant, pursuant to Subsection 2.1.2 hereof. In the event that the Declarant does not merge or consolidate the other planned communities with the Community, the assurances contained in this Section 19.3 shall not apply in any way to the other PGC communities or any portion thereof.

Section 19.4. Conveyance or Encumbrance of the Common Elements. If Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant or a Builder, agree, any one or more portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Elements by the Association shall be effected in strict accordance with Section 5318 of the Act.

Section 19.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 19.4 hereof shall exercise its rights against the Common Elements before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Elements, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. No other property of a Unit Owner is subject to the claims of creditors of the Association. Any Unit Owner may have his 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. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

ARTICLE XX

COMMUNITY AMENITIES; GOLF COURSE;
BED AND BREAKFAST; HOTEL/MOTEL; HOTEL/CONFERENCE CENTER;
NEIGHBORHOOD IMPROVEMENT DISTRICT;
COMMUNITY WATER AND SEWER SYSTEM

Section 20.1. Community Amenities. Certain amenities including a swimming pool and a community center with meeting rooms, locker rooms, a pool house with restrooms, and other facilities (collectively, the "**Community Center**") have been constructed on the PGC Property. The Community Center will be owned, operated and maintained by the Master Association (except for the pool house, which will remain part of the Preserved Open Space, subject to an easement permitting use of the mechanical facilities located on the ground floor of the pool house by the Master Association). In addition to the Community Center, construction of which is complete, Declarant intends to construct two (2) tennis courts on the PGC Property, and may (but is not obligated to) construct other recreational facilities. The Community Center and tennis courts and other facilities are referred to herein as the "**Community Amenities**".

20.1.1. Community Amenities Membership Fund. Each Initial Third Party Purchaser shall be obligated to pay a nonrefundable contribution of Four Thousand Five Hundred Dollars (\$4,500.00) to a "Community Amenities Membership Fund" ("**CAM Fund**"), the purpose of which is to defray the cost of building and maintaining the Community Amenities, and which may also be used by the Declarant to defray the cost of construction of the PGC Trails, the OSRA, and other recreational facilities. This 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 20.1.4 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 Dwelling Unit Purchasers 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. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account established by the Master Association Declarant for this purpose. 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 such Unit or otherwise. Upon completion of construction and the repayment of the indebtedness incurred to finance the construction 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.

20.1.2. Use by Hotel/Conference Center. Although the Hotel/Conference Center 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, as hereinafter defined, 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 in accordance with the provisions of the Master Association Declaration.

20.1.3. 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) payment at this time of an annual membership fee of 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 at this time of an annual membership fee of 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.

20.1.4. 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 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 shall be a Common Infrastructure Expense and shall be payable in annual installments in addition to the monthly Common Infrastructure Expense assessments levied against each Unit by the Master Association. 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 the provisions of the Master Association Declaration. Subsequent Dwelling 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.

20.1.5. PGC Trails and OSRA. The Declarant may draw upon the CAM Fund to defray the cost of constructing the PGC Trails and the OSRA. As described in Section 20.4 hereof, the Declarant may also use the proceeds from NID Bonds to defray such construction costs. If any proceeds from the NID Bonds are used to finance construction of the PGC Trails and/or the OSRA, then the PGC Trails and/or the OSRA, as appropriate, will be owned by the NIDMA. Otherwise, the portion of the PGC Trails and the OSRA located within the Preserved Open Space shall be owned by the Golf Course Owner, and the portion of the PGC Trails and the OSRA located within the Community (if any) shall be owned by the Association. Whether financed by CAM Fund contributions, NID Bond proceeds or otherwise by the Declarant, construction of the PGC Trails is expected to follow a phased plan that corresponds to construction of various phases of the Community, and ultimately, the PGC. The right of Unit Owners and occupants to use the PGC Trails and the OSRA, which is granted in the Open Space Declaration, will not be affected by how they are financed and owned.

Section 20.2. Golf Course. The Golf Course Owner is the owner of the Golf Course located on the PGC Property. The Golf Course is a separately owned property and is not part of the Community. The Declarant makes no representations regarding the future use or uses of the Golf Course by the Golf Course Owner or any successor in interest of the Golf Course Owner. Neither the Association, the Master Association, any Unit Owner, or any other person gains any property right, ownership interest or other right, title or interest in the Golf Course, nor any right to use or gain membership in the Golf Course by virtue of ownership of a Unit, or otherwise as an incident or appurtenance of any PGC Community. However, use of the Golf Course shall be available to all Unit Owners in the PGC on a club membership or daily fee basis, subject to compliance with the Golf Course rules and regulations applicable to the public at large.

Section 20.3. Bed and Breakfast; Hotel/Motel; Hotel/Conference Center; Time Share Units. The Declarant or an affiliate shall have the right, but not the obligation, to construct a bed and breakfast facility, a hotel/motel and/or a hotel and conference center ("**Hotel/Conference Center**") on portions of the PGC Property. The PGC Ordinance currently limits a bed and breakfast to a maximum of twelve (12) transient rental units, and a hotel/motel or Hotel/Conference Center may contain not more than three hundred (300) lodging rooms. Any such facilities may be located proximate to the Community, but would not be included within the Community. The Hotel/Conference Center may also include dwelling units marketed on a time share basis ("**Time Share Units**"). If constructed, the Hotel/Conference Center will be limited in size to a maximum of 300 guest rooms and Time Share Units, in the aggregate. The Hotel/Conference Center may also be expected to contain conference and meeting facilities, and may contain one or more buildings, containing hotel rooms, Time Share Units, or both. If and when the Hotel/Conference Center is constructed, its owner shall be responsible for payment of a portion of the Common Infrastructure Expenses assessed by the Master Association, as provided in the Master Association Declaration.

Section 20.4. Neighborhood Improvement District.

20.4.1. Financing; Assessments. Certain public improvements built on the Common Elements may 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 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. The annual assessment shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per Unit. The assessments may be prepaid in whole at any time by payment of a lump sum determined in accordance with the method of apportionment of the assessments approved by Mount Joy Township. A NIDMA created under the NID Act will administer the Assessment District and take title to the public improvements located therein.

20.4.2. NIDMA Facilities. The public improvements may include, but are not limited to, the interior streets, emergency access driveways, street lighting, and landscaping within the Community; and storm water management facilities, the PGC Trails, the OSRA, a bridge over Lousy Run, widening of Mason-Dixon Road and an underpass under Mason-Dixon Road for golf carts and pedestrians (required by Mount Joy Township as a condition for its approval of the PGC), all of which are located within the Assessment District (collectively, the "**NIDMA Facilities**"). The proceeds of the NID Bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs. In the event that the NID Bonds are not issued or placed, the Declarant shall be responsible for construction of the improvements located on the Common Elements in the Community. Ongoing Maintenance of the NIDMA Facilities will be performed by the Association and the Master Association, and, with respect to the PGC Trails located in the Preserved Open Space, the Golf Course Owner, under contracts with the NIDMA ("**NIDMA Maintenance Agreements**"). Such Maintenance is expected to be financed through (i) monthly Common Expense assessments levied against each Unit by the Association, and (ii) monthly Common Infrastructure Expense assessments levied against each Unit in the Assessment District by the Master Association.

20.4.3. Ownership of NIDMA Facilities in the Community. Ownership of all NIDMA Facilities located within the Community and the real estate upon which they are located shall be as follows:

(a) Fee simple title to the Common Elements will transfer from the Declarant to the Association in accordance with the provisions of the Act.

(b) The Association will grant easements to the NIDMA for the purpose of ownership, installation, operation and Maintenance of the parcels of real estate within the Common Elements upon which the NIDMA Facilities are located.

(c) The NIDMA will own the NIDMA Facilities for the term of the series of NID Bonds issued by Mount Joy Township to finance the construction of such NIDMA Facilities, and the Association will continue to own fee simple title to the real estate upon which the NIDMA Facilities are located.

(d) 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 Association, except, however, that ownership of the improvements to Mason-Dixon Road shall revert to PennDOT.

20.4.4. Ownership of Other 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 described in the Master Association Declaration.

20.4.5. Assessment District Lien. A default on the payment of the NID Bonds will not result in an acceleration of the assessments nor an increase in the maximum annual assessments levied on each Unit within the Assessment District. However, the failure of a Unit Owner to timely pay the assessment related to such Unit will result in a municipal lien on such Unit, and a claim to secure the assessments shall be entered in the prothonotary's office of Adams County at the same time and in the same form and collected in the same manner as municipal tax claims are filed and collected, resulting in a potential foreclosure sale of the Unit as with real property tax delinquencies.

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

Section 20.5. Public Water and Sewer System. The PGC, including the Community, will be served by public water and sewer systems (respectively, the "**Water System**" and the "**Wastewater System**") consisting of wells, water storage, treatment and supply facilities, water and sewer lines, fire hydrants and wastewater pumping and treatment facilities.

20.5.1. Construction, Operation and Maintenance. The Declarant has entered into agreements with the Aqua Pennsylvania, Inc. ("**Aqua**") providing for the operation of the Water System, and Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("**SWW**") providing for the operation of the Wastewater System (collectively, the "**Water and Sewer Agreements**"). Pursuant to the Water and Sewer Agreements, the Declarant is obligated to construct: (i) in multiple phases, all water and sewer lines serving the PGC Communities; (ii) in multiple phases, the wastewater pumping and treatment facilities; (iii) one well; and (iv) raw water lines and the raw water treatment facility. The first phase of the water and sewer lines, first phase of the wastewater pumping and treatment facilities, well, and raw water lines and treatment facility are referred to herein as the "**Phase I Facilities**". The Phase I Facilities have been conveyed to Aqua or SWW, as appropriate, and are operational. Also pursuant to the Water and Sewer Agreements, Aqua has constructed supplemental water storage facilities,

including a water tank or tower, and one (1) well (the "Phase II Facilities"), which have also been conveyed to Aqua. Aqua and SWW will be responsible for ongoing operation and Maintenance of the Water System and Wastewater System, respectively; however, the Declarant will warrant the Phase I Facilities and Phase II Facilities for two years following conveyance to Aqua or SWW, as applicable. The water and sewer service lines that serve individual Units will be maintained by the Unit Owners in accordance with the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws.

20.5.2. Regulation; Service. Aqua and SWW (an Aqua affiliate) are public utility companies regulated by the Pennsylvania Public Utility Commission ("PUC"). Rates charged to Water System and Wastewater System customers are subject to PUC regulation. Billing and service will be provided directly by Aqua and SWW. For the period ending three and one-half (3 ½) years after completion of development of the PGC Communities on the PGC Property (up to a maximum of thirteen and one-half (13 ½) years), the System will serve the PGC exclusively; thereafter, it may be extended to serve other developments by mutual agreement of the Declarant and Aqua or SWW, as applicable.

ARTICLE XXI

CONVERTIBLE REAL ESTATE

Section 21.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn. There are no other limitations on this option to convert Convertible Real Estate. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Convertible Real Estate in Declarant's sole discretion, and shall be subject to the provisions of Article XXIII hereof.

Section 21.2. Assurances. If the Convertible Real Estate is converted, the Units created are expected to be located approximately as shown on the Subdivision Plan, as the same may be amended or modified by Declarant from time to time in accordance with Mount Joy Township and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit configuration, the description or location of any Dwellings or other buildings or improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than thirty-six (36) Units, subject to amendment or modification of the Subdivision Plan. Any buildings to be constructed upon Units created by the conversion of Convertible Real Estate shall be architecturally

compatible (but not necessarily the same) with the buildings and Units on other portions of the Community. No assurances are given with respect to size, quality of construction or materials. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created by the conversion of Convertible Real Estate, although there may be some differences in the restrictions applicable to different types of Units, and/or different styles of homes (e.g., single-family detached homes, townhouse style homes, *et al*). No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit created by the conversion of the Convertible Real Estate and already existing Units shall be recalculated as required by Section 2.1 hereof.

ARTICLE XXII

WITHDRAWABLE REAL ESTATE

Section 22.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn. There are no other limitations on this option to withdraw Withdrawable Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal. In the event that the Declarant withdraws all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community. If any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Withdrawable Real Estate, in Declarant's sole discretion, and shall be subject to the provisions of Article XXIII.

Section 22.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Community in accordance with the provisions of this Declaration, reciprocal easements, including but not limited to the following, shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Community, on the other hand:

22.2.1. A non-exclusive easement and right-of-way over, on, and upon any roads and streets created within the Community for ingress and egress to and from Mason-Dixon Road and any other public streets serving the Community;

22.2.2. The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Community, including, *inter alia*, electrical, gas (including without limitation propane gas), telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

22.2.3. The right to use and gain access to existing utility facilities located on the Community, including, *inter alia*, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

22.2.4. The right to enter upon the Community at reasonable times for the purpose of laying, constructing, inspecting, maintaining, repairing or removing said utility facilities.

22.2.5. Prior to withdrawing Withdrawable Real Estate, the Declarant shall execute and record a Declaration of Reciprocal Easements creating the rights above and others as may be reasonably necessary, subject, *inter alia*, to the following conditions:

(a) The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

(b) Any party exercising the easement right to install utility facilities over, under or through the Community shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Community by the owners and occupants thereof;

(c) The party exercising such easement right, at its sole cost, shall promptly restore the Community to its original condition;

(d) The expense of operating, maintaining and repairing any area or facility subject to a reciprocal easement shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors.

(e) The party exercising any easement right shall indemnify and hold harmless all other owners within the Community and/or the owners of the withdrawn Withdrawable Real Estate, as the case may be, from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted in this section 22.2.

Section 22.3. Assessment District Unaffected. A withdrawal of Withdrawable Real Estate pursuant to the right reserved by the Declarant in Section 22.1 hereof shall not affect the boundaries of the Assessment District, and any such real estate withdrawn shall remain part of the Assessment District.

ARTICLE XXIII

OPTION TO EXPAND THE COMMUNITY

Section 23.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on **Exhibit "F"** attached hereto. There are no other limitations on this option to add Additional Real Estate to the Community. Any Additional Real Estate added to the Community may be added as Convertible Real Estate and/or Withdrawable Real Estate subject to all of the provisions of Articles XXI and XXII, *inter alia*, of this Declaration, except as may be set forth to the contrary in this Article XXIII.

Section 23.2. Assurances. The Declarant makes no assurances as to the location and description of improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be fifteen (15) Units. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Additional Real Estate, although there may be some differences in the restrictions applicable to different types of Units, and/or different styles of homes (e.g., single-family detached homes, townhouse style homes, *et al*). All or part of the real estate designated as such on the Subdivision Plan may be developed for commercial uses, including the Hotel/Conference Center. An assurance is hereby given that any improvements to be constructed on the Additional Real Estate and the Units therein are and will be architecturally compatible (but not necessarily the samewith the Units in the Community. No assurances are given with respect to size, quality of construction or materials. The Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit in the Additional Real Estate and the Community shall be recalculated as required by Section 2.1 hereof. In the event that the Declarant does not add any portion of the Additional Real Estate to the Community, the assurances contained in this Article shall not apply in any way to the Additional Real Estate not added, or any portion thereof.

ARTICLE XXIV

TERMINATION OF THE COMMUNITY

Section 24.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, provided that at least eighty percent (80%) of the affirmative votes are allocated to Units not owned by the Declarant or a Builder.

ARTICLE XXV

INTERPRETATION

Section 25.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. 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.

ARTICLE XVI

SEVERABILITY

Section 26.1. 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 development and operation of the planned community which this Declaration is intended to create.

ARTICLE XXVII

EFFECTIVE DATE

Section 27.1. Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant and Links, intending to be legally bound hereby have duly executed this Declaration, as of this _____ day of April, 2011.

ATTEST:

LINKS:
THE LINKS AT GETTYSBURG, L.L.C.,
a Pennsylvania limited liability company:

By: Patricia A. Kennedy
Title: Secretary

By: Richard A. Klein
Title: President

WITNESS:

DECLARANT:
THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C., a Pennsylvania limited
liability company:

By _____
Name: Richard A. Klein
Title: Managing Member

CONSENT

On this _____ day of April, 2011:

Insignia, Inc., a Maryland business corporation ("**Insignia**"), has executed this Consent to the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Declaration**"), to which it is appended, to acknowledge, agree with, and consent to the terms and provisions of Section 1.3 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to Insignia as a consenting party to the Declaration, a Builder, and as a purchaser of Units.

IN WITNESS WHEREOF, Insignia, intending to be legally bound hereby, has duly executed this Consent, as of the day and year first set forth above.

ATTEST:

INSIGNIA, INC.:

By: _____
Name: James C. Stover
Title: Secretary

By: _____
Name: James C. Stover
Title: President

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS:
 :
COUNTY OF _____ :

On this, the _____ day of April, 2011, before me, a Notary Public, 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 said company.

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

Notary Public

(SEAL)

My Commission Expires:

_____ OF _____ :
COUNTY OF _____ : SS:

On this, the _____ day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared James C. Stover, who acknowledged himself to be the President of INSIGNIA, INC., a Maryland business corporation, and that he as such President , being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of said corporation.

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

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PC REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Mount Joy Township, Adams County, Pennsylvania, more particularly bounded and described as Lot C, Lots 1 through 3, inclusive, and Lots 5 through 16, inclusive on that certain Phase I Preliminary/Final Subdivision Plan for The Villas At the Retreat At the Links At Gettysburg recorded in Plat Book 98, Page 56.

EXHIBIT "B"

**ALLOCATED INTEREST IN COMMON EXPENSES
AND VOTES APPURTENANT TO UNITS**

Unit Number	Allocated Interest (%)	Number of Votes
Phase 1		
1	6.67	1
2	6.67	1
3	6.67	1
5	6.67	1
6	6.67	1
7	6.67	1
8	6.67	1
9	6.67	1
10	6.67	1
11	6.67	1
12	6.67	1
13	6.67	1
14	6.67	1
15	6.67	1
16	6.67	1
Total (15 Units)	100.05	15

EXHIBIT "C"

PLATS AND PLANS

The Plats and Plans for The Villas At The Retreat At The Links At Gettysburg, A Planned Community, consisting of three (3) pages dated March 24, 2011, as revised, are being filed in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, concurrently with the filing of this Declaration, and said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Mount Joy Township, Adams County, Pennsylvania, more particularly described on Exhibit A to this Declaration, EXCEPTING THEREOUT AND THEREFROM Phase I as more particularly bounded and described on the Plats and Plans for The Villas At the Retreat At the Links At Gettysburg, A Planned Community, attached to this Declaration as Exhibit C.

EXHIBIT "E"

LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Mount Joy Township, Adams County, Pennsylvania, more particularly described on Exhibit A to this Declaration, EXCEPTING THEREOUT AND THEREFROM Phase I as more particularly bounded and described on the Plats and Plans for The Villas At the Retreat At the Links At Gettysburg, A Planned Community, attached to this Declaration as Exhibit C.

EXHIBIT "F"

LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, being more particularly bounded and described as Lot B on that certain Phase 1 Preliminary/Final Subdivision Plan for The Villas At The Retreat At the Links At Gettysburg, recorded in Plat Book 98, Page 56.

EXHIBIT "G"

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, being particularly bounded and described as the "PGC Property" in that certain Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community, recorded in Adams County Record Book 4231, Page 60.

UNDER AND SUBJECT to all conveyances of record, to all covenants, conditions, restrictions, rights-of-way, easements and agreements of record, and to matters which a physical inspection or survey of the said PGS Property would disclose.

EXHIBIT "H"

EQUITABLE ASSIGNMENT DOCUMENTS

THE PC Real Estate is part of the same premises which Klein Family Limited Partnership, by its Deed dated July 21, 1997 and recorded in Adams County Record Book 1410, Page 21, granted and conveyed unto Links.

AND the said Links entered into an unrecorded Option Agreement dated June 29, 2001 (the "Option Agreement") with Richard A. Klein, an adult individual ("Original Optionee"), pursuant to which Links granted to Original Optionee, his successors and assigns, an exclusive right, subject to the terms thereof, to purchase, inter alia, the land upon which the Community is situated.

AND the said Original Optionee entered into an unrecorded Assignment dated September 19, 2002 with Realty, pursuant to which Original Optionee assigned all of his interest in the Option Agreement to Realty.

AND the said Realty and Klein Builders Group, Inc., a Pennsylvania business corporation ("KBG"), entered into a Partial Assignment of Option Agreement and an Amended and Restated Partial Assignment of Option Agreement effective as of April 24, 2006 (the "KBG Assignment"), pursuant to which both Realty and KBG held an interest in the Option Agreement as it pertains to the land upon which the Community is situated, but not in connection with Lot 4 on which is constructed The Retreat At The Links At Gettysburg, A Condominium, in which Realty has no interest, as more particularly described in that certain Addendum to Memorandum of Option Agreement and Partial Assignment of Option Agreement recorded in Adams County Record Book 4391, Page 177, which addendum evidences of record that KBG exercised its option in connection with the said Lot 4. A Memorandum of Option Agreement, Assignment of Option Agreement, and Partial Assignment of Option Agreement is recorded in Adams County Record Book 4391, Page 171. A Memorandum of Amended and Restated Partial Assignment of Option Agreement is recorded in Adams County Record Book 4635, Page 296. An Addendum to Memorandum of Amended and Restated Partial Assignment of Option Agreement is recorded in Adams County Record Book 4635, Page 301.

AND the said Links, Original Optionee, Realty and KBG entered into that certain Revocation and Termination of Partial Assignment of Option Agreement dated September 30, 2010 and recorded in Adams County Record Book 5523, Page 653 pursuant to which the parties thereto revoked, terminated and cancelled the KBG Assignment, thereby re-vesting in Realty the entire interest in and to the Option Agreement as it pertains to the land upon which the Community is constructed.

BYLAWS
OF
THE VILLAS AT THE RETREAT HOMEOWNERS ASSOCIATION

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

Date: _____, 2011



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EXHIBIT "A" - CHART OF MAINTENANCE RESPONSIBILITIES

EXHIBIT "B" - FORM RESALE CERTIFICATE



BYLAWS
OF
THE VILLAS AT THE RETREAT HOMEOWNERS ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of The Villas At The Retreat Homeowners Association ("**Association**") pursuant to the requirements of Section 5306 of the Act with respect to the planned community ("**Community**") created by the recording of the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Declaration**") among the land records of Adams County, Pennsylvania.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. § 5101, *et seq.*, as amended from time to time ("**Corporation Law**"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "**Executive Board.**"

ARTICLE II

The Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the

Community. The Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to his Unit, whether improved or unimproved, and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Adams County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the third Thursday of October of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.6 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 11.5 and 11.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meetings.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said

resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

(b) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one (1) of the three (3) members of the Executive Board designated by the Declarant shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect one successor member of the Executive Board to act in the place and stead of the member resigning. Such successor member shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earliest of (i) seven (7) years after the date of the recording of the Declaration, (ii) one hundred eighty (180) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant, (iii) two (2) years after the Declarant or any successor declarant has ceased to offer Units for sale in the ordinary course of business, or (iv) two (2) years after any development right to add new Units was last exercised, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which he or she was elected. The successor member receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which he or she was elected. The remaining successor member shall serve until the next annual meeting of the association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.5 hereof, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

2.6. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 9.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, a quorum is present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the votes in the Association are present in person or by proxy at the beginning of the meeting. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the members of the Association shall be as follows:

- (a) Roll call or other proof of quorum.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership, limited liability company or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "**Majority Vote**" means a vote by Unit Owners vested with more than fifty percent of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b) hereof, if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are allocated.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

(g) No Cumulative or Class Voting. There shall be no cumulative or class voting.

2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. In the case of multiple Owners of a Unit, the proxy shall be executed in the same manner as the certificates described in Section 2.11(b) hereof. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the members of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XII of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, rules and regulations;

- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings, or engage in arbitrations or mediations, in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements and make reasonable accommodations or permit reasonable modifications to be made to Units, the Common Facilities, the Controlled Facilities or the Common Elements, to accommodate people with disabilities (as defined by prevailing Federal, State or local statute, regulations, code or ordinance) Unit Owners, residents, tenants or employees;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 5302(a)(9) of the Act;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;

(n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments, impose a Capital Improvement Fee upon the resale of a Unit; provided that any such fee shall be imposed in accordance with Section 5203(a)(12) of the Act;

(o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

(p) Maintain property and liability insurance in connection with the Community in accordance with the provisions of the Declaration and Section 5312 of the Act;

(q) Effectuate any merger of the Community and the Association with any one or more planned communities and/or condominium(s) and its/their association, subject nonetheless to Section 19.3 of the Declaration;

(r) Delegate any powers of the Association to the Master Association in accordance with the provisions of the Declaration and Section 5302(a)(18) of the Act;

(s) Assign the Association's right to future income, including the right to receive Common Expense assessments; provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged;

(t) Invest the Association's reserve funds in investments permissible by law for the investment of trust funds, in accordance with the Prudent Investor Rule (20 PA. C.S. §7203);

(u) Elect a successor voting board member to the Executive Board of the Master Association in accordance with Section 3.2.2 of the Master Association Declaration;

(v) Exercise any other powers conferred by the Act, Declaration or Bylaws;

(w) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association;

(x) Exercise any other powers necessary and proper for the governance and operation of the Association; and

(y) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically

delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or special meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(3) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

The Executive Board and its members shall have no liability for exercising these powers provided they are exercised in good faith, in the best interest of the Association, and with care in the manner set forth in the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Community a "**Managing Agent**" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the

powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

Any contract with the Managing Agent must provide that it may be terminated with cause immediately upon providing written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Association. The term of any such contract may not exceed one (1) year.

3.5. Delegation of Powers; Master Association. The Executive Board may delegate some or all of the powers of the Association to the Master Association in accordance with the provisions of Section 5302(a)(18) of the Act. Notwithstanding the foregoing, the Executive Board shall delegate to the Master Association any powers enumerated in Subsection 19.2.2 of the Declaration.

3.6. Election and Term of Office. Subject to Article XII of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, and at which a quorum is present, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

3.8. Vacancies. Except as set forth in Section 3.6 hereof with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even

though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) hereof, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.9. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

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

3.11. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member, given by hand delivery or by mail, facsimile or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

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

3.13. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the member present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of

conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear and speak to each other.

3.14. Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.15. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these Bylaws or the Act.

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

3.17. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Association and one (1) or more of its Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.18. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a

committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.17 hereof.

3.19. Corporate Employees and Partners. Notwithstanding any other provision contained in the Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one (1) office.

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

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall make an attempt to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or special meeting of the Association. This list shall be open to inspection by all Unit Owners and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or special meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five percent (5%) of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The President, Treasurer, Assistant Treasurer, Secretary, or a Managing Agent employed by the Association, or, in their absence, any officer having access to the books and records

of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The form resale certificate attached as **Exhibit "B"** hereto shall be deemed to satisfy the foregoing provisions of the Act. The Association may charge the Unit Owner requesting such certificate or statement a reasonable fee for preparing a resale certificate and/or statement of unpaid assessments.

4.11. Amendments to the Declaration. Amendments to the Declaration that are required by the Act to be recorded by the Association, and which have been adopted in accordance with the provisions of the Declaration and the Act, shall be prepared, executed, certified and recorded on behalf of the Association by any officer of the Association designated by the Executive Board for that purpose or, in the absence of such designation, by the President of the Association.

ARTICLE V

Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, by Article VII of the Declaration, and as set forth in **Exhibit "A"** to these Bylaws.

ARTICLE VI

Compliance and Default

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

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty or other insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act. In addition, any past due assessment or installment thereof shall bear interest

at the rate established by the Association from time to time; provided that such rate shall not exceed fifteen percent (15%) per year.

6.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration, the Plats and Plans, these Bylaws or the Rules and Regulations, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVII of the Declaration.

ARTICLE VIII

Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be maintained in accordance with Article XI of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

8.3. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such

financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

ARTICLE IX

Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

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

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

CHART OF MAINTENANCE RESPONSIBILITIES

EXHIBIT "A"

THE VILLAS AT THE RETREAT HOMEOWNERS ASSOCIATION

CHART OF MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass every maintenance function or to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not necessarily coincide with the actual ownership of the component. The Unit deed determines ownership. In many cases, maintenance responsibility is allocated to the Association to ensure consistency, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Unit Owner.

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Sidewalks, including steps			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	
Driveway Surfaces			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	
Porches and Decks			
Repair		X	
Replacement		X	
Patio			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Landscaping on Unit			
Lawn Mowing	X		
Shrub and Tree Pruning (front beds only)	X		
Bed Cleaning and Weeding (front beds only)	X		
Fertilizing, Weed Control and Insect Control	X		
Mulching	X		
Leaf Removal	X		
Edging (twice annually)	X		
Replacement of Grass, Shrubs and Trees		X	
Landscaping Installed by Unit Owner		X	
Landscaping on Common Elements			
All Landscaping	X		
Snow Removal on Unit			
Sidewalks, Stoops and Front Porch	X		
Patios and Decks		X	
Driveways	X		
Fire Hydrant Access	X		
Mailbox Access		X	
Snow Removal on Common Elements			
All Snow Removal	X		
Exterior Lighting Serving Common Facilities			
Repair and Replacement of Fixtures	X		
Repair and Replacement of Wiring	X		
Bulb Replacement	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Exterior Lighting Serving Only One Unit			
Repair and Replacement of Fixtures		X	
Repair and Replacement of Wiring		X	
Bulb Replacement		X	
Electrical System			
All Portions of System Serving Only One Unit		X	
Water/Plumbing System			
All Portions of System Serving More Than One Unit***			
All Portions of System Serving Only One Unit		X	
Sewer System			
All Portions of System Serving More Than One Unit (Mains and Laterals)***			
All Portions of System Serving Only One Unit (Service Lines)		X	
Lawn Sprinkler System			
All Portions of System Serving More Than One Unit	X		
All Portions of System Serving Only One Unit		X	
Propane Supply System			
All Portions of System up to the lot line of the Unit****	X		
Connection From the lot line of the Unit		X	
Basement Leakage			
Repairs and Remedies as required		X	
Pest Control and Extermination			
Exterior Wood-Boring and Stinging Insects		X	
All Other Infestations		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Painting/Staining			
Decks		X	
Exterior Doors and Garage Doors		X	
Interior Surfaces		X	
Storm Water Drainage (Common Elements)			
Swale Maintenance, Regrading and Repair as required	X		
Insurance			
Blanket Policy Covering Common Elements Liability	X		
Unit Policy – Structure, Contents and Liability		X	
Association/Director's Liability Insurance	X		
Trash Removal			
Trash removal – pickup at curb side	X		
Recycling*****			
Maintenance, Repair and Replacement of:			
Heating and Air Conditioning Systems		X	
Water Heaters		X	
Appliances		X	
Furnace Vents		X	
Mailboxes, Standards and Posts		X	
Dryer Vents		X	
Roofing, Gutters and Downspouts		X	
Fireplaces		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
Windows			
Replacement		X	
Glass Replacement		X	
Cleaning and Maintenance		X	
Exterior Doors			
Replacement		X	
Locks, Hinges and Hardware		X	
Trim, Buck, Sill and Weatherstripping		X	
Privacy Fences			
Staining or Painting		X	
Replacement		X	
Garage Doors			
Replacement		X	
Garage Door Opener and Controls		X	
Hardware, Hinges, Locks and Tracks		X	

*In the event that, in the judgment of the Association or the Managing Agent, an exterior item listed in this column is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and shall bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Declaration**").

**JOINT represents those maintenance, repair or replacement items that are assigned to the Association to perform, but the costs of which are billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work himself or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at his sole expense, provided that he obtains prior written approval of his plans and specifications from the Executive Board in accordance with Subsection 6.1.2 and

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Article IX of the Declaration. In the event that the work is not approved by the Executive Board prior to commencement, or if, in the judgment of the Executive Board, the work is inconsistent with community standards, the Executive Board may cause the work to be corrected to acceptable standards at the Unit Owner's expense. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration. It is presently anticipated that there will be no joint maintenance items; however, the Association reserves the right to designate an item as a joint maintenance item by amending this Chart of Maintenance Responsibilities in accordance with the provisions of Section 17.1 of the Declaration.

***Maintenance, repair and replacement of main and lateral water and sewer lines up to and including the lot line of the Unit will be the responsibility of the public utilities that own and operate the Community Water System and Wastewater System.

****Maintenance, repair and replacement of propane tanks and exterior connections up to and including the lot line of the Unit will be the responsibility of the independent contractor selected to supply propane to the Community.

*****Mount Joy Township does not require recycling at the present time. Currently, Unit Owners may take recyclables to a centralized location within the PGC.

RESALE CERTIFICATE



THE VILLAS AT THE RETREAT HOMEOWNERS ASSOCIATION

RESALE CERTIFICATE

As required by Section 5407 of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101 et seq. ("Act")

Date: _____, 20__.

Resale of Unit No. _____; Section: _____.

The Villas At The Retreat Homeowners Association ("**Association**") hereby provides the information set forth below, together with a copy of the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Declaration**"), The Bylaws of The Villas At The Retreat Homeowners Association ("**Bylaws**") and the Rules and Regulations of The Villas At The Retreat At The Links At Gettysburg, A Planned Community ("**Rules and Regulations**"), in accordance with Section 5407 of the Act pursuant to the request of _____ ("**Seller**"), who intends to resell the above-described Unit to _____ ("**Purchaser**").

The Seller is not liable to the Purchaser for any erroneous information provided by the Association and disclosed in this Resale Certificate. The Seller is not liable to the Purchaser for failure to furnish the Purchaser with this Resale Certificate in a timely manner. However, the Agreement of Sale between the Seller and the Purchaser shall be voidable by the Purchaser until this Resale Certificate has been furnished to the Purchaser by the Seller and for a period of five (5) days thereafter or until conveyance of the Unit to the Purchaser, whichever occurs first.

Information Required by Section 5407 of the Act:

1. Restraints on Alienation. Neither the Declaration nor any other Community Document, as defined in the Declaration, contains any right of first refusal or any other restraint on the free alienability of the Unit that would affect the proposed resale of the Unit.

2. Assessments and Surplus Funds.

- a. The current monthly Common Expense assessment for the Unit is \$ _____.
- b. The amount of any unpaid Common Expense assessment currently due and payable, for the period from _____ until _____, is \$ _____.

- c. The amount of any unpaid special assessment currently due and payable is \$_____.
- d. The amount of any surplus funds credited to the Unit to be to be applied to reduce future assessments in accordance with Section 5313 of the Act is \$_____.

3. Other Fees. Other fees due and payable by Purchaser at Settlement are as follows:

- a. Association working capital fund contribution as provided by Section 11.13 of the Declaration in the amount of \$_____.
- b. Community Amenities Membership Fund contribution as provided by Subsection 20.1.1 of the Declaration in the amount of \$4,500.00.
- c. Adjusted annual NIDMA assessment in the amount of \$_____, reflecting an annual NIDMA assessment in the amount of \$_____, prorated for the period from _____ to _____.

4. Capital Expenditures. Capital expenditures proposed by the Association for the current fiscal year and the succeeding two (2) fiscal years are as follows:

- a. Fiscal year 20__ : \$_____.
- b. Fiscal year 20__ : \$_____.
- c. Fiscal year 20__ : \$_____.

5. Capital Reserves. The Association has accumulated reserves for capital expenditures in the amount of \$_____. Of this total reserve amount, the amounts set forth below have been designated for the specific capital projects described below:

6. Association Financial Statements. The most recently prepared balance sheet and income statement for the Association, if any, are attached hereto, and the Purchaser acknowledges receipt of the same.

7. Current Operating Budget. The current operating budget for the Association, if any, is attached hereto, and the Purchaser acknowledges receipt of the same. If the Association is newly-formed and does not have a current operating budget, then the projected operating budget is provided as an exhibit to the Public Offering Statement for The Villas At The Retreat At The Links At Gettysburg, A Planned Community and The Links At Gettysburg Planned Golf Community ("**Public Offering Statement**").

8. Judgments; Lawsuits. The following is a statement of any judgments against the Association and the status of any pending suits to which the Association is a party:

9. Insurance. The Association has obtained insurance coverage as required by Section 5312 of the Act, including property insurance as described in Section 14.2 of the Declaration, to the extent that such coverage is required, and liability insurance as described in Section 14.3 of the Declaration.

10. Alterations and Improvements. The Executive Board of the Association has the following knowledge of any alterations or improvements to the Unit or to the Limited Common Elements appurtenant thereto in violation of any provision of the Declaration:

11. Government Regulations; Environmental Matters. The Executive Board of the Association has no knowledge of any violation of applicable government regulations or of any hazardous conditions with respect to the Unit or the Limited Common Elements appurtenant thereto or the Community, pursuant to Section 5402(a)(27) of the Act, except as may be disclosed in the Public Offering Statement.

12. Leasehold Estates. There are no leasehold estates affecting the Community.

13. Cumulative or Class Voting. The Declaration does not provide for either cumulative or class voting.

14. Termination. There are no agreements to terminate the Community that have been submitted to the Unit Owners and remain outstanding.

15. Master Association. All members of the Association are also members of The Links At Gettysburg Master Association ("**Master Association**"), which is the Master Association for The Links At Gettysburg Planned Golf Community ("**PGC**"). The Master Association is described more completely in the Open Space Declaration and Master Association Declaration included as exhibits to the Public Offering Statement, and in Section 19.2 of the Declaration. In addition, the Association could become a master association itself through exercise of the rights reserved in Subsection 19.2.1 of the Declaration.

16. Time Share Estates. There are presently no Units in the Community that are owned as time share estates, nor is the creation of any such Units contemplated.

17. Merger of Community. The Declarant has reserved the special declarant right to merge or consolidate the Community with one or more other planned communities

located within the boundaries of the PGC, as more completely described in Section 19.3 of the Declaration.

WITNESS/ATTEST:

THE VILLAS AT THE RETREAT
HOMEOWNERS ASSOCIATION:

By: _____

By: _____

Title: _____

Date: _____

Attachments:

- Declaration and Amendments thereto
- Bylaws and Amendments thereto
- Rules and Regulations and Amendments thereto
- Current balance sheet and income statement, if any

RULES AND REGULATIONS

OF

THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

GENERAL

1. The Villas At The Retreat Homeowners Association ("**Association**"), acting through its Executive Board, has adopted the following Rules and Regulations ("**Rules and Regulations**"). These Rules and Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Rules and Regulations reference is made to a "**Unit Owner**" such term shall apply to the owner of any Dwelling Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

3. The term "**Declaration**" when used herein refers to the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community dated _____, 2011. The term "**Bylaws**" when used herein refers to the Bylaws of The Villas At The Retreat Homeowners Association dated _____, 2011. The term "**Managing Agent**" when used herein shall refer to any managing agent appointed by the Association from time to time. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* ("**Act**").

4. The Unit Owners shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including public areas, streets and courtyards, recreational areas, grounds, parking areas and any other appurtenances.

5. The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board.

RESTRICTIONS ON USE

6. No part of the Community shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board in its sole

discretion pursuant to Article IX of the Declaration. Each Unit shall be used as a residence for a single family, its servants and guests.

7. There shall be no obstruction of the Common Elements. Nothing shall be stored or placed on the Common Elements without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.

8. Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the Common Elements without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements that will result in the cancellation of insurance on the Unit or contents thereof or the Common Elements, or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept on any Unit or on the Common Elements, except that small propane tanks for use with outdoor gas grills may be used or stored on the Unit. No waste shall be committed on the Common Elements.

9. All garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of Mount Joy Township and any other governmental entity with jurisdiction over the Property. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash and on the evening prior to that day. No trash or trash containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Trash and recycling (if and when recycling pick-up is provided) containers may not be placed curbside before dusk on the day immediately before the designated pick-up day and must be removed by the end of the designated pick-up day.

10. Except in the Limited Common Elements appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements or on any porch, patio or deck, except for patio furniture that is maintained in a clean, neat and attractive condition. Gas grills are permitted on rear patios and decks; however, gas grills must be covered after use.

11. Streets and courtyards shall not be used as playgrounds. The use of skateboards and motorized skateboards or scooters on the Limited Common Elements or Common Elements, including the streets and courtyards, is prohibited; however, they may be used on portions of the PGC Trails as designated by the Golf Course Owner. The use of all-terrain vehicles (ATVs), dirt bikes, snowmobiles or similar motorized outdoor recreational vehicles on the Limited Common Elements, Common Elements or in the Preserved Open Space is strictly prohibited. The use of golf carts on the Limited Common Elements, Common Elements, Golf Course or in the Preserved Open Space is permitted, provided such golf carts are of a design and color approved by the Golf Course Owner.

12. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper

articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

13. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

14. Nothing shall be done in any Unit or on the Common Elements that may impair the structural integrity of any other Unit, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

15. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises in his Unit or do or permit anything that will interfere with the rights, comforts or convenience of other Unit Owners. Each Unit Owner shall keep the volume of any radio, television or musical instrument in his Unit sufficiently reduced at all times so as not to disturb other Unit Owners.

16. No "For Sale," "For Rent" or "For Lease" signs, window displays or advertising shall be maintained or permitted on any part of the Community or on any Unit, without the prior written consent of the Executive Board. The right is reserved by the Declarant, the Builder and the Executive Board or the Managing Agent to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee. Signs that are permitted pursuant to this paragraph shall be placed only in the mulched areas in front of each Unit, and in no event shall any sign be larger than twenty (20) inches by thirty (30) inches.

17. White or off-white backed draperies or curtains, or white, off-white or natural wood color blinds acceptable to the Executive Board must be installed by each Unit Owner on all windows of his or her Unit that customarily would be treated with curtains or blinds, and must be maintained thereon at all times.

18. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, siding or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, flags or any other items, except as permitted by applicable law. Awnings, canopies or shutters may be placed on the exterior of a Unit, subject to the approval of the Executive Board pursuant to Subsection 6.1.2 of the Declaration. Antennas, satellite dishes or other telecommunication equipment are permitted in accordance with Subsection 9.1.9 of the Declaration. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements, including Limited Common Elements, except in such areas as may be specifically designated for such use by the Executive Board. Porches, patios and decks shall not be used unreasonably as storage areas. No porch, patio or deck

shall be altered in any way except with the written permission of the Executive Board, and any alteration shall be done in accordance with the Declaration.

19. Display of Christmas and similar holiday decorations, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15 of the following year. Display of decorations for other holidays, including, but not limited to, Independence Day and Halloween, shall be permitted for a period beginning ten (10) days prior to the date of the holiday and ending five (5) days after the date of the holiday.

20. Additions, alterations and improvements to the exterior of Units, including, but not limited to, the exterior structural appearance or architectural style of a Unit, exterior colors of a Unit, landscaping materials, fences, swimming pools and hot tubs, may be made by Unit Owners only in accordance with the provisions of Section 6.1 and Article IX of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 6.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision. Except as otherwise provided in Article IX of the Declaration, all such requests shall be reviewed initially by the Architectural Review Committee, which shall make a written recommendation to the Executive Board to approve, disapprove or condition approval of the request. The Executive Board shall take into consideration the recommendation of the Architectural Review Committee, but shall not be bound by it.

PET RULES

21. No animals, except orderly dogs, cats and birds, shall be kept in any Unit, without first obtaining the prior written consent of the Executive Board, subject to compliance with the Declaration, Bylaws and these Regulations. In any event, no more than three (3) dogs or cats shall be kept in any Unit. Nothing contained herein shall prohibit a visually impaired Unit Owner or occupant from keeping a seeing-eye dog in his Unit.

22. A pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, or running loose on the Property. If the Executive Board determines in its sole judgment that a particular pet constitutes a nuisance to the Community, it shall have the right to request the Unit Owner, after Notice and Hearing, to remove the pet from the Community.

23. All pets must be licensed and inoculated as required by law.

24. Pet owners are fully responsible for personal injuries or property damage caused by their pets.

25. Pets shall not be walked upon the Common Elements, except for such areas as the Executive Board shall designate from time to time for that purpose. No Unit Owner

shall be entitled to keep any pet on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, animal enclosures, animal stakes or animal runs or use any Limited Common Elements or Common Elements, for the purpose of securing a space either temporary or permanent for any pet. Pets must be accompanied by an individual and maintained on a leash at all times. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited Common Elements or Common Elements. Each Unit Owner shall be responsible for cleaning up, removing and discarding in the proper receptacles all animal excrement produced by his pet immediately when walking the pet.

STORAGE

26. All personal property placed in any portion of the Property shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

PARKING

27. Unless otherwise authorized by the Association, designated parking areas and driveways may not be used for any purpose other than parking automobiles. No buses, trucks (except small pick-up trucks), trailers, boats, jet skis, recreational, commercial or oversized vehicles shall be parked anywhere within the Community other than wholly within a Unit Owner's garage. Notwithstanding the foregoing sentence, recreational vehicles (RVs) may be parked within the Community for periods of up to three days. The Association shall have the discretion to determine what constitutes a commercial vehicle and shall notify Unit Owners of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates and registrations and must be in operating condition. No vehicles shall be parked on the Community with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.

28. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

29. Vehicle parking is permitted only in designated parking areas and driveways, and parking so as to block streets, courtyards, driveways or trash receptacles is not permitted. Notwithstanding the foregoing sentence, temporary parking on the streets by Community residents, their guests, servants, hired tradesmen and other invitees is permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are

hereby expressly waived. The Unit Owner shall indemnify the Association against any costs or liability that may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

ENTRY ONTO UNITS

30. The Executive Board or the Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter upon the exterior portion of a Unit after reasonable notice and at any reasonable hour of the day (except in case of emergency, in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the control or extermination of any such vermin, insects or other pests. The Association shall have the right to enter upon the exterior portion of a Unit without prior notice to the Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjacent Unit or the Common Elements or Limited Common Elements. The Association or the Managing Agent shall further have the right to enter upon the exterior portion of a Unit at reasonable times and in a reasonable manner, without notice to the Unit Owner, for the purpose of lawn mowing, landscaping, mulching, leaf removal or snow removal on the Unit and on adjacent Common Elements and Limited Common Elements, or for any other purpose necessary for the Association to carry out its powers and responsibilities.

31. Employees and agents of the Association, including the Managing Agent, are not authorized to accept packages, keys, money (except for payments of Common Expense assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

ASSOCIATION

32. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Association's principal office or other designated address, by mail or hand delivery. Payment may be made by check or money order, payable to the Association. Payment may also be made by direct debit from the account of the Unit Owner, to the bank account and routing numbers designated by the Association from time to time. Cash will not be accepted.

33. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the

Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Association.

CONSIDERATION IN USE OF UNITS

34. All persons shall be properly attired when appearing in any of the public areas of the Community.

35. All radio, television or other telecommunication equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.

36. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any Unit or the wastewater disposal and treatment facilities, and against pouring grease or oil into drains. Detergents and soaps shall be used only pursuant to manufacturer's directions.

37. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

COMMUNITY CENTER, TENNIS COURTS, TRAIL SYSTEM, RECREATION AREA AND GOLF COURSE

38. The Community adjoins The Links At Gettysburg, an 18-hole golf course located on the PGC Property. Use of the golf course is available on a membership or daily fee basis. Unit Owners shall abide by the separate rules and regulations governing the use of the golf course as promulgated by the Golf Course Owner from time to time.

39. A swimming pool and community center with meeting rooms, locker rooms, pool house with restrooms and other facilities (collectively, the "**Community Center**") has been constructed on the neighboring PGC Property, use of which is available to Unit Owners. In addition, two (2) tennis courts are expected to be constructed elsewhere on the PGC Property, use of which will be available to Unit Owners. The Community Center and tennis courts are referred to collectively herein as the "**Community Amenities**". Unit Owners shall abide by the separate rules and regulations governing the use of the Community Amenities as promulgated by The Links At Gettysburg Master Association from time to time.

40. A system of walking trails ("**PGC Trails**") has been constructed primarily on the neighboring PGC Property. In addition, a one-acre "Open Space Recreation Area" ("**OSRA**"), which is expected to contain picnic facilities and playground equipment, and which may include a basketball court, will be constructed on the PGC Property. Use of the PGC Trails and the OSRA will be available to all Unit Owners, at their own risk.

OTHER

41. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, without the prior written approval of the Executive Board.

42. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.

43. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

44. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations, at all times.

45. Unit Owners and the Association shall have the right to use meeting rooms in the Community Center pursuant to rules and a fee schedule established by the Executive Board of the Master Association.

The VI At The Retreat Homeowners Association

Projected Operating Budget

Full Occupancy

26 Units

First Year Budget

8 Units

	Annual/Unit	Monthly/Unit	Annual/Unit	Monthly/Unit
INCOME				
Assessments	\$ 51,480.00	\$ 1,980.00	\$ 15,840.00	\$ 1,980.00
Late Charges	\$ 250.00	\$ 9.62	\$ 50.00	\$ 6.25
Miscellaneous	\$ 100.00	\$ 3.85	\$ 50.00	\$ 6.25
Total Income	\$ 51,830.00	\$ 1,993.46	\$ 15,940.00	\$ 1,992.50

EXPENSES

Administrative

Management / Accounting Fees	\$ 3,120.00	\$ 120.00	\$ 960.00	\$ 120.00
Bank Fees	\$ 100.00	\$ 3.85	\$ 100.00	\$ 12.50
Legal	\$ 500.00	\$ 19.23	\$ 300.00	\$ 37.50
Income Tax	\$ 250.00	\$ 9.62	\$ 150.00	\$ 18.75
Insurance - Liability & Property	\$ 750.00	\$ 28.85	\$ 500.00	\$ 62.50
Insurance - Directors & Officers	\$ 250.00	\$ 9.62	\$ 150.00	\$ 18.75
Postage & Supplies	\$ 624.00	\$ 24.00	\$ 200.00	\$ 25.00
Miscellaneous	\$ 150.00	\$ 5.77	\$ 50.00	\$ 6.25
Total Administrative	\$ 5,744.00	\$ 220.92	\$ 2,410.00	\$ 301.25

Maintenance

Entrance Signs & Fountain Repairs	\$ 1,600.00	\$ 61.54	\$ 400.00	\$ 50.00
Irrigation Lines	\$ 2,500.00	\$ 96.15	\$ 800.00	\$ 100.00
Hydrant Maintenance	\$ 606.00	\$ 23.31	\$ 303.00	\$ 37.88
Landscaping	\$ 13,000.00	\$ 500.00	\$ 3,500.00	\$ 437.50
Street - Repairs	\$ 1,040.00	\$ 40.00	\$ 250.00	\$ 31.25
Trash Pickup & Removal	\$ 5,408.00	\$ 208.00	\$ 1,600.00	\$ 200.00
Dumpster Fees	\$ 1,250.00	\$ 48.08	\$ 400.00	\$ 50.00
Snow Removal	\$ 10,000.00	\$ 384.62	\$ 1,546.00	\$ 193.25
Miscellaneous	\$ 292.00	\$ 11.23	\$ 157.00	\$ 19.63
Total Maintenance	\$ 35,696.00	\$ 1,372.92	\$ 8,956.00	\$ 1,119.50

Utilities

Street Lights	\$ 1,200.00	\$ 46.15	\$ 300.00	\$ 37.50
Electric for Sprinkler System	\$ 1,600.00	\$ 61.54	\$ 400.00	\$ 50.00
Electric & Water for Fountain	\$ 2,650.00	\$ 101.92	\$ 1,200.00	\$ 150.00
Total Utilities	\$ 5,450.00	\$ 209.62	\$ 1,900.00	\$ 237.50

Maintenance Reserve

Fountain Pump	\$ 1,000.00	\$ 38.46	\$ 100.00	\$ 12.50
Landscaping	\$ 1,500.00	\$ 57.69	\$ 100.00	\$ 12.50
Capital Reserve	\$ 2,500.00	\$ 96.15	\$ 2,500.00	\$ 312.50
Total Reserves	\$ 5,000.00	\$ 192.31	\$ 2,700.00	\$ 337.50

TOTAL EXPENSES

	\$ 51,890.00	\$ 1,995.77	\$ 15,966.00	\$ 1,995.75
				\$ 166.31

Total Units at Full Occupancy	430	109	109.00
The Courtyards HOA	111		
Garrison Falls HOA	77		
The Villas At The Retreat	26		
The Retreat Condominium Assoc	12		
Cavalry Chase	26		
Wader Creek	44		
Swetland	47		
The Villas At The Retreat - PNC	10	353	
Other Lands	77	430	

**TLAG Master Association
Projected Operating Budget**

	Full Occupancy 430 Units			2011 Year Budget 109 Units		
	Annual/Unit	Monthly/Unit	Annual/Unit	Monthly/Unit	Annual/Unit	Monthly/Unit
INCOME						
Assessments	\$ 164,758.80	\$ 383.16	\$ 31.93	\$ 41,764.00	\$ 383.16	\$ 31.93
Capital Contributions	\$ -	\$ -	\$ -	\$ 300.00	\$ 2.75	\$ 0.23
Community Center Rental	\$ 1,500.00	\$ 3.49	\$ 0.29	\$ 2,000.00	\$ 18.35	\$ 1.53
Community Amenities Fee	\$ 8,600.00	\$ 20.00	\$ 1.67	\$ 29,800.00	\$ 273.39	\$ 22.78
Late Charges	\$ 250.00	\$ 0.58	\$ 0.05	\$ 200.00	\$ 1.83	\$ 0.15
Membership Fees	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 27.52	\$ 2.29
Interest Income	\$ 500.00	\$ 1.16	\$ 0.10	\$ 360.00	\$ 3.30	\$ 0.28
Other - Reimbursable Hydrant Maint	\$ 6,200.00	\$ 14.42	\$ 1.20	\$ 5,150.00	\$ 47.25	\$ 3.94
Other - Reimbursable Trash Hauling	\$ 53,750.00	\$ 125.00	\$ 10.42	\$ 11,700.00	\$ 107.34	\$ 8.94
Total Income	\$ 235,558.80	\$ 547.81	\$ 45.65	\$ 94,274.00	\$ 864.90	\$ 72.07
EXPENSES						
Administrative						
Management	\$ 18,000.00	\$ 41.86	\$ 3.49	\$ 3,000.00	\$ 27.52	\$ 2.29
Bank Fees	\$ 500.00	\$ 1.16	\$ 0.10	\$ 70.00	\$ 0.64	\$ 0.05
Legal	\$ 5,000.00	\$ 11.63	\$ 0.97	\$ 400.00	\$ 3.67	\$ 0.31
Income Tax	\$ 2,000.00	\$ 4.65	\$ 0.39	\$ 800.00	\$ 7.34	\$ 0.61
Insurance - Liability & Property	\$ 10,000.00	\$ 23.26	\$ 1.94	\$ 4,550.00	\$ 41.74	\$ 3.48
Insurance - Directors & Officers	\$ 1,000.00	\$ 2.33	\$ 0.19	\$ 250.00	\$ 2.29	\$ 0.19
Postage & Supplies	\$ 3,200.00	\$ 7.44	\$ 0.62	\$ 250.00	\$ 2.29	\$ 0.19
Miscellaneous	\$ 2,208.80	\$ 5.14	\$ 0.43	\$ 554.00	\$ 5.08	\$ 0.42
Total Administrative	\$ 41,908.80	\$ 97.46	\$ 8.12	\$ 9,874.00	\$ 90.59	\$ 7.55
Amenities/Community Center/Pool						
Cable TV	\$ 1,200.00	\$ 2.79	\$ 0.23	\$ 850.00	\$ 7.80	\$ 0.65
Cleaning	\$ 4,800.00	\$ 11.16	\$ 0.93	\$ 2,600.00	\$ 23.85	\$ 1.99
Electricity	\$ 15,000.00	\$ 34.88	\$ 2.91	\$ 9,000.00	\$ 82.57	\$ 6.88
Pool Cleaning Labor	\$ 18,000.00	\$ 41.86	\$ 3.49	\$ 14,000.00	\$ 128.44	\$ 10.70
Lawn & Shrubbery Care	\$ 12,000.00	\$ 27.91	\$ 2.33	\$ 5,700.00	\$ 52.29	\$ 4.36
Trash Pickup & Removal	\$ 54,250.00	\$ 126.16	\$ 10.51	\$ 12,000.00	\$ 110.09	\$ 9.17
Open Space/Play Ground	\$ 1,500.00	\$ 3.49	\$ 0.29	\$ 250.00	\$ 2.29	\$ 0.19
PGC Trails	\$ 6,000.00	\$ 13.95	\$ 1.16	\$ 250.00	\$ 2.29	\$ 0.19
Phone Service	\$ 1,200.00	\$ 2.79	\$ 0.23	\$ 500.00	\$ 4.59	\$ 0.38
Water Testing Pool	\$ 1,500.00	\$ 3.49	\$ 0.29	\$ 900.00	\$ 8.26	\$ 0.69
Pool Repairs	\$ 11,000.00	\$ 25.58	\$ 2.13	\$ 4,000.00	\$ 36.70	\$ 3.06
Utility - Propane/Heat	\$ 7,800.00	\$ 18.14	\$ 1.51	\$ 4,800.00	\$ 44.04	\$ 3.67
Repairs - Community Center	\$ 6,000.00	\$ 13.95	\$ 1.16	\$ 1,500.00	\$ 13.76	\$ 1.15
Supplies	\$ 8,700.00	\$ 20.23	\$ 1.69	\$ 3,700.00	\$ 33.94	\$ 2.83
Utility - Water	\$ 8,200.00	\$ 19.07	\$ 1.59	\$ 5,000.00	\$ 45.87	\$ 3.82
Hydrant Maintenance Fee	\$ 6,500.00	\$ 15.12	\$ 1.26	\$ 5,350.00	\$ 49.08	\$ 4.09
Repairs - Non Community Center	\$ 5,000.00	\$ 11.63	\$ 0.97	\$ 2,000.00	\$ 18.35	\$ 1.53
Total Maintenance	\$ 168,650.00	\$ 392.21	\$ 32.68	\$ 72,400.00	\$ 664.22	\$ 55.35
Maintenance Reserve						
Capital Reserve	\$ 25,000.00	\$ 58.14	\$ 4.84	\$ 12,000.00	\$ 110.09	\$ 9.17
Total Reserves	\$ 25,000.00	\$ 58.14	\$ 4.84	\$ 12,000.00	\$ 110.09	\$ 9.17
TOTAL EXPENSES	\$ 235,558.80	\$ 547.81	\$ 45.65	\$ 94,274.00	\$ 864.90	\$ 72.07

DEED

MADE the _____ day of _____, 20__

BETWEEN

APPLEWOOD GROUP, LLC, a Pennsylvania limited liability company ("Grantor"),

AND

_____, ("Grantee"):

WITNESSETH

That the Grantor, in consideration of _____ Dollars

(\$ _____), paid by the Grantee to the Grantor, the receipt whereof is hereby

acknowledged, does hereby grant and convey to the Grantee:

ALL that certain Unit, being **Unit No. __** (the "Unit"), of The Villas At The Retreat At The Links At Gettysburg, A Planned Community (the "Community"), located in Mount Joy Township, Adams County, Pennsylvania, which Unit is designated in the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community (the "Declaration") and Declaration Plats and Plans recorded as an exhibit thereto in the Office of the Adams County Recorder of Deeds in Record Book 5587, Page 315, together with any and all amendments thereto.

TOGETHER with the undivided Allocated Interest appurtenant to the Unit as more particularly set forth in the aforesaid Declaration, as last amended.

TOGETHER with the right to use the Limited Common Elements appurtenant to the Unit being conveyed herein, if any, pursuant to the Declaration and Declaration Plats and Plans, as last amended.

UNDER AND SUBJECT to the Declaration, to any and all other covenants, conditions, restrictions, rights-of-way, easements and agreements of record in the aforesaid Office, and to matters which a physical inspection or survey of the Unit and Common Elements would disclose.

BEING the same premises which The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, equitable owner,

and The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, record owner, by their Deed dated _____ and recorded in Adams County Record Book _____, Page _____, granted and conveyed unto Applewood Group, LLC, a Pennsylvania limited liability company, Grantor herein.

THE Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this Deed, covenants and agrees to pay all assessments, fees and/or charges as may be assessed against him, her, them, it, or said Unit, from time to time by the Executive Boards of The Villas at the Retreat Homeowners Association and/or The Links At Gettysburg Master Association in accordance with the Uniform Planned Community Act of Pennsylvania, and further covenants and agrees that the Unit conveyed by this Deed shall be subject to a lien for all amounts so assessed except insofar as Section 5407(c) of said Uniform Planned Community Act may relieve a subsequent Unit Owner of liability for prior unpaid assessments. This covenant shall run with and bind the Unit hereby conveyed and all subsequent owners thereof.

THE Grantee, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this Deed, further covenants and agrees to pay such annual assessments as may be levied against properties located within The Links At Gettysburg Neighborhood Improvement District, a Neighborhood Improvement District created by Mount Joy Township Ordinance No. 2003-03 pursuant to the Pennsylvania Neighborhood Improvement District Act, 73 P.S. § 831 *et seq*

AND the Grantor shall and will SPECIALLY WARRANT the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of the day and year first written above.

WITNESS:

APPLEWOOD GROUP, LLC:

By _____

By: _____

Name:

Title:

_____ OF _____
COUNTY OF _____

:
: SS:
:

On this, the _____ day of _____, 20__, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged ___self to be the _____ of APPLEWOOD GROUP, LLC, a Pennsylvania limited liability company, and that _____, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by ___self as such officer.

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

Notary Public

My Commission Expires:

(SEAL)

I hereby certify that the precise address of the Grantee herein is:

Attorney or Agent for Grantee

AGREEMENT FOR SALE OF REAL ESTATE AND HOME CONSTRUCTION

This purchase agreement (the "Agreement") is made as of the _____ day of _____, 20_____, by and between _____, 227 Granite Run Drive, Suite 100, Lancaster, PA 17601 ("Seller"), and _____ and _____, (hereinafter individually and collectively known as "Buyer").

Buyer's Current Contact Information

	Buyer	Co-Buyer
Address:	_____	_____
City, ST Zip:	_____	_____
Home Phone:	_____	_____
Work Phone:	_____	_____
Cell Phone:	_____	_____
Email Address:	_____	_____

For and in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1) **Premises.** Seller agrees to sell unto Buyer, who agrees to purchase, the Premises as herein defined, together with a single family home/townhouse/duplex home (the "Home") thereon erected, under terms and conditions as herein set forth. The Premises is defined as follows:

Community:	<u>The Villas at the Retreat at the Links at Gettysburg, a Planned Community</u>
Homesite No.:	_____
Commonly Known As:	_____
Municipality:	<u>Mount Joy Township</u>
County:	<u>Adams</u>
Model / Plan Type:	_____

- 2) **Consideration and Basis for Agreement.** Seller agrees with the Buyer to erect, construct, and complete in a good, substantial and workmanlike manner the following Home according to the Specifications attached hereto and signed by the parties (the "Specifications") and the Plans approved by the parties (the "Plans"):

- a. Seller shall use only new materials as described in the attached Specifications unless otherwise stated; maintain order on the job; be responsible for all work and payment of subcontractors; and keep and leave the premises in a good and presentable condition. The residence shall be constructed per the approved Plans.
- b. Model homes, and any advertising or promotional materials used or displayed by Seller, are for display purposes only, are not the basis of this Agreement, and do not constitute a representation as to the design or construction of the Home. The obligations of the Seller under this Agreement shall be determined solely by reference to the Plans and Specifications referred to above and the terms of this Agreement. Description of work, contract price, payment schedule, and special considerations related to this specific job are set forth in addenda to this Agreement known as the Agreement Documents, which may or may not be attached hereto and are made a part hereof, which include, but are not limited to, Seller Addendums, Recorded Plat Plan, Affiliated Business Disclosure, Standard Plan for the home plan chosen, KeyChoices Builders Agreement Summary, Key Choices Summary, Living Choice Agreement Summary (LC), Final Living Choice Agreement Summary (FLC), Final Decorating Choices Agreement Summary (FDCA), Personal Choice Requests (PCR) (most of which will be completed after this date), site plan, Specifications, and standard floor Plans, and Buyer's Estimate of Closing Costs, Buyer acknowledges that Plans, Specifications, and marketing materials and displays are informational only, and minor adjustments to Plans, changes or modifications to Specifications, and substitution of supplies, materials, or products is likely and in no way affects this Agreement or the ability by Seller to make any change without notice to Buyer.
- c. Seller makes no representation with respect to homesite grades, homesite area, options, facades, location of walks and driveways, personal property, fences, patios, decks, recreational facilities, landscaping, decorating items, and other items in or about the model home which are for display purposes only and are not included in the Purchase Price, unless otherwise expressly provided herein.

- d. Except as set forth in the Public Offering Statement if any, Seller makes no representation with respect to the home type, size, style, price range or location of other homes to be built in this sub-division or in other sub-divisions in the vicinity of the Premises. Buyer acknowledges that all site Plans, generalized development Plans, plats or renderings which may have been exhibited showing or indicating home types, the location of the homes on homesites, grading or landscaping are projections only and are not binding upon Seller, and no representative of Seller is authorized to make any representation with regard to these items. In addition, Seller makes no representations as to the location of utility transformers and utility pedestals on the Premises as solely the utility companies, and not the Seller, determine the location of these facilities.
- e. Buyer is aware that there may be a separate Owner of the land and they may have a separate agreement with Seller to subordinate their interest to Seller while the Home is under construction and prior to Settlement. This means that Seller may not own or have title to the purchased homesite; title shall be transferred to the Buyer at Settlement.
- f. Buyer is aware of, has seen, and accepts the Premises, including any detention basins, swales, drainage easements, right-of-ways and clear site triangles, or any other homesite restrictions, which may affect the described homesite.
- g. Buyer further acknowledges that there are many accepted methods of calculating the square footage of structures. In its marketing brochure and documents, Seller may use different methods of calculating the square footage of the home and makes no representations as the actual square footage of the home, regardless of the method utilized.
- h. Seller provides multiple elevations for each of the models offered in a community. The same model and elevation cannot be placed on adjoining homesites. Seller reserves the right to make exceptions to this policy.
- i. Unless otherwise provided by addendum attached to this Agreement, Buyer specifically warrants that they are not represented by a Buyer's Agent, or Realtor in negotiating this Agreement.

3) **Purchase Price & Payments.** Buyer agrees to pay to Seller for the Premises, including the options listed on the KeyChoices Summary, the sum of _____ Dollars (\$_____) (the "Purchase Price") as shown on the KeyChoices Builder's Agreement Summary attached and made part of this agreement. Buyer acknowledges that this Purchase Price will be amended from time to time until the final total Purchase Price is determined upon completion of Buyer's LC, FLC, FDCA, and PCRs.

Payment Terms as follows

- 1) Deposit(s) at signing this Agreement \$ _____
- 2) Additional Deposit (Cash/Check) due before _____ \$ _____
- 3) Additional Deposit (Cash/Check) due before _____ \$ _____
- 4) The balance in immediately available funds on the date of Settlement \$ _____

- a. The normal and customary Deposit as earnest money is 7% of the sales price. If the initial Deposit is less than 7%, Purchaser shall sign a Promissory Note for the balance of the deposit. Upon receipt of the full Deposit, the Promissory Note will be voided. Deposit is required even for 100% mortgage loan where no down payment is required. Deposit will be returned at Settlement.
- b. Payment of Transfer Tax will be divided equally between the Buyer and Seller.
- c. Applicable real estate taxes, association assessments (if any) and municipal assessments shall be prorated between Buyer and Seller as of the date of Settlement on a fiscal year basis. Any interim assessment of real estate taxes resulting from the construction of the Home shall be borne by Buyer.
- d. If any checks are returned Non-Sufficient Funds, Buyer agrees to pay a \$50.00 service fee.
- e. If Buyer or Buyer's lender delays Settlement, interest will be charged on the total Purchase Price of the home at 10% per annum, until Settlement occurs. However, this late charge shall not be construed as a waiver on the part of Seller of any of Seller's rights or remedies. The parties constituting Buyer shall be jointly and severally liable hereunder.

4) Mortgage

Within ten (10) days after Seller's execution of this Agreement, Buyer, at Buyer's expense, shall submit an application for a Conventional or Government (FHA, VA, USDA or other) loan to a mortgage lender, reasonably acceptable to Seller in the principal amount of \$ _____ with a maximum interest rate of _____ % and a minimum term of _____ years or such interest rate and terms as the Buyer may qualify for since financing is based on credit scores, employment history, debt to income ratios, etc. of which Seller may have no knowledge. Buyer agrees to complete a financial form/statement for Seller and hereby authorizes any lender processing the mortgage application to provide any information to Seller as requested by Seller, including credit scores. Buyer agrees to diligently apply for, negotiate and attempt in good faith to obtain a mortgage loan commitment from the lender, in a form reasonably acceptable to Seller. Buyer shall keep Seller informed of the status of Buyer's loan application. If Buyer, in Seller's sole discretion, does not use good faith efforts in attempting to procure a mortgage loan, Buyer shall be in default of this Agreement and Seller may exercise any remedies it may have hereunder.

If, within thirty (30) days from the date this Agreement has been signed by both Buyer and Seller (the "Commitment Period"), Buyer has not obtained a commitment for mortgage financing (the "Commitment"), Seller may, at its sole discretion, elect to terminate this Agreement by written notice to Buyer. If the buyer fails to notify Seller, in writing, of Buyer's inability to secure a mortgage within thirty (30) days from the date of this Agreement, this mortgage contingency shall be deemed for all purposes to be satisfied. If the Commitment is not issued in spite of Buyer's good faith efforts, the Seller may terminate the Agreement and, in that event, Seller shall refund the Deposit, after which neither party shall have any further obligation or liability to the other. In the event Seller does not terminate the Agreement, Seller, at its option, may extend the Commitment Period for additional thirty (30) day periods during which time Buyer shall continue to diligently seek financing in good faith. Buyer shall continue to seek satisfaction of this financing contingency and Seller shall have the right, but not the obligation, to attempt to obtain for Buyer a Commitment in the amount set forth above at a rate not exceeding the rate set forth above. Buyer shall cooperate with Seller and any mortgage lender as may be necessary in order to effectuate the issuance of such Commitment and to close said loan, all at the sole expense of Buyer. In no event shall Seller have any liability to Buyer whatsoever on account of any lender's refusal to approve Buyer's loan application or to make the loan after issuance of a Commitment for any reason, other than the obligation of Seller to refund the Deposit to Buyer if required by this Agreement.

After issuance and acceptance of the Commitment, Buyer shall continue to work in good faith with the Lender to insure that the Commitment does not lapse or is not terminated. The Commitment shall not be modified by Buyer without the prior written consent of the Seller. If the Commitment is revoked, lapses or is terminated by the lender for reasons caused by Buyer, Buyer shall be in default of this Agreement, and Seller shall have the right to exercise any remedies it may have under this Agreement, including, but not limited to, retention of the Deposit. If the Commitment is contingent on any conditions imposed by the lender, the Buyer is responsible for meeting all such conditions and in the event any contingency is not met for any reason, Buyer shall be in default of this Agreement. If the Lender requires preparation of a home location survey, or "as built survey," Seller shall prepare such survey at Buyer's expense. Unless required by the appropriate jurisdiction, the home location survey shall not include staking of homesite boundaries

5) Warranty

- a. Seller Limited Warranty - Buyer acknowledges that he/she has been afforded the opportunity to review Seller's limited warranty prior to execution of this Agreement, has reviewed a copy of the warranty and agrees to accept this warranty being given to Buyer. **THE WARRANTIES IN SECTION #5 OF THIS AGREEMENT ARE THE ONLY WARRANTIES APPLICABLE TO THE PREMISES. NO IMPLIED WARRANTY (WHETHER OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE) IS GIVEN ON ANY PORTIONS OF THE PREMISES. NO WARRANTY, EXPRESSED OR IMPLIED, IS GIVEN AS TO THE ITEMS OF PERSONAL PROPERTY BEING SOLD (OR AS TO ANY "CONSUMER PRODUCT," AS SUCH TERM IS DEFINED IN 15 U.S.C. §2301(1). THE SELLER HAS NOT AUTHORIZED ANY PERSON TO MODIFY THE TERMS OF THE WARRANTIES DESCRIBED HEREIN. THE SELLER ASSUMES NO LIABILITY OR OBLIGATIONS ON ACCOUNT OF REPRESENTATIONS MADE BY ANY OTHER PERSON. THE OBLIGATIONS OF SELLER ARE LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENT AND DO NOT EXTEND TO ANY DAMAGE OR HARM RESULTING THEREBY OR THEREFROM. THE SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR PERSONAL INJURIES ARISING FROM BREACH OF ANY OF THE LIMITED WARRANTIES DESCRIBED IN THIS AGREEMENT. IF ANY DEFECT IS DISCOVERED DURING THE**

APPLICABLE WARRANTY PERIOD, SELLER SHALL HAVE THE EXCLUSIVE RIGHT TO DETERMINE WHETHER THE DEFECT SHALL BE CORRECTED BY REPAIR, ADJUSTMENT OR REPLACEMENT. NO LIMITED WARRANTY CONTAINED HEREIN COVERS A DEFECTIVE PORTION OF THE PREMISES WHICH HAS BEEN SUBJECT TO ALTERATION, MISUSE OR ACCIDENTAL DAMAGE (CAUSED BY PERSONS OTHER THAN SELLER'S EMPLOYEES AND AGENTS) OR HAS NOT BEEN AFFORDED REASONABLE CARE.

- b. Seller 20-Year Structural Warranty – In addition to warranties provided under §5411 of the Pennsylvania Uniform Planned Communities Act, Buyer acknowledges that he/she has been afforded the opportunity to review Seller's 20-Year Warranty prior to execution of this Agreement, and agrees to accept this warranty.
- c. Manufacturer Warranties – Seller hereby assigns to Buyer the manufacturer warranties on all appliances, equipment, and other consumer products to be installed on the Premises. It is the sole responsibility of the Buyer to make any claims under the manufacturer warranties.

6) Pre-Conditions to Construction

- a. All cash payments as required in paragraph 3 within the time provided.
- b. A written Mortgage Commitment signed by Buyer, as required within the time period indicated in paragraph 4 above.
- c. All necessary governmental approvals and permits. Buyer understands that all Deposits become non-refundable at the time APPLICATION is made for Building and/or Sewer Permits or thirty (30) days from this date, whichever is sooner, except in the case of extensions of the Commitment Period by Seller. Once Seller breaks ground on the home, all Deposits contingent upon mortgage commitment become non-refundable if the contingency has not been removed prior to that time.
- d. All permits required for Home construction shall be obtained by Seller and all fees that may be required therefore will be paid by Seller. Should the Buyer own the lot to be built on, Seller will obtain the same permits that would be required if the Seller owned the lot. Any permits required beyond those permits are the responsibility of the Buyer.
- e. In the event that the KeyChoices Pre-Construction dates identified in the Buyer Timeline for Mortgage Application, Living Choices, Final Living Choices, and Decorating Choices are not met due to Buyer non-performance, Buyer agrees and understands that Seller has the right to postpone the established Break Ground Date. Buyer will be placed in the next available date that coincides with the Buyer's ability to comply with the KeyChoices Pre-Construction dates. Buyer also understands and agrees that should Seller need to remove a job from a schedule slot due to Buyer's non-performance of specified Pre-Construction dates, the Buyer will be charged via KeyChoices Delay in Start Option for the corresponding delayed period of time (minimum of 1 month).
- f. Seller requires Homesite Settlement to occur if "Construction-to-Permanent" financing is used or Seller is building on Buyer's Homesite; or, receipt of an unconditional mortgage commitment if End-loan financing is being used, 30 days prior to the Break Ground Date.
- g. Seller shall ensure that any contractor or subcontractor engaged in the construction of the Home shall maintain builder workman's compensation, liability, and builder's risk insurance while Home is under construction.
 - i. If the buyer chooses to use a construction loan, the Buyer shall obtain and maintain fire and extended coverage insurance, (including theft coverage) with Seller being named as additional insured while the home is under construction and as required by the Buyer's lender. This coverage must be obtained by Homesite Settlement.
- h. Seller reserves the right to require Buyer to execute a Promissory Note secured by a mortgage in a form acceptable to Seller in an amount equal to the construction cost of the Home if the Buyer's Home is to be built on a homesite not owned by Seller or one of its affiliated companies or if Buyer does not provide the minimum earnest money of 7% of the Purchase Price at the signing of this contract.
- i. In accordance with PA Act 1, 2011 – Buyer has been advised of and understands the initial cost of including a sprinkler as an option made available through KeyChoices. The Buyers has the ability to purchase the option if desired at the Buyer's expense. Additionally, the Buyer understands that it is recommended for an installed sprinkler system to be inspected and maintained on a regular basis by a professional. The system includes, but is not limited to, the water tank, pump, piping and heads. Failure to do so may result in the system not performing as designed or potential leaks, which can cause significant water damage in some cases. Lastly, the Buyer has been provided the Internet link for the State Commissioner's website that discusses the possible benefits of installing an automatic sprinkler. If the Buyer does not have Internet access, Buyer may request this information to be printed for them through the New Home Advisor. The website address is www.osfc.state.pa.us

- j. Living Choices are defined as any Choice that affects the construction drawings. Design Gallery Choices are defined as a color or finish material upgrade including floor covering material type changes. All Buyer Choices affecting Plans must be finalized at the Final Living Choices (FLC) Meeting. All Design Gallery Choices must be finalized at the Final Design Gallery Choices (FDC) meeting as referenced on the Buyer Timeline.
- k. Buyer is encouraged to visit the Home while it is under construction. While Buyer is prohibited from entering the premises on his or her own, Buyer may contact Seller or the New Home Advisor handling this transaction to accompany Buyer to visit the Home at a mutually agreeable time. When entering the Premises, Buyer acknowledges the fact that Buyer is aware of the dangerous conditions that are inherently present on a residential construction site. Buyer accepts that visitors be limited to only those listed as Buyer on this Agreement. Buyer will be solely responsible for protecting themselves during visits to any construction site by wearing safety equipment as may be designated by Seller. Buyer hereby releases Seller, its subcontractors and representatives from any and all liability for accidents or damage that may occur to them, and their personal property on the job site during the entire term of construction. Finally, Buyer agree(s) that they will not bring or allow any children onto the job site at any time. Seller at its sole discretion reserves the right to withdraw privileges and restrict access to the home site during construction.
- l. Unless otherwise provided by addendum attached to this Agreement, Buyer specifically warrants that this Agreement and Buyer's ability to qualify for the mortgage loan described in paragraph 4 above is in no way is contingent upon the sale, rental, settlement or other disposition of any other property owned by the Buyer.

7) **Adjacent Land Uses.** Seller makes no representations as to the proposed or approved uses for land adjacent to the Premises or the subdivision, which contains the Premises.

8) **Completion of Construction**

- a. All construction shall be subject to the sole supervision and control of Seller. Buyer or Buyer's agent shall not enter into any other contracts or agreements with any other contractor or entity for the performing any work on the premises during the term of this Agreement unless provisions are made in the Specifications or Seller consents in writing to the same. The Buyer is not permitted to do any work, furnish materials, or apply any materials to the Premises until after final Settlement. Buyer acknowledges that part of the consideration for Seller issuing its 20-Year Structural Warranty is Buyer's covenant to comply with this section. Upon breach of this provision by Buyer, Seller may elect to void the 20-Year Structural Warranty. In addition, to the extent that Buyer's breach of this provision causes damage to the construction project or harm to Seller, Seller may elect to void other warranties hereunder to the extent of such damage or harm. This provision shall survive Settlement.
- b. Seller shall see that there shall be no lien filed by anyone working under Seller, for work or labor done, or materials furnished in the performance of the work embraced in this Agreement.
- c. Buyer agrees that Seller may show the home while under construction and prior to Settlement of the home.
- d. When trees exist on the premises, Seller may remove or leave any trees or other vegetation on the premises in Seller's sole discretion. Seller will make reasonable effort to avoid damage; however, in no event will Seller be liable for any damage to trees.
- e. Seller will deliver the Home at time of Settlement with up to 30,000 square feet (or the entire homesite, whichever is less) of disturbed homesite area graded and seeded, weather permitting.
- f. Maintenance of the lawn, including watering, reseeding, erosion and washouts after Settlement, is the Buyer's sole responsibility. Seller does not guarantee the quantity or quality of growth of grass.
- g. In the event that Seller encounters sub-par soil that would require costs in excess of those determined by Seller to be commercially reasonable to make the lot buildable, Seller has the right to terminate this agreement.
- h. Subject to paragraph k below, completion of the Home is anticipated according to the buyer timeline in Key Choices.
- i. All excavation, backfilling and grading will be the responsibility of the Seller. If Buyer requests fill to be hauled onto or from Buyer's homesite, beyond what is needed to obtain a Use & Occupancy permit, this expense shall be an extra to the Buyer.

- j. In the event that the construction of the Home and completion of grading, etc. to the Premises shall be Substantially Complete on the Settlement date, Settlement shall be completed as provided in paragraph 11 of this Agreement. Substantially Complete shall be defined as the issuance of a residential use permit by the local jurisdiction, even if such items as landscaping, exterior concrete (including, but not limited to, footings needed for deck construction), driveways, final grading, and exterior painting may not be completed due to weather conditions. Buyer agrees to sign any waiver that may be required by the local jurisdiction in order to obtain a residential use permit prior to completion of the above listed items. Seller agrees that any such uncompleted items shall be completed by the next-occurring May 31st. Seller further reserves the right to enter the property after Settlement to complete such exterior items, without the prior approval of Buyer and Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price. Any escrows required by the lender will be the Buyer's responsibility. Buyer's occupancy of the Premises shall constitute Buyer acceptance of completion of the terms of this Agreement. The entire balance and/or final installment shall be due and payable in full at completion of Settlement according to Buyer's timeline in Key Choices and prior to such occupancy.
- k. In the event of delays caused beyond the Seller's reasonable control and occurring without its fault or negligence, the time for Settlement (as defined in paragraph 10) shall be extended for a period of time equal to the length of the delay attributable to such cause, and Seller shall not be liable for damages for any such delay or failure to perform. Seller bases its construction on a client schedule in Key Choices (website address: www.Keystonecustomhome.com) called "Buyer timeline" and makes all attempts to meet the Estimated Settlement Date of Buyer's Home. Buyer is provided with this date approximately 30 days prior to final completion. There are instances that upon the scheduled date, due to unforeseen circumstances Seller may not be in receipt of Buyer's final draw payment or occupancy permit. Therefore Seller strongly suggests that Buyer does not schedule move-in on that same date. Seller will not be held responsible if a delay occurs.
- l. **Buyer and Seller shall inspect the Premises and the Home prior to Settlement ("Pre-Settlement Inspection") and shall note, on the Pre-Settlement Inspection Report provided by Seller, those items, which, in Seller's sole discretion, require completion or corrective action pursuant to this Agreement. Seller shall undertake to complete all such items prior to Settlement; however, Settlement shall not be delayed, nor shall funds be held in escrow, if such work is not completed before Settlement.**
- m. Seller shall have the right to enter upon the Premises at any time after Settlement for the purpose of making exterior changes to Homesite or to adjacent homesites and improvements thereon, including but not limited to grading and drainage system changes and the removal or planting of trees on the individual lot, or community open space (where applicable).

9) Seller Changes

- a. Seller shall have the right to substitute materials of similar pattern and design and substantially equivalent quality, in Seller's sole discretion
- b. Seller reserves the right to make changes in the Plans and Specifications, for the purposes of mechanical installations, building code and site requirements, reasonable architectural design improvements, brands of products or equipment, vendors and suppliers subsequent to the date of this Agreement.
- c. Location of the home on the homesite, walkways, number of steps, driveways, or the final grading of the Premises is at Seller's sole option and discretion. Final grade, slopes, and elevations will vary depending upon field conditions. Seller does not represent that the final grade will match the topographical plot plan for described homesite due to potential modifications to street and walk elevations and neighboring properties, etc. Seller reserves the right to reverse the plan of the home.
- d. Subject to any architectural guidelines applicable to the subdivision or stated in the Homeowner's Association documents, Seller reserves the right to refine, revise or change the housing types to be sold in any subdivision. Buyer acknowledges that the placement of the homes in specific locations within a subdivision is subject to change, however any resetting shall conform to all applicable zoning and community boundary and setback requirements.
- e. Buyer acknowledges that the location, existence, size and features of tot lots, trails, community entry features and monuments, and recreational facilities within the community (collectively the "Facilities"), if any, are subject to change. No representations as to the location, size, features, or construction schedule of such Facilities are the basis of this agreement.

10) Settlement and Delivery.

- a. Settlement shall be held at the office of Seller at which time, upon payment in full of the Purchase Price, Seller shall execute and deliver fee simple title to the Premises by special warranty deed to the Buyer conveying the Premises and possession shall be delivered to Buyer ("Settlement"). Formal tender of deed and purchase money are waived.
- b. Settlement shall be held no later than thirty (30) days after Seller provides Buyer with written notice that the construction of the Home is substantially completed, ready for occupancy, and that an Occupancy Permit has been issued by the municipality having jurisdiction over the Premises.
- c. In the event Settlement has not occurred within two (2) years from the date this Agreement has been signed by both Buyer and Seller (the "Outside Delivery Date"), as extended for the period of any delay due to causes outside of the reasonable control of Seller and constituting a lawful excuse for such delay, then Buyer shall have the right to cancel this Agreement by notice thereof to Seller and/or pursue specific performance, damages and any other rights and remedies available to Buyer at law or in equity

11) Closing Costs / Incentives

- a. Buyer shall pay all Closing Costs associated with Settlement, including all recordation fees, except as otherwise provided in paragraph 3(b) above. For purposes of this Agreement, "Closing Costs" are defined as all costs associated with Settlement including, but not limited to, escrow and pro rata items such as tax pro ration and tax escrows, fire insurance premiums, mortgage insurance premiums, mortgage interest, title examination, survey and lender fees, state and local transfer taxes (Seller shall pay ½ of such taxes and Buyer will pay ½ of such taxes) and title insurance costs and policy premiums, costs of deed and document preparation, attorneys' fees, settlement fees, notary fees, mortgage release and messenger fees.
- b. Should Buyer choose providers other than Seller's preferred companies identified below, Buyer agrees to pay all Settlement charges that Seller may incur other than the Seller's portion of the transfer tax, all costs associated with mortgage releases, and any taxes prorated to Buyer.
- c. Should Buyer select Seller's Preferred Lender for mortgage financing and Seller's Preferred Title Company for title insurance and Settlement, Seller may pay an incentive of \$ SEE INCENTIVE FORM (or the actual Closing Costs, whichever is less) at Settlement, to be applied for the benefit of Buyer to the payment of title insurance premium and endorsements, then to the Closing Costs other than pre-paid items such as insurance, HOA fees, loan discount points, buy down fees, or rate lock-in fees. In any event, the total of such costs payable by Seller shall not exceed those amounts allowed by Federal or State financing guidelines. Any Closing Costs paid by Seller shall be subtracted from any incentives or discounts provided by Seller. If Buyer elects a mortgage company or title company other than Seller's preferred companies, no incentive will be paid.

12) Title

- a. Seller represents that there are no pending eminent domain proceedings and no appropriations by filing of state highway plans in the Recorder's Office affecting the Premises, of which Seller has knowledge; except as set forth below, no portion of the Premises, except within utility reserve strips and developments or as shown on the Plan or within legal limits of highways, is, or at Settlement will be, subject to any currently used easement for any underground electric or telephone cable or sewer, gas, or water pipe serving other than these Premises, any petroleum products pipeline or sewers or public storm sewer, or any other easement which is not apparent upon reasonable physical inspection; no present use or condition of the Premises violates any enforceable building or use restriction in the chain of title; no assessment for any public improvement has been made against the Premises which remains unpaid, and no work has been commenced on any public improvement being financed on an assessment basis on, adjacent to, or benefiting the Premises, of which Seller has knowledge, and no notice or order has been received by Seller or his agent from any governmental authority requiring the doing of work or correction of conditions on the Premises which has not been complied with. Seller represents, warrants, covenants and agrees that it shall not (i) voluntarily permit any event or occurrence, (ii) take any action, or (iii) fail or refuse to take any action, the failure or refusal of which would result in the imposition of any lien, encumbrance, easement, limitation, covenant, restriction or otherwise affect title to the Premises after the effective date of this Agreement, other than HOA documents and as described in such documents, without written notice to Buyer and the prior written consent of Buyer. Notwithstanding anything herein to the contrary, at Settlement, Seller shall discharge and release any liens, mortgages, deed of trust, or other monetary encumbrances affecting the Premises to be conveyed with the Purchase Price proceeds to be applied at Settlement for this purpose. Seller further warrants that it is the sole owner or equitable owner of the Premises.

- b. At Settlement, title to the Premises shall be good and marketable, insurable as such by a reputable American Land Title Association (ALTA) title insurance company subject, however, to (i) easements, covenants, conditions and restrictions of record, (ii) zoning and other applicable laws and regulations, and (iii) such facts as an accurate survey and personal inspection of the Premises would reflect, provided the same do not render title uninsurable. If title cannot be delivered at Settlement in compliance with this paragraph, and upon receipt of written notice thereof by Buyer, Seller may, but is not obligated to, determine that any title defects are of such character that they may readily be remedied by legal action. In the event Seller determines that such legal steps are a reasonable means to perfect title to the Premises, such actions, if Seller elects to undertake same, must be taken promptly by Seller at Seller's sole expense, in which case the time herein specified for Settlement will be extended for the period of time necessary for such action. If Seller cannot perfect title or is unable to perfect title after taking reasonable legal actions, Seller shall promptly notify Buyer in writing and Buyer shall have the right, at Buyer's option, to either (i) terminate this Agreement by written notice to Seller within ten (10) days after receipt of Seller's notice and receive full refund of all Deposits, or (ii) waive any title defects and proceed to Settlement.
- c. The Premises is sold subject to easements, if any, created or to be created, prior to or after Settlement, for the installation of utilities, storm water management or drainage facilities, street lights and/or additional covenants, encumbrances, restrictions or easements which may be placed on record by the Seller, or the developer of the Premises, before or after execution of this Agreement, for the benefit of the Premises and/or the community of which it is a part. If such easements are required after Settlement, Buyer agrees to cooperate with Seller in executing and delivering any and all documents related to such easements when and as requested. After Settlement, Buyer grants Seller, or its designees, the right to enter upon the Homesite and permission to perform all site work as may be required by local governmental authorities and utilities. This provision shall survive Settlement.
- d. If elected as settlement agent by Buyer, the preferred title company will furnish title insurance at the reissue rate.
- e. On End Loan mortgage transactions: if Buyer's Title Insurance agent, company or attorney requires a release of subcontractor liens, Buyer shall pay Seller the cost of obtaining the same. Seller's preferred title Company does not require this release

13) Default

- a. If the Buyer shall fail to make full and timely Settlement hereunder or shall otherwise breach or default under this Agreement and the default is not cured within 20 days after notice from Seller, the Deposit may be retained by Seller as liquidated damages or on account of actual damages, and not as a penalty, in which event Buyer and Seller shall be relieved from further liability hereunder. Seller may at its sole judgment seek to obtain a judgment under the obligation of the Promissory Note.
- b. In the event of a breach of this Agreement by Seller despite good faith efforts to perform, Buyer's sole remedy under this Agreement shall be the recovery of the Deposit. **UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL SELLER BE LIABLE FOR ANY NON-ECONOMIC DAMAGES OR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES FOR DELAYS AND BUYER HEREBY RELEASES AND WAIVES ANY CLAIMS FOR SUCH DAMAGES. BUYER HEREBY RELEASES AND WAIVES ANY RIGHT TO DEMAND "SPECIFIC PERFORMANCE" BY SELLER OF THIS AGREEMENT.**

14) Naturally Occurring Gases

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. The Seller claims no expertise in the measurement or reduction of these gases in homes, nor does Seller provide any advice to homeowners as to acceptable levels or possible health hazards of the gases. As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Buyer agrees that this Agreement is not conditioned upon testing results for naturally occurring gases, or the presence or lack of such gases affecting the Premises. Upon Settlement, Buyer shall be deemed to have accepted the Premises as to the presence of these gases now or in the future and Seller shall be released from any and all claims related to or arising from the presence of naturally occurring gases. Buyers seeking further information should contact the U.S. Environmental Protection Agency or their state environmental protection office. Seller will install preparatory work only for a radon mitigation system. This agreement is not contingent on radon testing.

15) Energy Efficiency and Possible Biological Impurities.

Modern homes, including the Premises, are built tightly to slow the escape of warm air in the winter and the escape of cool air in the summer. These tight construction techniques also help reduce the entrance into the home of certain naturally-occurring, organic, often airborne, and often invisible contaminants such as (without limitation) animal dander, dust, dust mites, fungi, all forms of mold, bacteria and pollen (collectively, Biological Impurities"). However, Biological Impurities brought into the home (through the natural circulation of air, generated by or carried into the home by or upon people, animals or things, including building materials) can become trapped and actively grow in the tightly constructed home unless they are affirmatively removed. Whether or not Buyer as a homeowner experience mold growth depends largely on how Buyer manages and maintains the home. Seller's responsibility is limited to things that we can control. As explained in the written warranty, provided by a separate instrument Seller will repair or replace defects in construction (defects defined as a failure to comply with reasonable standards of residential construction) for a period of years equal to the length of the warranty furnished. Seller shall not be responsible for any damages caused by mold, or by some other agent, that may be associated with defects in our construction to include, but not limited to Premises damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of habitability, or an implied warranty of fitness for particular use, are hereby waived and disclaimed. Within the home, Biological Impurities can cause allergies or other more serious health effects for the occupants. According to some experts, Biological Impurities cannot be completely eliminated or excluded from residential construction such as the Premises. Notwithstanding the immediately preceding sentence, it is Buyer's sole responsibility after settlement on the Premises to implement periodic, careful inspections and maintenance procedures in an effort to minimize the existence and effect of Biological Impurities within the Premises. The Seller does not claim any expertise regarding the identification, remediation or possible health consequences of Biological Impurities; if Buyer would like more information, Buyer should contact the U.S. Environmental Protection Agency, state or local authorities. Seller will not be responsible for any damages caused by mold, or by any other agents described above, to include but not limited to Premises damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

- 16) Oral Agreements** - Unless oral statements or promises are reduced to writing and included in this Agreement, they shall not be binding upon the parties. By including the terms below, the Buyer and Seller are making them part of this Agreement. **THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES.** This Agreement, with all attachments hereto, all of which are incorporated herein and are made a part hereof, constitute the whole agreement between the parties, and no representation, warranty, or statement made by either party, other than as set forth herein, shall be of any effect. The following oral statements or promises have been made by the Seller, the Seller's agent or the Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement (if none, so state "None"):
-

- 17) Brokerage** The legislature and the State Real Estate Commission require that certain disclosures be included in agreements for the sale of real Premises. The following disclosures are made in accordance with Title 49, Section 35.333 of the Pennsylvania Code

- a. The zoning classification of the Premises **RR (Rural Residential)**. Unless the Premises is zoned solely or primarily to permit single family dwellings, the failure of the Agreement to contain the zoning classification shall render the Agreement voidable at the option of the Buyer and, if voided, deposits tendered by the Buyer shall be returned to the Buyer without a requirement of court action. Such notice to void this agreement must be exercised within seven days of acceptance of the agreement.
- b. A Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.
- c. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation. Seller shall arrange for any required highway occupancy permits.

d. It is expressly understood and agreed between the parties that Seller and any agent, subagent or broker and their licensees involved in the transaction are agents for the Seller, not the Buyer, (unless otherwise disclosed in writing) and that this was disclosed during the initial interview. **No agent of Seller has authority to make any representations, warranties, covenants or agreements in respect to the Premises.** Seller's agent may perform services for Buyer in connection with financing, insurance and document preparation. Upon acceptance of this agreement by both the Buyer and the Seller, payments of Deposit money received by the broker on account of the sale - regardless of the form of payment and the person designated as payee (if payment is made by an instrument) - shall be held by the listing broker in an escrow account pending consummation of the sale or a prior termination thereof. Additional option payments received will be held by Seller and are not refundable.

- 18) **Community and School Information:** School district and boundary information may be obtained only by contacting the appropriate County or City School Board.
- 19) **Subordination.** Buyer agrees that its rights under this Agreement are and shall be subordinate to those of Seller's construction lender for this Premises, and Buyer further agrees that this Agreement is and shall be subordinate to any lien placed on the Premises by Seller's construction lender.
- 20) **Successors and Assigns.** This Agreement shall be binding on the parties and their heirs, legal representatives and permitted assigns. This Agreement cannot be assigned by Buyer without the prior written consent of the Seller, which may be withheld at Seller's sole discretion.
- 21) **Time of the Essence.** TIME IS OF THE ESSENCE FOR THIS AGREEMENT. This means that the failure to do what is required within the timeframes specified in this Agreement is a breach of the Agreement.
- 22) **Picture Release.** Buyer hereby gives Seller, its successors and assigns, full permission to use, publish, and copyright photographic prints and any other reproductions of the Premises, or any part thereof, for advertising, publicity, and for any and all bona fide commercial purposes whatsoever.
- 23) **Disputes -** Any claims, controversy or disputes arising out of this Agreement or relating to the interpretation of this Agreement, or any subcontract or sub subcontract, shall be decided by binding arbitration. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association that are in effect at the time of the arbitration. The arbitration shall take place in Lancaster County Pennsylvania. Should any party refuse or neglect to appear or to participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. If buyer initiates Arbitration or litigation and fails to prevail on its claims, Seller shall be entitled to an award of attorney's fees and all costs and fees in defending the Buyer's claims. In the event that Seller initiates Arbitration regarding a failure of Buyers to make payment in accordance with the payment terms and is awarded any money by the Arbitrator, Buyer shall be liable to Seller for all costs, fees and attorney's fees. Otherwise, all parties shall share the costs of Arbitration equally. Judgment on the award of the arbitrator may be entered in any Court having jurisdiction thereof. 24)
- 24) **Cumulative Remedies.** All remedies for which provision is made herein shall be cumulative. Any failure by Seller to exercise any rights hereunder or failure by Seller to take any action as a result of Buyer's default hereunder shall not be construed as a waiver of such default or remedy. Any retention of any sum paid down hereunder may be retained by Seller as either liquidated damages or on account of actual loss or damages, at Seller's election.
- 25) **Severability.** The parties hereto have negotiated and prepared the terms of this Agreement in good faith with the intent that each and every one of the terms, covenants and conditions herein be binding upon and inure to the benefit of the respective parties. Accordingly, if any one or more of the terms, provisions, promises, covenants or conditions of this Agreement or the application thereof to any person or circumstance shall be adjudged to any extent invalid, unenforceable, void or voidable for any reasonable whatsoever by a court of competent jurisdiction or an arbitration tribunal, such provision shall be as narrowly construed as possible, and each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement or their application to other persons or circumstances shall not be affected thereby and shall be valid and enforcement to the fullest extent permitted by law. To the extent this Agreement is in violation of applicable law, then the parties agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

26) **Miscellaneous** - All notices and communications under this Agreement shall be in writing and shall be deemed duly given if (i) mailed by registered mail or certified mail, return receipt requested, first class postage prepaid, (ii) delivered by overnight courier, or (iii) sent by facsimile with transmission verification, (iv) supplied by sales manager, (v) emailed with return receipt received, if to Seller to Seller's main office at the address listed on page 1 of this agreement, and if to Buyer to his address given above. The parties shall be responsible for notifying each other of any change of address. This Agreement (including any notices thereof) shall not be recorded. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender. This Agreement, its formation and enforceability shall be governed by the laws of the Commonwealth of Pennsylvania without regard for conflicts of law principles. Any rules of interpretation wherein this Agreement is constructed against its drafter are waived.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

I acknowledge receipt of a copy of this Agreement. I have carefully read and reviewed its terms, and I agree to its provisions

Date _____ Buyer: _____

Date _____ Buyer: _____

Date _____ Seller: _____

Seller Addendums

Homeowner's Association Addendum (if home is part of a Planned Community)

Buyer Acknowledges that the Premises are part of a planned community under the provisions of the Uniform Planned Community Act (68 P.A.C.S. §5101 *et seq*) and is part of the _____ Homeowners Association and that Buyer has received the following Homeowners Association Documents

- Declaration of covenants, conditions, restrictions and easements including amendments (if applicable)
- Bylaws of the Association
- Public Offering Statement
- Rules and Regulations
- Other:

Buyer acknowledges that they shall be obligated to pay a one time initial contribution, collected at Settlement, in the amount of \$_____ and an estimated annual assessment of \$_____, which is estimated to be payable in the amount of \$_____ per _____, made payable to _____.

_____/_____
Buyer's Initials

Side Load Garage Addendum (if a side load garage is available and chosen)

If the Buyer chooses a side load garage for their home, Seller will attempt to provide a 33 ft maximum parking area and 10x12 turn-a-round area. In the event that homesite/home constraints do not allow for the full 33 ft, Seller will adjust the parking area size to a minimum of 28 ft (no side load garages will be made available for homesites that cannot accommodate this minimum size). The information provided for specific homesites in Key Choices is based on the minimum 28 ft parking area. Seller will not alter homesite conditions beyond normal procedures to accommodate larger turn-a-rounds and is making no representation or guarantee that the turnaround will work for the Buyer's specific vehicles/turning capabilities. It is the sole responsibility of the Buyer to verify the size of their vehicle and turning capabilities in relation to the space available on their specific homesite choice.

_____/_____
Buyer's Initials

Model Home Purchase Addendum (if a model home is being purchased)

Buyer acknowledges that Seller constructed the home on the premise for its own use as a model home and not to the specific order of Buyer. At settlement, the remaining balance of all seller and manufactures warranties are applicable from model completion date. Seller has made no warranties with respect to such home or the Premises purchased hereunder other than those stated above.

Buyer has personally inspected the Premises prior to the execution of this Agreement and does hereby agree to accept the Premises "as is", subject to normal wear and tear up until time of settlement. However, Seller agrees that the improvements on the Premises will be "broom clean" when possession is given. Seller may agree to make certain additional repairs or perform certain additional work on the Premises at no cost to Buyer prior to settlement. In such event, all said additional repairs or work shall be specified through a Personal Choice Request (PCR) and signed by all parties and submitted with Agreement of Sale.

The Premises described herein is to be held at the risk of Seller until legal title has passed or possession has been given. Seller shall keep existing insurance in force until the date of settlement.

_____/_____
Buyer's Initials

Plat Recordation Addendum (if the plat plan is not yet recorded)

The plat of subdivision ("Plat") which creates the Homesite subject in this Agreement has not been recorded among the land records of the applicable County as of the date of this Agreement. This Agreement is expressly contingent upon the recordation of the Plat. If the Plat is not recorded within six (6) months after the date of this Agreement, Seller shall have the following options

1. Seller may terminate this Agreement and return the Deposit to the Buyer at which time this Agreement shall be null and void and neither party shall have any further obligations or liabilities to the other; or
2. Seller may extend this contingency for an additional period, up to the Outside Delivery Date, as defined in paragraph 10(c) of the Agreement. If the Plat is still not recorded after the extension, any additional extension beyond the Outside Delivery Date may only be given with Buyer's consent. If the Buyer should not consent to further extensions, Seller shall return the Deposit to the Buyer at which time this Agreement shall be null and void and neither party shall have any further obligations or liabilities to the other.

Prior to the recordation of the Plat, Seller reserves the right to change the dimension's boundary lines, shape or size of the Homesite, which may impact the home plans that are available for the Homesite. In the event that Homesite size is reduced from the initial plan signed by Buyer by fifteen percent (15%) or more as a result of any changes to the plat of the subdivision, Buyer shall be notified by Seller in writing within ten (10) days of the day the plat is recorded and Buyer, at Buyer's option may terminate this Agreement by providing written notice to the Seller within five (5) days after the receipt of said notice from Seller. If Buyer elects to terminate this Agreement as provided in this addendum, Seller shall refund the Deposit to the Buyer at which time this Agreement shall be null and void and neither party shall have any further obligations or liabilities to the other. This Addendum shall not survive settlement.

_____/_____
Buyer's Initials

Road Construction Addendum (if the road construction is not yet complete)

The road(s) of subdivision ("Plat") which creates the Homesite subject in this Agreement has not been completed as of the date of this agreement. This Agreement is expressly contingent upon the completion of these road(s). If the roads are not completed within six (6) months after the date of this Agreement, Seller shall have the following options

1. Seller may terminate this Agreement and return the Deposit to the Buyer at which time this Agreement shall be null and void and neither party shall have any further obligations or liabilities to the other; or
2. Seller may extend this contingency for an additional period, up to the Outside Delivery Date, as defined in paragraph 10(c) of the Agreement. If the road(s) is still not complete after the extension, any additional extension beyond the Outside Delivery Date may only be given with Buyer's consent. If the Buyer should not consent to further extensions, Seller shall return the Deposit to the Buyer at which time this Agreement shall be null and void and neither party shall have any further obligations or liabilities to the other.

This Addendum shall not survive settlement.

_____/_____
Buyer's Initials

Power Transmission Lines Addendum (if within 200 feet of homesite)

1. There are, or will be elevated power transmission, line located within or adjacent to the Community.
2. Seller is not responsible for the location, construction or operation of the power transmission lines.
3. Buyer has been made aware of the approximate location or approximate proposed location of the power transmission lines.

_____/_____
Buyer's Initials

Well Water Addendum (if homesite is served by a well for water)

The Premises will be served by a private well water system. Seller shall provide all necessary approvals and permits for the construction of the water well. Seller will provide a drilled well, casing, well pump, pressure tank, and the accompanying plumbing and wiring for a functioning well. Seller's limited warranty does not cover issues related to water yield or water quality subsequent to Settlement. The water well shall be covered by Seller's limited warranty pursuant to the terms and conditions thereof with respect to defects in workmanship of the original installation of the water well.

At time of completion, if Buyer uses Seller's Preferred Lender and that lender requires it, a water sample will be tested at Seller's expense. If the Buyer uses a lender other than Seller's Preferred Lender, a water sample will be tested at Buyer's expense per the Lender's requirements.

Should the sample not meet the lender's requirements, it is the responsibility of the Buyer, after the well is drilled and shocked to meet such requirements, which can vary from lender to lender. The Buyer is responsible for any additional drilling and / or water treatment concerns to bring the water yield or water quality to the required or desired standards.

Total Well and Pump Allowance: \$6,500

_____/_____
Buyer's Initials

Propane Addendum (if propane gas is included for this home)

A 500 gallon propane tank will be installed with the home and is buried on the homesite, the location to be determined by the Seller. Seller is responsible for fuel used during construction, Buyer is responsible for fuel used from the date of settlement. Buyer understands and accepts that Buyer is responsible for signing a 5 year exclusive Agreement with the approved supplier to supply propane to the home. After 5 years the Buyer may continue the Agreement with the supplier or purchase the propane tank. Buyer understands and accepts that the minimum fuel obligation is one full tank of propane per year.

_____/_____
Buyer's Initials

Septic Addendum (if homesite is served by a septic system)

This notice is given pursuant to the Pennsylvania Sewage Facilities Act. The Premises will be served by a private septic system. Seller shall provide all necessary approvals and permits for the construction of the septic system. Seller will provide a septic system which meets all applicable standards required by the city or county in which the Premises is located. The warranties and representations set forth herein will not survive Settlement, and Seller shall not be responsible for failure of the septic system occurring after Settlement, other than as specifically provided in Seller's limited warranty. Buyer acknowledges that the size of the percolation field serving the septic system is designed and approved only for the number of bedrooms originally constructed in the home and that the number of bedrooms in the home may not be increased without significant modifications to the septic system by the Buyer.

For Premises that are equipped with an EnviroServer. The EnviroServer is an advanced wastewater treatment system used to remove nitrogen prior to returning it back to the groundwater. This self-contained underground system uses a single fiberglass tank. The systems are monitored remotely. The Department of Environmental Protection has issued a permit for the EnviroServer to provide nitrogen reduction for individual residences. The homeowner's association for the community in which an EnviroServer is installed is responsible for maintaining the equipment pursuant to manufacturer's specifications and as may be required by the Township."

_____/_____
Buyer's Initials

Common Driveway Addendum (if shown on the recorded plat plan)

The Premises subject to the Agreement is located on a homesite that requires a common driveway. This will require the establishment of an easement over this homesite and adjacent homesites for the construction and maintenance of a common driveway to be shared by the owners of the affected homesites. The easement will provide that the owners of the homesites share equally in the care and maintenance of the driveway and that none of the owners may restrict the use of the driveway by the other owners. This easement may not be established prior to Settlement and Buyer agrees to execute any documents necessary for the establishment and recordation of such an easement at anytime after settlement.

_____/_____
Buyer's Initials

Wetlands Addendum (if shown on the recorded plat plan)

Buyer acknowledges that the Homesite contains "wetlands" which are required to be left in their natural state. Buyer agrees that it will maintain the "wetlands" in their natural state and abide by all covenants and restrictions that may be specified in the subdivision plat, and any federal, state or local laws or ordinances pertaining to "wetlands."

_____/_____
Buyer's Initials

Affiliate Marketing Agreement

Seller has a business relationship with the Title Company listed below. An entity and a person related to the owner of Seller own 100% of the title company. Because of this relationship, Seller's referral of the Buyer to those entities may provide Seller, its shareholders, family members or related entities (hereinafter collectively referred to as Seller), a financial or other benefit including convenience of operation.

Seller has a Marketing Services Agreement with several preferred lenders.

Set forth below is the estimated charge or range of charges for the settlement services listed for the Title Company and mortgage company. You are NOT required to use the listed provider as a condition for purchase, sale, or refinance of the subject Premises. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE AND MORTGAGE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO COMPARE PROVIDERS TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR THESE SERVICES.

Title Company: Penn Transfer, LLC – provides title services
-- Estimated \$1,300 to \$3,200 for title services, depending on home contract price.

I/We have read this disclosure form and understand that Seller is referring me/us to purchase the above described settlement services and may receive a financial benefit as a result of this referral.

WITNESS:

Buyer

Buyer

Date of Execution: _____

SPECIFICATIONS

Foundation:

Foundation Poured concrete walls
Damp Proofing Spray Coating
Egress Egress included in all basements (window or door if a walkout basement)

Masonry:

Basement Floor 4" Concrete - Rebar in Garage
Crawl Space Floor 2" Concrete

Shell:

Floors Professionally Engineered EWP Trans spec L/480 with Sub-Floor (T&G) Glued and Screwed.
Exterior Walls 2" x 6" Walls with O.S.B. and Housewrap
Interior Walls 2" x 4" Studs
Exterior Doors Steel Skin Insulated
Windows Insulated - Single Hung Double Pane/Low E Glass (Screens Included)
Garage Door Per Standard Plan (Raised Panel)

Insulation:

Ceiling R-38 Sidewall R-21

Siding:

Siding Vinyl (Color: Buyers Choice Per Samples)
Soffit, Fascia, Trim Vinyl (Color: White standard, Almond optional)
Shutters Per Standard Plan
Fascia, Gutters and Downspouts Aluminum (coordinated with trim color)

Roof:

Framing Professional Engineered Trusses Per Plan (TPI Tested)
Roof Sheeting O.S.B.
Shingles 25 Year Shingles (Color: Weathered Wood) with Ridge Vent

Electric: (Home To Be Wired in Accordance with Local Electrical Code)

Main Panel 200amp
Exhaust Fan 1 (One) @ Bathroom
Door Bell 1 (One) @ Front Door
Telephone Jacks 2 (Two)
Exterior Electrical Outlet 2 (Two)
Cable TV Jacks 2 (Two)
Interior / Exterior Lights Per Standard Plan
CO / Smoke Detectors Per Standard Plan

Plumbing:

Main Bath 5' tub / shower, toilet and sink
Other Bath/Powder Rooms Per Standard Plan
Hot Water Heater 52 Gallon Electric
Kitchen Single-Bowl Stainless Steel
Washer/Elec. Dryer Hook-Up Yes
Exterior Hose Bib 1 (One)
Heating / Cooling Type: Gas Forced Air / Central Air Conditioning

Floor Covering:

Carpet 10 Yr Limited Warranty (Buyers Choice per Samples)
Vinyl Buyers Choice Per Samples
Padding Warranty-Life of the Carpet

Interior Finish:

Doors Raised Panel with Colonial Trim
Wall Drywall: Glued and Screwed
Handrail Wood (Color: Buyers Stain Choice per Samples)
Electric Range, Range Hood and Dishwasher

Kitchen:

Cabinets: Kitchen and Bathroom

Cabinet Recessed panel
Kitchen Counter Top Laminate (Square-Edge)
Bathroom Counter Top(s) Cultured Marble
Mirror(s) 1 Per Bathroom Vanity

Stoop:

Sidewalk

Concrete Pad
Concrete per plan

Interior & Exterior Painting:

2 Coats

Driveway:

Paved to the building set back line, unless otherwise stipulated on the Key Choice Summary (i.e., flag homesites require additional driveway expense).

**THE VILLAS AT THE RETREAT AT THE LINKS AT GETTYSBURG,
A PLANNED COMMUNITY
ADDENDUM TO AGREEMENT
FOR SALE OF REAL ESTATE AND HOME CONSTRUCTION**

THIS ADDENDUM is made this _____ day of _____, 20____,
by and between APPLEWOOD GROUP, LLC, a Pennsylvania limited liability company
("Seller") and

("Purchaser),

WITNESSETH:

In the event of any conflict between the provisions of the Agreement for Sale of Real Estate and Home Construction to which this Addendum is attached and this Addendum, the provisions of this Addendum shall control.

1. **PLANNED COMMUNITY DOCUMENTS.** Purchaser acknowledges receipt of a copy of Seller's current Public Offering Statement for the Planned Community, including all attachments and exhibits thereto on _____, 20 ____.

2. **CONVEYANCE OF TITLE.** At settlement, Seller shall convey to Purchaser title to the Unit by Special Warranty Deed substantially in the form attached to the Exhibits portion of the Public Offering Statement.

3. **ASSOCIATION WORKING CAPITAL FUND CONTRIBUTION.** At Settlement, Purchaser shall pay a working capital fund contribution in the amount of \$225.00, which payment shall be in addition to, and not a prepayment of, Purchaser's regular monthly assessment for Common Expenses. This payment shall be paid directly to the Association (and not to Seller) to be used by the Association as described in Section 11.13 of the Planned Community Declaration.

4. **MASTER ASSOCIATION WORKING CAPITAL FUND CONTRIBUTION.** At Settlement Purchaser shall pay a Master Association working capital fund contribution in the amount of \$75.00, which shall be in addition to: (a) Purchaser's regular monthly assessment for Common Expenses, (b) Purchaser's regular periodic assessments for Common Infrastructure Expenses, and (c) the contribution described in Paragraph 3 above, and not a prepayment of any of the foregoing. This payment shall be paid directly to the Master Association (and not the Seller or the Association), to be used for any proper Master Association purpose, including as general operating funds. Purchaser shall also be obligated to pay regular periodic assessments for Common Infrastructure Expenses to the Master Association in accordance with the Declaration of Planned Community and the Master Association Declaration.

5. **COMMENCEMENT OF CERTAIN ASSESSMENTS.** Association Common Expense assessments against the Unit and Master Association Common Infrastructure Expense

assessments against the Unit shall commence on the date of settlement, and the initial periodic payment of such common expense assessments may be collected at settlement.

6. NID ASSESSMENTS. The undersigned acknowledges that the Unit is located within The Links Neighborhood Improvement District (the "NID"), which has been created by ordinance enacted by Mount Joy Township (the "Township") on May 15, 2003 (as the same may be amended from time to time, the "Ordinance"). The undersigned understands that bonds will be or have been issued by the Township in conjunction with the NID and hereby agrees to pay any special assessments against the Unit in connection with the financing of the public infrastructure improvements described in the NID Plan as approved by the Ordinance. The undersigned further acknowledges and agrees that the NID assessment against a Unit may commence at any time during the phased construction of the NID financed public infrastructure improvements within the Planned Community. The NID assessments have been or will be made in accordance with the Rate and Method of Apportionment of Special Assessments as amended from time to time and as referenced in the Ordinance. Copies of the Ordinance and the Rate and Method may be obtained from the Township. The annual NID assessment per Unit is presently an amount not to exceed One Thousand Five Hundred Dollars (\$1,500). At settlement, Purchaser may be required to pay all or a portion of the NID Assessment assessed against the Unit for the year in which settlement occurs.

7. COMMUNITY AMENITIES MEMBERSHIP FUND CONTRIBUTION. At settlement, Purchaser shall pay a Community Amenities Membership Fund contribution ("CAM Fund Contribution") in the amount of Four Thousand Five Hundred Dollars (\$4,500). The CAM Fund Contribution shall be paid to the Master Association Declarant (and not the Seller, the Association, or the Master Association), who shall deposit such contributions in a segregated bank account, to be disbursed in accordance with Article X of the Master Association Declaration.

8. WARRANTIES. Seller hereby provides Purchaser with the warranties against structural defects contained in Section 5411 of the Pennsylvania Uniform Planned Community Act (the "Act"). Except for any Manufacturers' Warranties and any Limited Warranty that may be provided herewith, and except for the warranties provided herein pursuant to the Act,

SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND THE UNIT AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have by virtue of such representations and warranties.

9. INSULATION DISCLOSURE. Pursuant to the requirements of 16

C.F.R. § 460, Seller hereby advises Purchaser that certain portions of the Home shall be insulated with a resulting thermal resistance or "R-value," according to the manufacturers of the insulating materials, as follows:

(a) ceilings shall be insulated with blown fiberglass insulation to a thickness of approximately twelve (12) inches with a resulting R-value of R-38, and

(b) exterior framed walls shall be insulated with faced fiberglass batt insulation to a thickness of approximately five and one half (5.5) inches with a resulting R-value of R-21, and

(c) basement exterior walls shall be insulated with FSK-25 to a thickness of three and one half (3.5) inches with a resulting R-value of R-11.

The aforesaid R-value disclosures refer solely to the insulation, do not take into account any other measures or materials which may be incorporated into the design of the Home, and do not apply to doors or windows. Notwithstanding any, of the foregoing, insulation may be of a lesser thickness and R-value than set forth in certain limited areas where the design of the Home does not permit greater thickness or as a result of settlement of the Home. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, at corners, fireplaces and windows. The R-values stated above are based on the representations of the manufacturer(s) and/or the installer(s) of the insulation, and Seller does not warrant or represent that such R-values are correct. Seller shall have the right to make substitutions as to the type, thickness and R-value of the insulation installed in the Unit without obtaining Purchaser's consent, so long as there are no material changes in the R-value of the insulation installed in a substantial portion of the Home.

IN WITNESS WHEREOF, with intent to be legally bound hereby, this Addendum has been executed as of the date first above written by the parties hereto.

PURCHASER:

SELLER:

APPLEWOOD GROUP, LLC
By: KCH Holding, Inc.-Sole Member


By: _____

**DECLARATION OF DEED COVENANTS FOR
THE LINKS AT GETTYSBURG PGC PRESERVED OPEN SPACE**

This Declaration (the "Declaration") is made and entered into as of July ____, 2003, effective as of July 25, 2003 (the "Effective Date") by and between **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company, record owner; and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company, equitable owner (together "Declarant"), and **THE TOWNSHIP OF MOUNT JOY**, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania (the "Township").

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, being more particularly described by metes and bounds on Exhibit A attached hereto (the "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 (the "Golf Course" or the "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 (the "Conditional Use Approval") for the use and development of the PGC Property as a planned golf community ("PGC") 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").


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Instr# 200300019305
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK **3211** PG **94**

D. Section 110.28(38.1)(c)[1](e) of the PGC Ordinance requires that a deed covenant be recorded against all preserved open space within a PGC.

E. The Preserved Open Space constitutes and comprises the preserved open space for the PGC Property.

F. The Declarant wishes to impose deed covenants upon the Preserved Open Space and to grant the following rights and powers to the Township with respect thereto.

NOW, THEREFORE, with intent to be legally bound, the parties hereto agree and covenant as follows:

1. Covenants. Declarant hereby subjects the Preserved Open Space to the terms and covenants set forth in this Declaration.

2. Maintenance.

(a) Declarant covenants and agrees that the Preserved Open Space shall be preserved and maintained as:

(i) a golf course and uses compatible therewith
(collectively, "Golf Course Uses"), and/or

(ii) other active and passive recreation area(s), including without limitation, viewing areas, view sheds, woods, forests, wetlands, open fields and nature preservation areas.

(b) If the Golf Course and/or active recreation area(s) cease, for any reason, to be operated and/or used for such uses, such areas shall be used and operated as passive recreation areas and as no other use (with the exception of crop farming) unless and until:

(i) such other use of such area(s) is approved by the Township; and

(ii) if required by the Township, any such areas that are approved by the Township for such other use is replaced with other active or passive recreation areas in an acreage equal to the acreage of the areas for which the Township approved such other use.

Notwithstanding the foregoing, if any golf course and/or other active recreation area has ceased to be used and/or operated for such use, the owner(s) of such area(s) may, without obtaining approval from the Township, resume use of such area as that use had existed on the date on which such area ceased to be used and/or operated for such use.

3. Subdivision and Nonrecreational Development. The subdivision and non-recreational development of the Preserved Open Space shall be prohibited; provided, however, that the Declarant may substitute portions of the Preserved Open Space (the "Replaced Lands") with other lands (the "Substituting Lands") provided that:

(a) the acreage of the Substituting Lands is equal to or greater than the acreage of the Replaced Lands; and

(b) a deed covenant prohibiting the subdivision and non-recreational development of such Substituting Lands is recorded.

4. No Responsibility of Township. The Declarant, and each and every legal or equitable owner, tenant, or any other person or entity whomsoever, expressly acknowledges and agrees that the Township shall have no responsibility, obligation or duty to maintain the Preserved Open Space or any other portion of the PGC Property that has not been dedicated to and accepted by the Township.

5. Homeowner Associations. Declarant or subsequent owners of designated areas within the PGC Property intend to develop portions thereof for residential and/or permitted commercial uses (each such area, a "Community") and to form one or more homeowners or property owners associations (each such homeowner a "Unit Owner" and each such association a "Property Owners Association").

6. Master Association. Declarant shall create a master association for the PGC Property (the "Master Association") in accordance with Section 110.28(38.1)(c)[1](k) of the PGC Ordinance, Section 5222 of the Pennsylvania Uniform Planned Community Act (the "Act") and Section 3222 of the Pennsylvania Uniform Condominium Act (the "Condominium Act"). The Master Association shall be responsible for (a) the maintenance of the Open Space Recreation Area (as hereinafter defined), (b) the maintenance, repair and replacement of the OSRA Improvements (as hereinafter defined), (c) the cost of maintaining the portion of the PGC Trails (as hereinafter defined) located in the Preserved Open Space, (d) the maintenance of the portion of the PGC Trails located in the Communities, (e) the cost of maintaining any entrance signs used jointly by the Golf Course, a hotel and conference center constructed on the PGC Property, if any (the "Hotel/Conference Center"), and any planned community or condominium located on the PGC Property, together with any landscaping appurtenant thereto, and (f) the establishment of reserves for the future maintenance, repair and replacement of the aforementioned facilities. The Master Association shall further have the power to assess the cost of performing the aforementioned duties and responsibilities against the members of the Master Association, and such other powers as are enumerated in the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"). The Master Association may also have other powers, if such powers are delegated to the Master

Association by one or more Property Owners Associations pursuant to Section 5302(a)(18) of the Act.

7. PGC Trails.

(a) A system of walking paths (the "PGC Trails") shall be installed and maintained within the PGC Property. Declarant shall have the right to relocate the PGC Trails to the extent they are located within the Preserved Open Space if and to the extent necessary to facilitate the harmonious and safe usage of the PGC Trails and the Golf Course, so long as such relocation does not materially adversely diminish the overall length of the PGC Trails and access thereto for the owners and occupants of a Community.

(b) Declarant hereby grants each owner and occupant of a Community, and the guests and invitees of the Hotel/Conference Center, the right to utilize the PGC Trails for pedestrian walking purposes, subject to:

(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the PGC Trails are situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the PGC Trails are located within such Community.

(iii) Each Property Owners Association, at its expense, maintaining the PGC Trails within its Community in a good, safe and attractive condition.

(iv) The Declarant maintaining the PGC Trails that are located within the Preserved Open Space in a good, safe and attractive condition, at the expense of the Master Association, subject to the duty and obligation of the owner of the Hotel/Conference Center to reimburse the Master Association for its proportionate share of the cost thereof.

8. Open Space Recreation Area.

(a) An Open Space Recreation Area (the "OSRA") shall be constructed and maintained within the PGC Property. Construction of the OSRA shall begin no later than the completion of the eightieth (80th) Unit in The Courtyards At The Links At Gettysburg, A Planned Community, and shall be completed no later than ten (10) months thereafter. The Declarant shall initially install certain children's recreational equipment, such as swings, seesaws or similar equipment, benches, and other recreational equipment and facilities (the "OSRA Improvements") within the OSRA. Notwithstanding the foregoing, the Declarant shall have the right to relocate the OSRA, subject to obtaining the prior consent of the Township and the Property Owners Association for any Community into which Community the Declarant wishes to place the OSRA.

(b) Declarant hereby grants each owner and occupant of a Community the right to utilize the OSRA for normal and appropriate recreational purposes, subject to:

(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the OSRA is situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the OSRA is located within such Community.

(iii) The Master Association, at its expense, shall have the responsibility for the maintenance of the OSRA, and the repair, maintenance and replacement of the OSRA Improvements, in a good, safe and attractive condition,.

9. Insurance.

(a) The Master Association shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within the Preserved Open Space arising out of any negligent act or omission of the Master Association, Declarant, their agents, employees or contractors, or out of a breach by Declarant of any obligation imposed upon Declarant by the terms of this Declaration.

(b) The cost of the insurance maintained by the Master Association pursuant to Subsection (a) immediately above shall be assessed against the members of the Master Association in accordance with the Master Association Declaration.

(c) Each Property Owners Association, at its expense, shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within its Community, arising out of any negligent act or omission of such Property Owners Association, its members, agents, employees or contractors, or out of a breach by such Property Owners Association of any obligation imposed upon such Property Owners Association by the terms of this Declaration.

10. Disclaimer.

(a) Nothing contained in this Declaration shall create any rights in and to the Preserved Open Space, the PGC Trails or the OSRA, in any Property Owners Associations, any Unit Owners, any owners of other portions of a Community, or any other party whatsoever, except as expressly otherwise provided in Sections 7 and 8 above.

(b) Without limiting the generality of the foregoing, the Declarant makes no representations regarding the future use or uses of the Golf Course by Declarant or any successor owner. Neither the Master Association, nor any Property Owners Association, nor any Unit Owner, nor any owner of any other portion of a Community, nor any other person, gains any property right, ownership interest or other right, title or interest in the Golf Course, nor any right to use or obtain membership in the Golf Course by virtue of ownership of a residential unit or any other portion of the PGC Property, or otherwise as an incidence or appurtenance to being a member of the Master Association or a

Property Owners Association or being a Unit Owner or the owner of any other property interest within the PGC Property .

11. Additional/Withdrawable Preserved Open Space. As of the Effective Date, the Preserved Open Space consists of those tracts or parcels of land described by metes and bounds on Exhibit B attached hereto. If, and only to the extent that, the Township approves a revised subdivision and/or land development plan or otherwise grants appropriate municipal approval to a change in the boundaries of the Preserved Open Space (e.g., the submission of Substituting Land, and the removal of Replaced Land), the references to Preserved Open Space in this Declaration shall thereafter refer to the modified Preserved Open Space. At the request of Declarant or the Township, both parties shall execute and record in the Office of the Recorder of Deeds in and for Adams County an amendment to this Declaration setting forth the revised boundaries for the Preserved Open Space in accordance with Paragraph 14 below.

12. Enforcement by the Township.

(a) The deed covenants set forth in this Declaration shall expressly inure to the benefit of the Township, and the Township shall have the right, but not the duty, to enforce the provisions of this Declaration.

(b) Prior to exercising any enforcement or other rights hereunder, the Township shall provide the Declarant with written notice describing in reasonable detail any alleged failure of the Declarant to fulfill its obligations hereunder (a "Declarant Default"), and shall provide the Declarant with a reasonable period of time within which to cure the Declarant Default before the Township exercises its enforcement rights or performs any work to cure the subject of the alleged Declarant Default.

13. Approval. The Township hereby approves of the contents of this Declaration and acknowledges that it complies with the requirements of the PGC Ordinance and the approvals granted by the Township with respect to the PGC Property.

14. Amendment. Except as expressly otherwise provided herein or in the PGC Ordinance, this Declaration may be amended only by a further written document executed by the Declarant and the Township and recorded in the Office of the Recorder of Deeds in and for Adams County. Declarant and Township reserve the right to amend the provisions of this Declaration, without the consent or approval of any other persons or parties whatsoever, including but not limited to any Property Owners Association, any Unit Owner, any owner of other portions of the PGC Property or the Master Association.

15. Successor and Assigns.

(a) The terms and covenants set forth in this Declaration shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, as well as all subsequent property owners within the PGC Property and their respective heirs, personal representatives, successors and assigns. Subject to modification as specifically permitted herein, this Declaration shall run with every portion of the land constituting the PGC Property.

(b) The term "Declarant" when used in this Declaration shall mean the owner from time to time of the Preserved Open Space. The Declarant shall be released from all obligations and liabilities accruing under this Declaration subsequent to the date that Declarant conveys title to the Preserved Open Space to a third party. Such third party shall immediately

and automatically become the Declarant under this Declaration subject to all of the rights and obligations imposed upon the Declarant by this Declaration.

(c) The deed covenants set forth in this Declaration shall be specifically set forth or incorporated by reference hereto in all deeds to and leases of all or any part of the Preserved Open Space executed by the Declarant as identified in Subsection (b) immediately above.

IN WITNESS WHEREOF, the undersigned have executed this Declaration by its duly authorized representatives with intent to be legally bound.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By: Patricia A. Kennedy Secretary
Patricia A. Kennedy, Secretary

By: Richard A. Klein President
Richard A. Klein, President

WITNESS:

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

By: Richard A. Klein Managing Member
Richard A. Klein, Managing Member

ATTEST:

TOWNSHIP OF MOUNT JOY
ADAMS COUNTY, PENNSYLVANIA
By Its Board of Supervisors

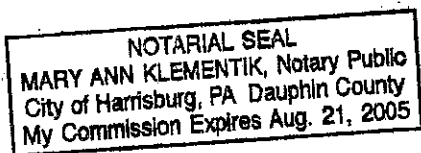
By: Brenda J. Constable
Name: Brenda J. Constable
Title: Secretary

By: James W. Waybright
Name: James W. Waybright
Title: Chairman

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, 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: (1) the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("Links"); and (2) the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Realty"), and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of President of the Links and as Managing Member of Realty respectively for the purposes therein contained.

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





Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

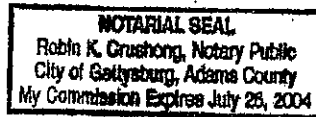
On this, the 23rd day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared James W. Waybright who acknowledged him self to be the Chairman of the Board of Supervisors of THE TOWNSHIP OF MOUNT JOY, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, and that he as such officer being authorized to do so, executed the foregoing instrument as such officer for the purposes therein contained.

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

Robin K. Crushong
Notary Public

(SEAL)

My Commission Expires:



After recording, please return to:

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. Flagggs 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 that 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 the remaining part, the same property that 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.

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.

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 minute 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. Flagg's 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.



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Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 4231 PG 60

**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: December 2, 2005

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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**").

BACKGROUND

- 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.

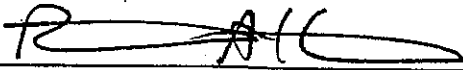


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BK 4231 PG 94

DECLARANT:

THE LINKS AT GETTYSBURG, L.L.C.

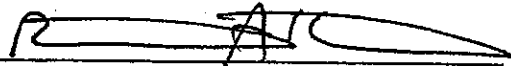
By: 
Richard A. Klein, President

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. Flaggs (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. Flagggs 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. Flagg (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. Flagg's 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

SS:

BK 4231 PG 102

COUNTY OF ADAMS

On this, the 2nd day of December, 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.

Mary Ellen Hall
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ADAMS

On this, the 2nd day of December, 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.

Mary Ellen Hall
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

:
:
SS:
:

COUNTY OF ADAMS

On this, the 2nd day of December, 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.

Mary Ellen Hall
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries



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BK 4231 PG 103

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 December 2, 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 Klein
Richard Klein

Richard A. Klein
Richard A. Klein
Bonni L. Klein
Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

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: SS:
:

On this, the 2nd day of December, 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.



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BK 4231 PG 104

Mary Ellen Hall
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member Pennsylvania Association of Notaries

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Adams County, PA
Patsy S. Gochenauer Recorder of Dees
BK **5072** PG **14**

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION FOR
THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY**

This Amendment is made as of this 7th day of December, 2007, by **The Links At Gettysburg, L.L.C.**, a Pennsylvania limited liability company, record owner, and **The Links At Gettysburg Realty Company, L.L.C.**, a Pennsylvania limited liability company, equitable owner by assignment of an unrecorded option agreement (together, the "Declarant").

BACKGROUND:

A. The Declarant executed a Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated July 25, 2003, and recorded on July 25, 2003, in Adams County Record Book 3211, Page 126, as amended and restated in its entirety by an Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated December 2, 2005, and recorded on December 5, 2005, in Adams County Record Book 4231, Page 60 (the "**Master Association Declaration**"), in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (the "**Act**").

B. Pursuant to Article X of the Master Association Declaration, the Declarant is required to construct two (2) tennis courts within The Links At Gettysburg Planned Golf Community ("**PGC**"), commencing no later than the closing of the conveyance of the eightieth (80th) Unit in The Courtyards At The Links At Gettysburg, A Planned Community (the "**Courtyards Community**").

C. Pursuant to Article X of the Master Association Declaration, the Declarant is also required to create a one (1) acre Open Space Recreation Area ("**OSRA**") which will be improved with certain children's recreational equipment, benches, and other recreational equipment or facilities.

D. The Declarant now desires to amend the Master Association Declaration in accordance with the terms and conditions set forth herein.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Master Association Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The sixth (6th) sentence of Subsection 10.1.1 of the Master Declaration is deleted and replaced by the following:

"The Declarant shall begin construction of the Community Amenities no later than the closing of the eightieth (80th) Unit sale in the Courtyards Community, and construction shall be completed no later than ten (10) months later; provided, however, that construction of the two (2) tennis courts described in Section 10.1 hereof shall commence no later than June 6, 2009, and construction thereof shall be completed no later than ten (10) months later."


2. Subsection 10.1.1 of the Master Declaration is further amended to add the following provisions:

"Following completion of the OSRA, the Declarant shall have the right, but not the obligation, to convey title to the OSRA, in fee simple, to the Master Association, and the Master Association shall accept such conveyance."

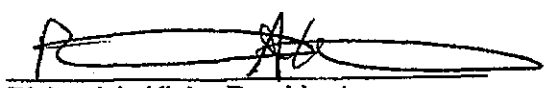
3. Except as modified by this Amendment, all of the terms and provisions of the Master Association Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

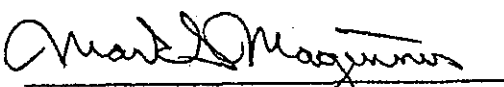
ATTEST:


Patricia A. Kennedy, Secretary

DECLARANT:
THE LINKS AT GETTYSBURG, L.L.C.:


Richard A. Klein, President

WITNESS:


MARK S. MAGINNIS

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


Richard A. Klein, Managing Member



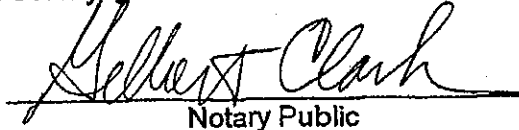
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BK 5072 PG 15

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 7th day of December, 2007, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of THE LINKS AT GETTYSBURG, L.L.C. and the Managing Member of THE LINKS AT GETTYSBURG REALTY, L.L.C, both being Pennsylvania limited liability companies, and that he as such officer of each limited liability company, being authorized to do so, executed the foregoing instrument as such officer of each such limited liability company for the purposes therein contained.

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


Notary Public

(SEAL)

My Commission Expires:



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Page 3 of 3

BK 5072 PG 16

After recording, please return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

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: December 2, 2005

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AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1. Applicability. These Amended and Restated Bylaws (the "Bylaws") provide for the governance of The Links At Gettysburg Master Association ("Master Association") created by the recording of the Declaration of Master Association for The Links At Gettysburg Planned Golf Community, as amended and restated by the recorded Amended and Restated Declaration for the Links at Gettysburg Planned Golf Community ("Master Association Declaration") among the land records of Adams County, Pennsylvania, pursuant to the requirements of Sections 5222 and 5306 of the Act and Sections 3222 and 3306 of the Condominium Act.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Master Association Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act or the Condominium Act, as appropriate.

1.3. Compliance. Pursuant to the provisions of the Act and the Condominium Act, every Unit Owner and all Persons entitled to occupy a Unit in any planned community or condominium created within the boundaries of The Links At Gettysburg Planned Golf Community (as constituted from time to time, the "PGC"), and any other owner of real property within the PGC, shall comply with these Bylaws.

1.4. Office. The office of the Master Association and the executive board of the Master Association ("Executive Board") shall be located at the PGC or at such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein or in the Master Association Declaration, the Act or the Condominium Act, the Master Association shall be governed by the provisions of the Non-profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa. C.S. §5101, et seq., as amended from time to time ("Non-profit Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Master Association Declaration as the "Executive Board."

ARTICLE II

The Master Association

2.1. Membership. The Master Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the Members of which are:

(a) the declarant of the Master Association, or any successor declarant as designated in Section 5304 of the Act and/or Section 3304 of the Condominium Act (the "Master Declarant") for so long as the Master Declarant, in its capacity as Master Declarant, owns any real property within the PGC.

(b) all the Unit Owners of The Courtyards At The Links At Gettysburg, A Planned Community ("Courtyards Community");

(c) all the Unit Owners of all other planned communities or condominiums located within the PGC (such planned communities or condominiums, together with the Courtyards Community, herein the "PGC Communities");

(d) the owner of the Preserved Open Space, as that term is defined in the Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space, as recorded in the Office of the Adams County Recorder of Deeds ("Open Space Declaration"), or any successor owner of the Preserved Open Space; and

(e) the owner of the Hotel/Conference Center, if any, as that term is defined in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, as recorded in the Office of the Adams County Recorder of Deeds ("Courtyards Declaration").

A person described in Section 2.1(a) through (e) above shall automatically become a Member of the Master Association at the time he acquires legal title to his Unit, whether improved or unimproved, or to other real property within the PGC, and he shall continue to be a Member so long as he continues to hold title to such Unit or real property. A person shall automatically cease being a Member at such time as he no longer holds legal title to such Unit or real property. A Unit Owner shall not be permitted to resign from membership in the Master Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit or other real property to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Master Association may treat the prior Unit Owner as the Member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Adams County Recorder

of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. The Master Association shall initially have the powers and responsibilities set forth in Article 4 of the Master Association Declaration. The Master Association shall further exercise any powers of The Courtyards Homeowners Association ("Courtyards Association") or the homeowners association of any other PGC Community (each such association a "Property Owners Association") delegated to it pursuant to Section 5302(a)(18) of the Act or Section 3302(a)(18) of the Condominium Act, as appropriate, subject to the provisions of Section 4.3 of the Master Association Declaration. Except as otherwise established by the Executive Board, the Master Association shall have the responsibility of determining the means and methods of collecting assessments and charges and performing all of the other acts that may be required or permitted to be performed by the Master Association pursuant to the Act, the Condominium Act and the Master Association Declaration. The foregoing responsibilities shall be performed by the Executive Board or a managing agent appointed by the Executive Board as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Master Association ("Annual Meetings") shall be held on the second Thursday of November of each year unless such date shall occur on a holiday, in which event the Annual Meeting shall be held on the succeeding Monday. At such Annual Meetings the Executive Board appointed or elected in accordance with the requirements of Sections 2.11(d) and 3.6 of these Bylaws and Section 3.2 of the Master Association Declaration shall be confirmed, and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meetings. Any meetings of the Members to consider proposed budgets shall be called in accordance with this Section 2.4. The budget may be considered at Annual or meetings called for other purposes ("Special Meetings").

(a) Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure, 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 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 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 2.4(a), Section 5303(b) of the Act or Section 3303(b) of the Condominium Act.

(b) Adoption of Non-Budgeted Assessments. If the Executive Board votes to levy an assessment not included in the current budget, the Executive Board shall immediately submit a copy or summary of such assessment to the

Members and such assessment shall be subject to rejection in the same manner as a budget under Section 2.4(a) hereof. Notwithstanding the foregoing, the Members shall not have the power to reject the imposition of assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

2.5. Special Meetings.

(a) Convened by Executive Board or Members. Special Meetings of Members may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Members entitled to cast at least twenty percent (20%) of the votes in the Master Association. The notice of any Special Meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a Special Meeting except as stated in the notice.

(b) Combining Special Meetings with Annual Meeting. Notwithstanding the foregoing, if any Special Meeting could be held on the date an Annual Meeting of the Master Association is scheduled, then such meeting may be held concurrently with such Annual Meeting.

2.6. Place of Meetings. Meetings of the Master Association shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Executive Board.

2.7. Notice of Meetings. The Secretary shall give to each Member a notice of each annual, regularly scheduled or Special Meeting of the Master Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Master Association Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section 2.7 and Section 9.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of ten percent (10%) or more of the Members shall constitute a quorum at all meetings of the Master Association. If at any meeting of the Master Association a quorum is not present, Members entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

2.9. Order of Business. The order of business at all meetings of the Members of the Master Association shall be as follows:

- (a) Roll call (proof of quorum).

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and approval of minutes of preceding meeting.
- (d) Reports of officers and committees.
- (e) Election of members of the Executive Board, if applicable to such meeting.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

2.10. Conduct of Meetings. The President (or in his absence, the Vice President) shall preside over all meetings of the Master Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Master Association. The then-current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Master Association when not in conflict with the Master Association Declaration, these Bylaws, the Act or the Condominium Act. All votes shall be tallied by tellers appointed by the President or other officer presiding over the meeting.

2.11. Voting.

(a) Number of Votes Held by Members. Voting at all meetings of the Master Association at which Members are entitled to vote shall be as provided in Section 2.2 of the Master Association Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such

vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Property Owners Association of which the Unit Owner is a member. An exception to this rule is a situation in which the Unit Owner is required by the Act, the Condominium Act, or the declaration of any PGC Community to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except when a greater number is required by the Act, the Condominium Act, the Master Association Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Master Association. A "Majority Vote" means a vote by Members vested with more than fifty percent of the votes (as allocated in Section 2.2 of the Master Association Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election and Appointment of Executive Board Members. Executive Board members shall be elected or appointed in a manner consistent with the provisions of Section 5222(e)(4) of the Act and Section 3222(e)(4) of the Condominium Act.

(i) Initial Executive Board. The Executive Board shall initially have five (5) members, three (3) of whom shall be appointed by the Master 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 of the Master Association Declaration and Section 2.11(d)(ii) hereof. The three (3) initial Voting Board Members appointed by the Master Declarant, or their replacements as designated by the Master 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 of the Master Association Declaration and Section 2.11(d)(ii) 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 of the Master

Association Declaration and Section 2.11(d)(ii) 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 Master Declarant (or their successors appointed by the Master Declarant) shall serve at the discretion of the Master Declarant until such time as the Executive Board is reconstituted in accordance with Section 3.2.3 of the Master Association Declaration and Section 2.11(d)(iii) below.

(ii)(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.

(iii) Master Declarant Appointed Voting Board Members. At any time after the recording of the Master Association Declaration, and from time to time, Master Declarant may (i) replace one or more of the three (3) Voting Board Members appointed by the Master Declarant, or (ii) decrease the number of such Master 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 the Master Association 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, Master Declarant shall cause all three (3) Master 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 these Bylaws, and such successor shall serve until the next annual election of officers of the Master Association.

(e) Declarant's Right to Vote Its Units. If the declarant of any PGC Community owns or holds title to one (1) or more Units, such declarant shall have the right at any meeting of the Master Association to cast the votes to which such Units are entitled.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Master Association, the Courtyards Association or any Property Owners Association may be cast.

(g) No Cumulative or Class Voting. There shall be no cumulative or class voting.

2.12. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Member in favor of only another Member, a holder of a mortgage on a Unit or a declarant. In the case of multiple Owners of a Unit, the proxy shall be executed in the same manner as the certificates described in Section 2.11(b) hereof. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy.

2.13. Action Without Meeting. Any action required or permitted to be taken by a vote of the Members may be taken without a meeting by unanimous written consent executed by all Members stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Master Association.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Master Association shall be governed by an Executive Board. The Executive Board shall initially be composed of five (5) members as described in Section 2.11(d)(i) above.. The Courtyards Community and any other PGC Community shall each be represented on the Executive Board by a Voting Board Member. Not later than thirty (30) days after the first conveyance of a Unit in each PGC Community to a Unit purchaser other than the declarant, the declarant of such PGC Community shall appoint a Voting Board Member to represent that PGC Community. The owner of the Preserved Open Spaceshall also be represented by a Voting Board Member. The number of votes allocated to each Voting Board Member is as set forth in Section 3.2 of the Master Association Declaration and Sections 2.11(d) and 3.5 hereof. Executive Board members representing PGC Communities shall be Unit Owners or designees of the declarants of such PGC Communities. The Executive Board member representing the owner of the Preserved Open Space shall be the designee of, and shall serve at the discretion of, the owner of the Preserved Open Space. The size of the Executive Board is subject to change as provided in Section 3.2 of the Master Association Declaration and Section 2.11(d) hereof.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Master Association, except as provided in the Master Association Declaration, these Bylaws, the Act or the Condominium Act. The Executive Board shall have, subject to the limitations contained in the Master Association Declaration, the Act and the Condominium Act, the powers and duties necessary for the administration of the affairs of the Master Association and of the PGC, which shall include, but not be limited to, the following:

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments from Members of the Master Association;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Master Association's name on behalf of the Master Association or two or more Members on matters affecting the PGC;

- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of property and facilities within the PGC that are jointly used by the PGC Communities, the Golf Course and the Hotel/Conference Center, if constructed, ("Common Infrastructure Elements"), to the extent that such responsibility is assigned to the Master Association in the Master Association Declaration or delegated to the Master Association pursuant to Section 5302(a)(18) of the Act, Section 3302(a)(18) of the Condominium Act, the Courtyards Declaration or the declaration of any other PGC Community;
- (i) Cause additional improvements to be made as a part of the Common Infrastructure Elements;
- (j) Acquire, hold, encumber and convey in the Master Association's name any right, title or interest to real property or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over any real property owned by the Master Association;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of any real or personal property owned by the Master Association, and for services provided to Members;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Master Association Declaration, Bylaws and any Rules and Regulations of the Master Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Master Association Declaration or resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Master Association's officers and Executive Board and maintain directors' and officers' liability insurance;
- (p) Maintain property and liability insurance in connection with real property owned by the Master Association in accordance with the provisions of the Master Association Declaration and Section 5312 of the Act and Section 3312 of the Condominium Act, as applicable;
- (q) Accept delegation of any powers of the Courtyards Association or any Property Owners Association to the Master Association in accordance with the provisions of the Master Association Declaration, Section 5302(a)(18) of the Act and Section 3302(a)(18) of the Condominium Act;

(s) Assign the Master Association's right to future income, including the right to receive assessments, provided, however, that reserve funds held for future major repairs and replacements of the Common Infrastructure Elements may not be assigned or pledged;

(t) Invest the Association's reserve funds in investments permissible by law for the investment of trust funds, in accordance with the Prudent Investor Rule (20 Pa. C.S. § 7203);

(u) Exercise any other powers conferred by the Act, the Condominium Act, the Master Association Declaration or these Bylaws;

(v) Exercise any other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Master Association;

(w) Exercise any other powers necessary and proper for the governance and operation of the Master Association; and

(x) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Members and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Member within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or Special Meeting.

3.3. Standard of Care. In the performance of their duties, the officers and members of the Executive Board shall stand in a fiduciary relation to the Master Association and shall perform their duties, including duties as members of any committee of the board upon which they may serve, in good faith, in a manner they reasonably believe to be in the best interests of the Master Association and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(a) One or more other officers or employees of the Master Association or any managing agent appointed by the Executive Board whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(b) Counsel, public accountants or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of such person.

(c) A committee of the Executive Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

The Executive Board and its members shall have no liability for exercising these powers provided they are exercised in good faith, in the best interest of the Master Association, and with care in the manner set forth in the Act and/or the Condominium Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ a managing agent at a level of compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. When a managing agent does not have the power to act under the Act, the Condominium Act, the Master Association Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the managing agent only the powers granted to the Executive Board by these Bylaws under Subsections 3.2(c), (e), (g) (h) and (p) hereof.

Any contract with a managing agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Master Association. The term of any such contract may not exceed one (1) year.

3.5. Votes Assigned to Executive Board Members. The three (3) initial Voting Board Members appointed by the Master Declarant, or their replacements as designated by the Master 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 of the Master Association Declaration and Section 2.11(d)(ii) hereof shall be entitled to one (1) vote.

3.6. Election and Term of Office. Members of the Executive Board shall be elected in accordance with the provisions of Section 3.2 of the Master Association Declaration and Subsection 2.11(d) hereof. The term of office of any elected Executive Board member (except as set forth in Section 3.2 of the Master Association Declaration

and Subsection 2.11(d) and Section 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by a declarant of a PGC Community, at any regular or Special Meeting of the Master Association duly called, a member of the Executive Board may be removed with or without cause by the governing body of the PGC Community entitled to elect such member, and a successor may then and there be elected to fill the vacancy thus created. Any Member or governing body proposing removal of an Executive Board member shall give notice thereof to the Secretary. Any Executive Board member whose removal has been proposed by a Member or governing body shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and, if the Executive Board member is also a Unit Owner, shall be deemed to have resigned upon transfer of title to his Unit. A declarant shall have the right to remove and replace any or all members appointed by such declarant at any time and from time to time until the required resignation date specified in Subsection 2.11(d) hereof.

3.8. Vacancies. Except as set forth in Section 2.11(d) hereof, vacancies in the Executive Board shall be filled by a vote of a majority of the members of the governing body of the Property Owners Association with respect to which the vacancy has occurred at a special meeting of such governing body held for such purpose promptly after the occurrence of any such vacancy, pursuant to Section 5222(e)(4) of the Act or Section 3222(e)(4) of the Condominium Act, as appropriate. Each person so elected shall be a member of the Executive Board of the Master Association for the remainder of the term of the member being replaced.

3.9. Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Master Association shall be held within ten (10) days thereof at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

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

3.11. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each member of the Executive Board, given by hand delivery or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Executive Board.

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

3.13. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the Voting Board Members shall constitute a quorum for the transaction of business, and the votes of a majority of the Voting Board Members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, the member(s) present may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One (1) or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

3.14. Compensation. No member of the Executive Board shall receive any compensation from the Master Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.15. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then-current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Master Association Declaration, these Bylaws, the Act or the Condominium Act.

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

3.17. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Master Association and one (1) or more of its Executive Board members or between the Master Association and any corporation, firm,

or association in which one (1) or more of the Executive Board members is a director or officer, or is financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board at which the contract or transaction was authorized or approved or because his vote was counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board, whether or not such interest is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Executive Board member; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Master Association at the time it is authorized, approved or ratified.

3.18. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.17 hereof.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Master Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be members of the Executive Board. Any other officers may, but need not, be Members or members of the Executive Board. An officer other than the President may hold more than one (1) office.

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

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Master Association, preside at all meetings of the Master Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of the Commonwealth of Pennsylvania including without limitation the power to appoint committees from among the Members from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Master Association.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President.

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Master Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Members and holders of any Security Interest(s) in any real estate owned by the Master Association hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of the Commonwealth of Pennsylvania.

(b) Official List of Members. The Secretary shall attempt in good faith to compile and maintain at the principal office of the Master Association, an updated list of Members and their last known post office addresses. Such lists shall also show opposite each Member's name the address of the Unit owned by such Member if the Member is also a Unit Owner. The list shall be revised by the Secretary to reflect changes in ownership of Units occurring prior to the date of each annual or Special Meeting of the Master Association. This list shall be open to inspection by all Members and other persons lawfully entitled to inspect the same during regular business hours up to the date of each such annual or Special Meeting.

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of Master Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Master Association, in such depositories as may from time to time be designated by the Executive Board and, in general, performing all the duties incident to the office of treasurer of a corporation organized under the laws of the Commonwealth of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in

amounts greater than five percent (5%) of the annual budget of the Master Association shall be executed by two (2) officers of the Master Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Master Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the Master Association for acting as such officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

4.10. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, Secretary, or a managing agent employed by the Master Association, or, in their absence, any officer having access to the books and records of the Master Association, may prepare, certify, and execute resale certificates in accordance with Section 5407 of the Act or Section 3407 of the Condominium Act, and statements of unpaid assessments in accordance with Section 5315(h) of the Act or Section 3315(g) of the Condominium Act, as appropriate. The form resale certificate attached as Exhibit A hereto shall be deemed to satisfy the foregoing provisions of the Act or the Condominium Act. The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments.

ARTICLE V

Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Common Infrastructure Elements shall be carried out by the Master Association in accordance with the provisions of the Act, the Condominium Act, the Master Association Declaration and the Open Space Declaration.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Member shall be governed by, and shall comply with, all of the terms of the Master Association Declaration, these Bylaws, Master Association Rules and Regulations, the Act and the Condominium Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act, the Condominium Act and the Master Association Declaration, a default by a Member to comply with any provisions of the aforementioned documents, the Act or the Condominium Act shall entitle the Master Association, acting through its Executive Board or the managing agent, if any, to the following relief:

(a) Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Master Association, the Courtyards Association, any Property Owners Association or the owner of the Preserved Open Space. Such liability shall include any increase in the casualty insurance premiums of the Master Association occasioned by improper use of any Common Infrastructure Elements. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Member, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Master Association, the Executive Board or a Member to enforce any right, provision, covenant or condition that may be granted by the Master Association Declaration, these Bylaws, the Executive Board, Master Association Rules and Regulations, the Act or the Condominium Act shall not constitute a waiver of the right of the Master Association, the Executive Board or the Member to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Master Association, the Executive Board or any Member pursuant to any term, provision, covenant or condition of the Master Association Declaration, these Bylaws, Master Association Rules and Regulations, the Act or the Condominium Act shall be deemed to be cumulative. The exercise of any one (1) or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Master Association Declaration, these Bylaws, Master Association Rules and Regulations, the Act or the Condominium Act at law or in equity.

(d) Abating and Enjoining Violations by Members. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Master Association Declaration, the Act or the Condominium Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights, to (i) levy fines pursuant to Section 6.2 hereof, or (ii) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of any Rules and Regulations adopted by the Executive Board, the breach of any Bylaw

contained herein or the breach of any provision of the Master Association Declaration, the Act or the Condominium Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Member so assessed and also shall, until fully paid, constitute a lien against the property of such Member. If the Member is a Unit Owner, any such unpaid assessment shall constitute a lien against the Unit Owner's Unit pursuant to Section 5315 of the Act or Section 3315 of the Condominium Act.

6.4. Disputes. In the event of any dispute or disagreement between any Members relating to the Common Infrastructure Elements, or any questions of interpretation or application of the provisions of the Master Association Declaration, these Bylaws or any Rules and Regulations promulgated by the Executive Board, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Members. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Master Association as a common expense.

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Section 13.2 of the Master Association Declaration.

ARTICLE VIII

Records

8.1. Records. The Master Association shall maintain accurate and complete financial records of the activities for which it is responsible, including such information as is required for the Master Association to provide resale certificates and statements of unpaid assessments as required by Sections 5407 and 5315(h) of the Act or Sections 3407 and 3315(g) of the Condominium Act. The financial records shall be maintained in accordance with Section 4.8 of the Master Association Declaration.

8.2. Examination. All records maintained by the Master Association or by any managing agent shall be available for examination and copying by any Member, by any holder of a Security Interest in a Unit or in any other portion of the PGC, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE IX

Miscellaneous

9.1. Notices. All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if hand delivered or if sent prepaid by United States mail (a) if to a Member, at the address that the Member shall designate in writing and file with the Secretary or, if no such address is designated, at the last known address of such Member or, if the Member is a Unit Owner, the address of the Unit of such Unit Owner, or (b) if to the Master Association, the managing agent, or to the Executive Board, at the principal office of the Master Association or managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section. If a Unit is owned by more than one (1) Person, each such Person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

9.2. Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the Master Association Declaration, the Master Association Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the Master Association Declaration and these Bylaws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Master Association as a bona-fide non-profit entity.

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

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

MASTER ASSOCIATION RESALE CERTIFICATE

EXHIBIT A

THE LINKS AT GETTYSBURG MASTER ASSOCIATION

RESALE CERTIFICATE

**As required by Section 5407 of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101 et seq. ("Act")
and Section 3407 of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. § 3101 et seq. ("Condominium Act")**

Date: _____, 20__.

Resale of Unit No. _____; Section: _____.

The Links At Gettysburg Master Association ("Master Association") hereby provides the information set forth below, together with a copy of the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration") and The Bylaws of The Links At Gettysburg Master Association ("Master Association Bylaws"), in accordance with Section 5407 of the Act and Section 3407 of the Condominium Act pursuant to the request of _____ ("Seller"), who intends to resell the above-described Unit to _____ ("Purchaser").

The Seller is not liable to the Purchaser for any erroneous information provided by the Association and disclosed in this Certificate of Information. The Seller is not liable to the Purchaser for failure to furnish the Purchaser with this Resale Certificate in a timely manner. However, the Agreement of Sale between the Seller and the Purchaser shall be voidable by the Purchaser until this Resale Certificate has been furnished to the Purchaser by the Seller and for a period of five (5) days thereafter or until conveyance of the Unit to the Purchaser, whichever occurs first.

Information Required by Section 5407 of the Act
and Section 3407 of the Condominium Act:

1. Restraints on Alienation. The Master Association Declaration contains no right of first refusal or any other restraint on the free alienability of the Unit that would affect the proposed resale of the Unit.

2. Assessments and Surplus Funds.

a. The current monthly Common Infrastructure Expense assessment for the Unit is \$ _____.

- b. The amount of any unpaid Common Infrastructure Expense assessment currently due and payable, for the period from _____ until _____, is \$_____.
- c. The amount of any unpaid special assessment currently due and payable is \$_____.
- d. The amount of any surplus funds credited to the Unit to be to be applied to reduce future assessments in accordance with Section 5313 of the Act or Section 3313 of the Condominium Act is \$_____.

3. Other Fees. Other fees due and payable by Purchaser at Settlement are as follows:

- a. Master Association working capital fund contribution in the amount of \$75.00.

4. Capital Expenditures. Capital expenditures proposed by the Master Association for the current fiscal year and the succeeding two (2) fiscal years are as follows:

- a. Fiscal year 20__ : \$_____.
- b. Fiscal year 20__ : \$_____.
- c. Fiscal year 20__ : \$_____.

5. Capital Reserves. The Master Association has accumulated reserves for capital expenditures in the amount of \$_____. Of this total reserve amount, the amounts set forth below have been designated for the specific capital projects described below:

6. Master Association Financial Statements. The most recently prepared balance sheet and income statement for the Master Association, if any, are attached hereto, and the Purchaser acknowledges receipt of the same.

7. Current Operating Budget. The current operating budget for the Master Association, if any, is attached hereto, and the Purchaser acknowledges receipt of the same. If the Master Association is newly-formed and does not have a current operating budget, then the projected operating budget is provided as an exhibit to the Public Offering Statement for The Courtyards At The Links At Gettysburg, A Planned Community and The Links At Gettysburg Planned Golf Community ("Public Offering Statement").

8. Judgments; Lawsuits. The following is a statement of any judgments against the Master Association and the status of any pending suits to which the Master Association is a party:

9. Insurance. The Master Association has obtained insurance coverage as required by Section 5312 of the Act and Section 3312 of the Condominium Act, including property insurance as described in Section 8.2 of the Master Association Declaration and liability insurance as described in Section 8.3 of the Master Association Declaration.

10. Alterations and Improvements. The Executive Board of the Master Association has the following knowledge of any alterations or improvements to the Unit or to the Limited Common Elements appurtenant thereto in violation of any provision of the Master Association Declaration:

11. Government Regulations; Environmental Matters. The Executive Board of the Association has no knowledge of any violation of applicable government regulations or of any hazardous conditions with respect to the Unit or the Limited Common Elements appurtenant thereto or the Community, pursuant to Section 5402(a)(27) of the Act or Section 3402(a)(26) of the Condominium Act, except as disclosed in Section 19 of the Public Offering Statement.

12. Leasehold Estates. There are no leasehold estates affecting the PGC.

13. Cumulative or Class Voting. The Master Association Declaration does not provide for either cumulative or class voting.

14. Termination. There are no agreements to terminate the PGC that have been submitted to the Unit Owners and remain outstanding.

15. Time Share Estates. There are presently no Units in the PGC that are owned as time share estates; however, creation of such Units is permitted.

WITNESS/ATTEST:

THE LINKS AT GETTYSBURG MASTER
ASSOCIATION:

By: _____

By: _____

Title: _____

Date: _____

Attachments:

Master Association Declaration and Amendments thereto
Master Association Bylaws and Amendments thereto
Current balance sheet and income statement, if any



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Fee Amt: \$44.50 Page 1 of 12
Instr# 200300019306
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

**DECLARATION OF ACCESS DRIVE
AND ENTRANCE SIGN EASEMENT**

BK **3211** PG **114**

This Declaration of Access Drive and Entrance Sign Easement is made this twenty-fifth day of July, 2003 by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Declarant").

BACKGROUND:

- A. Declarant is developing certain real estate located Mount Joy Township, Adams County, Pennsylvania, as more particularly bounded and described by metes and bound on Exhibit A attached hereto (the "PGC Property"), as a mixed use development containing, among other things, a golf course and several residential communities, which may be formed as planned communities and/or condominiums.
- B. Declarant has entered into an exclusive Option Agreement dated June 29, 2001 with Richard A. Klein which was assigned to The Links at Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Optionee"), which will enable Declarant and Optionee to create the first planned community within the PGC Property to be known as The Courtyards At The Links At Gettysburg, A Planned Community ("The Courtyards"). The Courtyards may be made up of three (3) non-contiguous tracts of land, two of which abut Clubhouse Drive (the "Road") as it extends in a northeasterly direction from its intersection with Mason Dixon Road. A plan depicting the Road and a metes and bounds description of the Road are attached hereto as Exhibit B.
- C. Declarant may enter into option or other agreements with Optionee or others with respect to other portions of the PGC Property and desires to create an access drive and entrance sign easement in favor of Optionee and the future owners and occupants of

the PGC Property. Declarant further desires to provide for the continuing maintenance of the Road.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Easement for the Road. Effective upon the recording of this Declaration, Declarant hereby declares that a perpetual, non-exclusive easement in favor of the owners and occupants of the PGC Property, their guests and invitees, shall exist for ingress, egress and regress over and upon the Road.

2. Easement for the Entrance Signs. Effective upon the recording of this Declaration, Declarant hereby declares that a perpetual, non-exclusive easement in favor of the owners and occupants of the PGC Property shall exist for use of the signs situated on either side of Clubhouse Drive at the intersection of the Road and Mason Dixon Road (the "Entrance Signs"). However, the location, size, design and appearance of the signs shall be determined by Declarant in its sole discretion.

3. Easement for Construction. Effective upon the recording of this Declaration, Declarant further declares that a temporary construction easement in favor of Optionee and any builder(s) of improvements on the two tracts abutting the Road (identified on the plats and plans for The Courtyards as "The Lookout" and "Round Top"), their employees, agents and contractors, shall exist for access to The Lookout and Round Top for the purpose of activities related to the initial construction of units on The Lookout and Round Top (the "Temporary Construction Easement"). The Temporary Construction Easement shall be located on either or both of The Lookout and Round Top or elsewhere on the PGC Property, as designated by the Declarant in its sole discretion. The Temporary Construction Easement shall also include the Road, provided, however, that (i) upon completion of the construction of units on The Lookout and Round Top, the Road shall be repaired,

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reconstructed or replaced, as determined by Declarant in its sole discretion, and (ii) financing for such repair, reconstruction or replacement of the Road shall be available from the proceeds of municipal bonds to be issued by Mount Joy Township ("NIDMA Bonds"). Upon completion of the initial construction of units on The Lookout and Round Top, and completion of repair, reconstruction or replacement of the Road, if applicable, a temporary construction easement in favor of any builder, contractor, repairman, or materialman and their employees, subcontractors and agents, shall exist for access to The Lookout and Round Top over the Road for the purpose of improvement, repair, maintenance and replacement of the common areas and units located upon The Lookout and Round Top.

4. Reasonable Exercise of Rights Granted; Risk. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of damage to the Road and a minimum of disruption to Declarant and the others owners and occupants of the PGC Property. In addition, the easement rights created hereby shall be exercised by all benefited parties at their own risk, and the parties using the Road pursuant to this Declaration shall indemnify and hold Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs. Declarant reserves the right to promulgate, from time to time, reasonable rules and regulations regarding the use of the Road (including size and weight limitations for trucks and other vehicles that may use the Road) and the Entrance Signs.

5. No Obstruction. No party, including Declarant, shall obstruct the Road or the Entrance Signs at any time, with the exception of reasonable periods of time for the construction, repair, maintenance and replacement (the "Maintenance") of the Road or the Entrance Signs.

6. Damage to the Road or the Entrance Signs. In the event of any damage to the Road or the Entrance Signs done by any party exercising the rights created hereby, the person or persons causing such damage shall be solely responsible for the prompt repair and restoration of the Road or the Entrance Signs to their original condition, at his sole cost and expense. Notwithstanding the foregoing, if a Temporary Construction Easement for initial construction of units on The Lookout and Round Top shall be granted pursuant to Section 3 hereof, and proceeds of the NIDMA Bonds are available to finance the cost of repair, reconstruction or replacement of the Road, then any builder or other person having caused damage to the Road by its construction activities shall not be responsible for repair of such damage.

7. Sharing of Maintenance Costs. At Declarant's option, all owners of real property located within the PGC Property shall share pro rata in the costs for the Maintenance of the Road and the Entrance Signs, together with any landscaping appurtenant to either. No owner of real property within the PGC Property shall be permitted to avoid the payment of his pro rata share of the costs for Maintenance of the Road based on his nonuse of the Road. It shall be the responsibility of the Declarant to do the actual Maintenance of the Road and the Entrance Signs and any appurtenant landscaping and to obtain reimbursement from the other property owners within the PGC Property, either from the owners directly or through any master association, planned community association or condominium association created to administer communities within the PGC Property as a common expense assessment.

8. Relocation of the Road and the Entrance Signs. Notwithstanding the rights created hereby, Declarant reserves the right, in its sole discretion, to relocate the Road and the Entrance Signs at any time, from time to time, to any other location within the parcel of land described by metes and bounds in Exhibit B attached hereto. At such time as any

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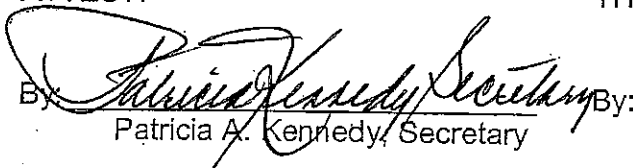
relocation is completed, the easement rights created hereby shall terminate with respect to the prior location of the Road or the Entrance Signs, as applicable, and shall be in effect over and upon the relocated Road or Entrance Signs in accordance with the terms of this Declaration.

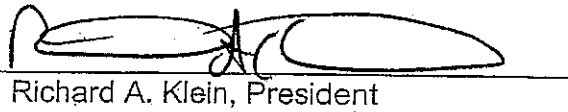
9. Covenants Running with the Land. The provisions of this Declaration shall run with the land and shall bind and benefit the subsequent owners and occupants of the PGC Property and their successors in title.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Access Easement to be executed as of this twenty-fifth day of July, 2003.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By:  Secretary
Patricia A. Kennedy, Secretary

By:  President
Richard A. Klein, President

COMMONWEALTH OF PENNSYLVANIA

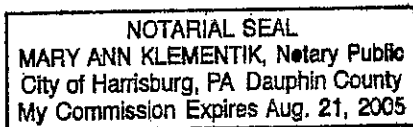
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SS:

COUNTY OF ADAMS

On this, the 25th day of July, 2003, before me, a Notary Public, 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 as such President, being authorized to do so, he executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as such President.

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



Mary Ann Klementik

Notary Public

JOINDER

The undersigned, being the equitable owner of the real property described in the ACCESS DRIVE AND ENTRANCE SIGN EASEMENT dated July 25, 2003, to which this joinder is appended, joins in the said document to evidence its 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.

WITNESS:

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

Mary Ann Klementik

By: [Signature]
Richard A. Klein, Managing Member

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

:
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SS:
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On this, the 25th day of July, 2003, 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 as Managing Member of said limited liability company for the purposes therein contained.

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

NOTARIAL SEAL
MARY ANN KLEMENTIK, Notary Public
City of Harrisburg, PA Dauphin County
My Commission Expires Aug. 21, 2005

Mary Ann Klementik
Notary Public

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. Flaggs (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 that 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 the remaining part, the same property that 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.

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 said 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.

EXHIBIT B

LEGAL DESCRIPTION OF THE ROAD

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002) (50 feet wide), said point being located South 54 degrees 43 minutes 10 seconds East a distance of 224.85 feet from the westernmost corner of Convertible/Withdrawable Real Estate identified as "Lookout"; thence from the point and place of BEGINNING the following nine (9) courses and distances:

(1) North 35 degrees 16 minutes 50 seconds East a distance of 20 feet; (2) South 54 degrees 43 minutes 10 seconds East a distance of 30 feet; (3) North 84 degrees 52 minutes 01 second East a distance of 53.30 feet; (4) North 44 degrees 27 minutes 13 seconds East a distance of 66.61 feet; (5) North 53 degrees 54 minutes 12 seconds East a distance of 87.27 feet; (6) by a curve to the left having a radius of 1170.00 feet and a chord bearing of North 38 degrees 05 minutes 00 seconds East, and a chord length of 180.68 feet, an arc distance of 180.86 feet; (7) North 33 degrees 39 minutes 18 seconds East a distance of 340.48 feet; (8) by a curve to the right having a radius of 1380.00 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East and a chord length of 223.30 feet, an arc distance of 223.55 feet; and (9) 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 and a chord length of 190.88 feet, an arc distance of 194.14 feet to a point; thence South 44 degrees 17 minutes 02 seconds East a distance of 72.11 feet to a point at corner of Convertible/Withdrawable Real Estate identified as "Roundtop"; thence continuing along the western boundary line of Roundtop the following nine (9) courses and distances: (1) South 79 degrees 24 minutes 22 seconds West a distance of 40.00 feet; (2) by a curve to the left having a radius of 245.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West and a chord length of 153.33 feet, an arc distance of 155.95 feet; (3) by a curve to the left having a radius of 1320.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West and a chord length of 213.59 feet, an arc distance of 213.83 feet; (4) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (5) by a curve to the right having a radius of 1230.00 feet and a chord bearing of South 39 degrees 03 minutes 15 seconds West and a chord length of 231.47 feet, an arc distance of 231.82 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 100.46 feet; (7) South 05 degrees 36 minutes 23 seconds East a distance of 45.65 feet; (8) by a curve to the left having a radius of 1487.96 feet and a chord bearing of South 57 degrees 06 minutes 01 second East and a chord length of 45.00 feet, an arc distance of 45.00 feet; and (9) South 32 degrees 02 minutes 00 seconds West a distance of 20 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same the following two (2) courses and distances: (1) by a curve to the right having a radius of 1507.96 feet and a chord bearing of North 56 degrees 20 minutes 35 seconds West and a chord length of 85.45 feet, an arc distance of 85.46 feet; and (2) North 54 degrees 43 minutes 10 seconds West a distance of 137.18 feet to the point and place of BEGINNING.

BEING Clubhouse Drive (private street) and CONTAINING 1.724 acres, more or less.

DECLARATION OF PROPANE FACILITIES EASEMENT

This Declaration of Propane Facilities Easement is made this twenty-fifth day of July, 2003 by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("The Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Links Realty") (together, "Declarant").


BACKGROUND:

A. The Links is developing certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as more particularly bounded and described on Exhibit A attached hereto ("PGC Property"), as a planned golf community that shall contain, among other things, a golf course and one or more residential communities, which may be formed as planned communities or condominiums.

B. The Links has entered into an exclusive Option Agreement dated June 29, 2001, with Richard A. Klein which was later assigned to Links Realty, which Option Agreement will enable The Links and Links Realty to create the first residential planned community within the PGC Property, to be known as The Courtyards At The Links At Gettysburg, A Planned Community ("The Courtyards").

C. The Declarant desires to enter into one (1) or more agreements to permit one (1) or more propane gas service suppliers or other parties ("Gas Providers") to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "Propane Facilities"), to provide propane gas service to the dwellings constructed within The Courtyards and any other planned communities, condominiums or other types of neighborhoods that may be created and constructed within the PGC Property.

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BK **3211** PG **243**

D. The Declarant desires to create an easement to allow the installation, operation and maintenance of the Propane Facilities within The Courtyards and other portions of the PGC Property.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Easement for Installation of the Propane Facilities.

(a) Reservation of Easements. The Declarant hereby declares, and reserves unto the Declarant, a perpetual easement for the purposes of installing, operating, maintaining and replacing Propane Facilities, together with an easement for access to the Propane Facilities, over and upon the PGC Property.

(b) Storage Tank Areas. The locations of the first three (3) easement areas for the installation of underground propane storage tanks and related facilities ("Storage Tank Areas") are described by metes and bounds on Exhibit B attached hereto.

(c) Additional Storage Tank Areas. Additional Storage Tank Areas may be subsequently designated by Declarant within the PGC Property, provided any such additional Storage Tank Areas:

(i) may not be located within any Unit, as such term is defined in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq., or the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as appropriate, without the prior written consent of such Unit owner, which consent may be withheld in the Unit owner's sole and absolute discretion;

(ii) may not be located within the Golf Course, without the prior written consent of the Golf Course Owner, as such terms are defined in the Declaration of Covenants and Restrictions for The Courtyards at The Links at Gettysburg, A Planned Community ("Courtyards Declaration"), which Courtyards Declaration is intended to be recorded promptly following the recordation of this Declaration), which consent may be withheld in the Golf Course Owner's sole and absolute discretion; and

(iii) shall be established by recording an amendment to this Declaration which, *inter alia*, contains a metes and bounds description of the additional Storage Tank Areas.

(d) Transmission Lines and Other Facilities. The easement areas for the transmission lines and all other components of the Propane Facilities shall be determined by the Declarant, in its sole discretion, and may be located within any part of the PGC Property, provided only that no such easement area shall be created under any dwelling unit constructed upon the PGC Property.

2. Temporary Easement for Construction. The Declarant further declares, and reserves unto the Declarant, a temporary construction easement over and upon the PGC Property for the purpose of prosecuting the initial construction and subsequent maintenance, repair, replacement and relocation of the Propane Facilities. The Declarant shall promptly restore any area affected by the exercise of its rights pursuant to this Section 2 to its condition prior to the exercise of such rights to the extent the same is reasonably practicable.

3. Assignability.

(a) The Declarant shall have the right to assign, without limitation, any and all easement rights created by this Declaration.

(b) If assigned by the Declarant, the easement rights shall be exercised by such assignee(s) at their own risk, and such assignee(s) shall indemnify and hold the Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs, arising out of any act or omission of the assignee. This indemnity shall include, but not be limited to, environmental and regulatory matters.

4. Reasonable Exercise of Easement Rights. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of disruption to the Declarant and the other owners and occupants of the PGC Property.

5. Relocation of the Propane Facilities Easement Areas. Subject to the standards and consent requirements set forth in Sections 1(c) and 1(d) above, the Declarant reserves the right, in its sole discretion, to relocate the Propane Facilities at any time, and from time to time, to any other location it deems reasonably necessary or advisable. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any relocated easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. At such time as the relocation of any of the Propane Facilities is completed, the easement rights created hereby

shall terminate with respect to the prior location of said Propane Facilities if Declarant, in its sole discretion, elects to terminate same; and, the Declarant shall record an amendment to this Declaration setting forth a metes and bounds description of:

- (a) the relocated easement area, and
- (b) the terminated easement area, if Declarant elects to terminate such easement area.


6. Additional Easement Rights. The Declarant reserves the right to use all easement areas created in accordance with the terms of this Declaration for the installation, operation, maintenance and replacement of electric, cable, water and sewer and other lines and facilities, provided such rights are exercised in a manner which are reasonably consistent with the exercise of its rights with respect to the Propane Facilities.

7. Covenants Running with the Land. The provisions of this Declaration shall run with the land and shall bind and benefit the owners and occupants of the PGC Property and their successors in title.

8. Amendment. This Declaration may be amended only by a further written document executed by the Declarant and recorded in the Office of the Recorder of Deeds in and for Adams County.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Propane Facilities Easement to be executed as of this twenty-fifth day of July, 2003.

ATTEST:

By: 
Patricia A. Kennedy, Secretary

THE LINKS AT GETTYSBURG, L.L.C.:

By: 
Richard A. Klein, President

WITNESS:

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

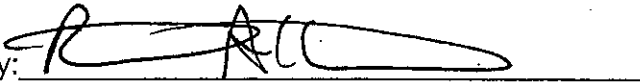
By: 
Richard A. Klein, Managing Member



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EK 3211 PG 248

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such instrument for the purposes therein contained as President of said limited liability company.

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

NOTARIAL SEAL
MARY ANN KLEMENTIK, Notary Public
City of Harrisburg, PA Dauphin County
My Commission Expires Aug. 21, 2005

Mary Ann Klementik

Notary Public



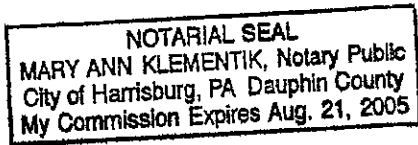
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BK 3211 PG 249

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such 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.



Mary Ann Klementik
Notary Public



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. Flagggs 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 the remaining 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.

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.

EXHIBIT B

LEGAL DESCRIPTION OF THE STORAGE TANK AREAS

ALL THOSE CERTAIN three tracts of land located within Battery Ridge of The Courtyards At The Links At Gettysburg, A Planned Community, A Planned Community dated July 25, 2003 and recorded in Adams County Record Book _____, Page _____, being depicted on the Plats and Plans attached thereto and being more particularly bounded and described as follows to wit:

Easement Area 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 easternmost corner of Battery Ridge and the northeastern corner of the herein described easement parcel; thence leaving Mason Dixon Road South 11 degrees 11 minutes 59 seconds West a distance of 66.65 feet to a point on the eastern boundary line of Battery Ridge; thence North 72 degrees 09 minutes 01 second West a distance of 71.58 feet to a point; thence North 17 degrees 50 minutes 59 seconds East a distance of 60.08 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 left having a radius of 1,557.96 feet, an arc distance of 64.15 to a point, said point being the point and place of BEGINNING.

CONTAINING 4,273.4 square feet.

Easement Area 2:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide) said point being 125.00 feet more or less east of the centerline of Battery Ridge Drive at its intersection with the southern right of way line of Mason Dixon Road; thence continuing along the southern right of way line of Mason Dixon Road by a curve to the left having a radius of 1,557.96 feet, an arc distance of 86.56 feet to a point; thence leaving Mason Dixon Road South 29 degrees 07 minutes 43 seconds West a distance of 46.53 feet; thence North 72 degrees 10 minutes 32 seconds West a distance of 88.24 feet to a point; thence North 29 degrees 07 minutes 43 seconds East a distance of 65.40 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.

CONTAINING 4,814.7 square feet.

Easement Area 3:

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 Battery Ridge; thence continuing along the southern right of way line of Mason Dixon Road South 54 degrees 43 minutes 10

seconds East a distance of 98.26 feet to a point; thence leaving Mason Dixon Road South 35 degrees 16 minutes 50 seconds West a distance of 55.18 feet to a point at corner of Lot 1 as shown on the Plan of Battery Ridge; thence North 54 degrees 43 minutes 10 seconds West a distance of 74.93 feet to a point on the western boundary of Battery Ridge aforementioned; thence continuing along same North 12 degrees 21 minutes 36 seconds East a distance of 59.91 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.

CONTAINING 4,778.4 square feet.

FIRST AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

06 JAN 23 PM 4:10

This First Amendment to Declaration of Propane Facilities Easement ("Amendment") is made this 29th day of December, 2005, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**") (together, the "**Declarant**").

BACKGROUND:

A. The Declarant is developing certain real estate located in Mount Joy and Cumberland Townships, Adams County, Pennsylvania, as a planned golf community containing, among other things, a golf course and several residential communities, which may be formed as planned communities or condominiums. The planned golf community, as constituted from time to time, is referred to herein as the "**PGC**".

B. The first residential community in the PGC, known as "**The Courtyards**", was created by the recording of a Declaration of Covenants and Restriction for The Courtyards At The Links At Gettysburg, A Planned Community, dated July 25, 2003, at Adams County Record Book 3211, Page 167, as amended by a First Amendment dated July 25, 2003 and recorded at Adams County Record Book 3211, Page 263, a Second Amendment dated December 13, 2004 and recorded at Adams County Record Book 3802, Page 104, and a Third Amendment dated September 14, 2005 and recorded at Adams County Record Book 4143, Page 24.

C. The second residential community in the PGC, known as "**Garrison Falls**", was created by the recording of a Declaration of Covenants and Restriction for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, at Adams County Record Book 4231, Page 105.

D. The Declarant has entered into or may enter into one or more agreements to permit one or more propane gas service suppliers to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "**Propane Facilities**") to provide propane gas service to buildings constructed in the PGC.

E. The Declarant created an easement to allow the installation, operation and maintenance of the Propane Facilities in the PGC, and reserved unto itself certain rights relating to the Propane Facilities, by recording a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 ("**Declaration of Easement**").

F. The Declarant desires to amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Incorporation. The background paragraphs are incorporated into this Amendment as a material part hereof.
2. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof, except as otherwise provided herein.
3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, are added as declarants of the Declaration of Easement.
4. PGC. The term "PGC Property" is replaced by the term "PGC" (as defined in background paragraph A of this Amendment) each time that it appears in Sections 1, 2, 4 and 7 of the Declaration of Easement.
5. Additional Storage Tank Areas.

5.1 Section 1(c)(iii) of the Declaration of Easement is deleted in its entirety and replaced with the following:

(iii) shall be established by recording in the Office of the Recorder of Deeds of Adams County, Pennsylvania: (A) either (1) a declaration plat in accordance with Section 3210 of the Pennsylvania Uniform Condominium Act or Section 5210 of the Pennsylvania Uniform Planned Community Act, as applicable, or (2) a subdivision/land development plan in accordance with the Township subdivision/land development ordinance, which plat or plan shall depict such additional Storage Tank Areas and describe the same by metes and bounds; and (B) an amendment to this Declaration which incorporates such plat or plan by reference to the book and page at which such plat or plan is recorded in the aforesaid Office of the Recorder of Deeds.

5.2 The Storage Tank Areas depicted and described on the following plats are hereby established, and the plats are incorporated into this Amendment by reference:

(a) First Amended Declaration Plat dated July 14, 2003 and recorded as an exhibit to the First Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 3211, Page 263;

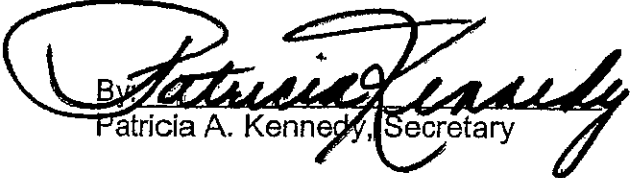
(b) Second Amended Declaration Plat dated November 3, 2004, and recorded as an exhibit to the Second Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 3802, Page 104; and

(c) Third Amended Declaration Plat dated September 19, 2005, and recorded as an exhibit to the Third Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 4143, Page 24.

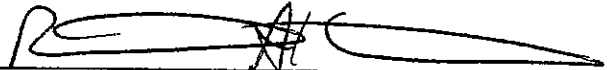
6. Ratification . All terms and conditions of the Declaration of Easements not inconsistent with this Amendment shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of this 29th day of December , 2005.

ATTEST:

By: 
Patricia A. Kennedy, Secretary

THE LINKS AT GETTYSBURG, L.L.C.:

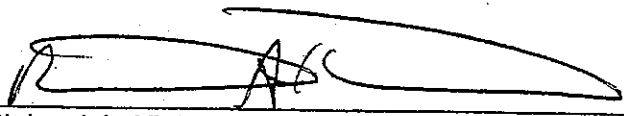
By: 
Richard A. Klein, President


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

By: 
Richard A. Klein, Managing Member

JOINDER

Richard A. Klein and Bonni L. Klein join in this Amendment for the purpose of consenting to Section 3 of this Amendment.


Richard A. Klein


Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

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

Mary Ellen Hall
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA (SEAL)
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Mary Ellen Hall
Notary Public

My Commission Expires:

(SEAL)
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Ellen Hall, Notary Public
Gettysburg Boro, Adams County
My Commission Expires June 29, 2007
Member, Pennsylvania Association of Notaries

Image ID: 000001298248 Type: GEN
Recorded: 01/18/2007 at 11:03:29 AM
Fee Amt: \$28.50 Page 1 of 3

Instr# 200700001169
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds
BK 4714 PG 222

SECOND AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Second Amendment to Declaration of Propane Facilities Easement ("**Amendment**") is made this 19th day of December, 2006, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**") (together, the "**Declarant**").

BACKGROUND:

A. The Declarant is developing certain real estate located in Mount Joy and Cumberland Townships, Adams County, Pennsylvania, as a planned golf community containing, among other things, a golf course and several residential communities, which may be formed as planned communities or condominiums. The planned golf community, as constituted from time to time, is referred to herein as the "**PGC**".

B. The Declarant has entered into or may enter into one or more agreements to permit one or more propane gas service suppliers to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "**Propane Facilities**") to provide propane gas service to buildings constructed in the PGC.

C. The Declarant created an easement to allow the installation, operation and maintenance of the Propane Facilities in the PGC, and reserved unto itself certain rights relating to the Propane Facilities, by recording a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243; as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005, and recorded at Adams County Record Book 4292, Page 133 (collectively, the "**Declaration of Easement**").

D. The Declarant desires to amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Incorporation. The background paragraphs are incorporated into this Amendment as a material part hereof.
2. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.
3. Additional Storage Tank Areas. Subsection 1(c)(i) of the Declaration of Easement is hereby deleted in its entirety.

4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of this 19th day of December, 2006.

ATTEST:
By: *Patricia A. Kennedy*
Patricia A. Kennedy, Secretary

THE LINKS AT GETTYSBURG, L.L.C.:

By: *Richard A. Klein*
Richard A. Klein, President

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

By: *Richard A. Klein*
Richard A. Klein, Managing Member

Richard A. Klein
Richard A. Klein, individually

Bonni L. Klein
Bonni L. Klein



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Page 2 of 3

BK 4714 PG 223

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:



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Page 3 of 3

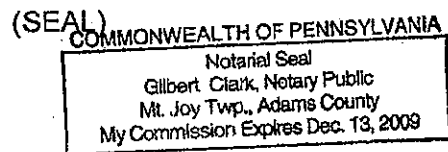
BK 4714 PG 224

On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

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

Gilbert Clark
Notary Public

My Commission Expires: 12-13-09



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

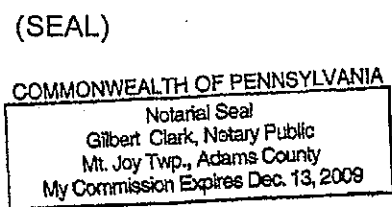
SS:

On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Gilbert Clark
Notary Public

My Commission Expires: 12-13-09



RECORDERS NOTE
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN MISC.
DRAWER IN THE RECORDER
OF DEEDS OFFICE.

LINDA K MYERS
RECORDER OF DEEDS

**THIRD AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT**

This Third Amendment to Declaration of Propane Facilities Easement ("Amendment") is made as of this 3rd day of December, 2012, by THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("Links"), and THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("Realty") (together, the "Declarant").

BACKGROUND:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 (the "Initial Declaration"); as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "First Amendment"), and recorded at Adams County Record Book 4292, Page 133; and as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222 (collectively, the "Declaration of Easement").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.

2. Additional Storage Tank Areas.

2.1 Section 1(c)(iii) of the Initial Declaration, as amended by Section 5.1 of the First Amendment, is further amended to add the following language to the end of such section:

"; or (C) by an amendment to this Declaration of Easement which includes: (1) a metes and bounds description, (2) a survey, plan or other drawing, or (3) any other type of description which reasonably identifies the location of such additional Storage Tank Areas."

2.2 The Storage Tank Areas depicted and described on the plan attached hereto as Exhibit "A" are hereby established and are incorporated into this Amendment by reference.

(A3124746:1)



Image ID: 00003225003 Type: GEN
Recorded: 12/03/2012 at 04:10:37 PM
Fee Amt: \$44.00 Page 1 of 6
Instr# 201200016695
Adams County, PA
Linda K Myers Register and Recorder

BK 5773 PG 287


3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, have executed this Amendment as a Joinder party pursuant to Section 3 of the First Amendment.


4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By: 
Cathy Batista, Secretary

By: 
Richard A. Klein, President

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

By: 
Richard A. Klein, Managing Member

JOINDER


Richard A. Klein



Bonni L. Klein



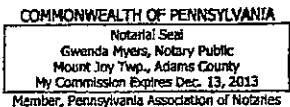
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Page 2 of 5

BK 5773 PG 288

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 3rd day of December, 2012, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

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



Gwenda Myers

Notary Public

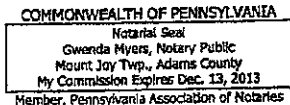
(SEAL)

My Commission Expires: 12-13-13

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 3rd day of December, 2012, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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



Gwenda Myers

Notary Public

(SEAL)

My Commission Expires: 12-13-13

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Page 3 of 5
BK 5773 PG 289

{A3124746:1}

Exhibit "A"

[Attach a copy of the plan referenced in Section 2.2 of this Amendment.]

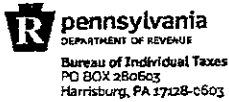


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Page 4 of 5

BK 5773 PG 290

(A3124748:1)

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY
State Tax Paid 0
Book Number 5773
Page Number 287
Date Recorded 12-3-12

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: The Links AT Gettysburg, LLC
Telephone Number: (717) 357-0587
Mailing Address: 601 Mason Dixon RD
City: Gettysburg
State: PA
ZIP Code: 17325

B. TRANSFER DATA

C. Date of Acceptance of Document 12-3-12

Grantor(s)/Lessor(s): The Links AT Gettysburg LLC
Grantee(s)/Lessee(s): The Links AT Gettysburg Realty
Mailing Address: Same as Above
City, State, ZIP Code: [Blank]

D. REAL ESTATE LOCATION

Street Address: [Blank]
City, Township, Borough: MT Joy
County: [Blank]
School District: Gettysburgs
Tax Parcel Number: [Blank]

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? [] Y [X] N

Table with 6 columns: 1. Actual Cash Consideration, 2. Other Consideration (+), 3. Total Consideration (=), 4. County Assessed Value, 5. Common Level Ratio Factor (X), 6. Fair Market Value (=)

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%
1b. Percentage of Grantor's Interest in Real Estate: []
1c. Percentage of Grantor's Interest Conveyed: []

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession.
Transfer to a trust.
Transfer from a trust.
Transfer between principal and agent/straw party.
Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
Transfer from mortgagor to a holder of a mortgage in default.
Corrective or confirmatory deed.
Statutory corporate consolidation, merger or division.
Other (Please explain exemption claimed.)

Image ID: 000003225067 Type: GEN
Page 5 of 5
BK 5773 PG 291

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature]
Date: [Blank]

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



RECORDERS NOTE
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN MISC.
DRAWER IN THE RECORDER
OF DEEDS OFFICE.

LINDA K MYERS
RECORDER OF DEEDS

FOURTH AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Fourth Amendment to Declaration of Propane Facilities Easement ("Amendment") is made as of this 19th day of May, 2013, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Realty") (together, the "Declarant").

BACKGROUND:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 (the "Initial Declaration"); as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "First Amendment"), and recorded at Adams County Record Book 4292, Page 133; as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222; and as further amended by a Third Amendment to Declaration of Propane Facilities Easement dated December 3, 2012 and recorded at Adams County Record Book 5773, Page 287 (collectively, the "Declaration of Easement").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:


1. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.

2. Additional Propane Gas Easement and Storage Tank Areas. The Propane Gas Easement Areas and Storage Tank Areas depicted and described on the plan attached hereto as Exhibit "A" are hereby established and are incorporated into this Amendment by reference.

3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, have executed this Amendment as a Joinder party pursuant to Section 3 of the First Amendment.

4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.


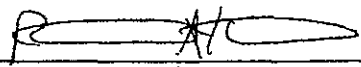
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Image ID: 000003308202 Type: GEN
Recorded: 05/30/2013 at 09:03:58 AM
Fee Amt: \$44.00 Page 1 of 4
Instr# 201300007613
Adams County, PA
Linda K Myers Register and Recorder
BK **5835** PG **583**

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

ATTEST:

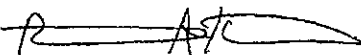
THE LINKS AT GETTYSBURG, L.L.C.:

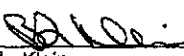
By:  Cathy Batista, Secretary
By:  Richard A. Klein, President


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

By: 
Richard A. Klein, Managing Member

JOINDER


Richard A. Klein

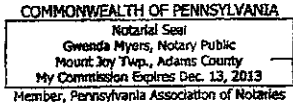

Bonni L. Klein


Image ID: 000003308203 Type: GEN
Page 2 of 4
BK 5835 PG 584

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Adams :

On this, the 29th day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

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



Gwenda Myers
Notary Public

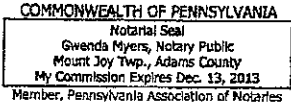
(SEAL)

My Commission Expires: 12-13-13

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Adams :

On this, the 29th day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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



Gwenda Myers
Notary Public

(SEAL)

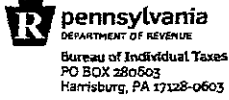
My Commission Expires: 12-13-13



Image ID: 00003308204 Type: GEN
Page 3 of 4

BK 5835 PG 585

REV-183 EK (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

RECORDER'S USE ONLY

State Tax Paid	0
Book Number	5835
Page Number	583
Date Recorded	5/30/13

See reverse for instructions.

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name	The Links AT Gettysburg LLC			Telephone Number:	(717) 359-8000 ext 28		
Mailing Address	601 - Mason Dixon RD	City	Gettysburg	State	PA	ZIP Code	17325

B. TRANSFER DATA

Grantor(s)/Lessor(s)	The Links, Gettysburg LLC				
Mailing Address	601 - Mason Dixon RD				
City	Gettysburg	State	PA	ZIP Code	17325

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	The Links AT Gettysburg Realty				
Mailing Address	601 - Mason Dixon RD				
City	Gettysburg	State	PA	ZIP Code	17325

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough	
	MT JOP	
County	School District	Tax Parcel Number
	Gettysburg	

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? Y N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
0	+	=
4. County Assessed Value	5. Common Level Ratio Factor	6. Fair Market Value
	X	=

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
100%	0	0

Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
<i>[Signature]</i>	5-30-13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



Page 4 of 4 BK 5835 pg 586

GENERAL NOTES

- 1) The purpose of this Plan is to depict the propane gas easements that serve the individual lots in the Links at Gettysburg - The Villas at the Retreat - Phases I & II.
- 2) The lot lines are the unit the lines, as shown in the Deposition of a Proposed and restrictions for the Villas at the Retreat of the Links at Gettysburg, A Planned Community, Adams County, PA, Book 98, Page 58 and the more if final Plat recorded in Book 9801, Page 588 for additional information.
- 3) See the Title of the Plat - Page 1 Final Plat recorded among the final records of Adams County, PA, Book 98, Page 58 and the more if final Plat recorded in Book 9801, Page 588 for additional information.

CURVE TABLE

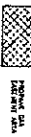
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	53.00	67.39	N67°15'57"W	43.89
C2	975.00	340.14	S54°42'17"W	335.51
C3	975.00	4.76	S46°52'44"W	4.76
C4	975.00	61.50	S37°06'33"W	61.49
C5	975.00	61.50	S27°06'33"W	61.49
C6	975.00	61.50	S17°06'33"W	61.49
C7	975.00	61.50	S07°06'33"W	61.49
C8	975.00	61.50	S07°06'33"W	61.49
C9	975.00	29.78	S87°19'55"W	81.48
C10	1025.00	137.00	S83°07'29"E	128.59
C11	1025.00	49.00	N48°30'48"E	49.00
C12	1025.00	58.60	N27°59'11"E	58.59
C13	1025.00	18.80	N59°51'00"E	18.80
C14	53.00	18.80	N48°30'48"E	18.80
C15	53.00	56.66	N48°30'48"E	76.66
C16	27.90	5.99	S19°19'17"W	5.97
C17	22.00	13.77	N18°28'17"E	13.54
C18	51.00	50.53	N14°51'12"W	50.78
C19	51.00	6.53	N09°02'12"W	6.53
C20	51.00	48.68	N41°12'17"W	48.63
C21	51.00	48.68	N41°12'17"W	48.63
C22	13.00	14.31	N52°23'48"W	13.00
C23	13.00	11.05	N59°12'51"W	10.72
C24	13.00	21.93	N06°58'30"W	21.93
C25	13.00	21.93	N06°58'30"W	21.93
C26	60.00	67.68	N58°58'48"E	64.18
C27	60.00	46.31	N44°52'04"E	46.17
C28	60.00	29.12	N01°24'17"W	29.12
C29	60.00	33.53	N88°43'31"W	33.53
C30	44.00	46.28	N72°51'31"W	49.28
C31	44.00	20.06	N72°51'31"W	20.06
C32	44.00	64.36	N51°58'32"E	60.99
C33	51.00	28.14	N51°58'32"E	28.14
C34	22.00	11.49	N42°17'59"W	11.49
C35	22.00	11.49	N42°17'59"W	11.49
C36	22.00	17.09	S31°30'29"E	17.09
C37	68.00	13.06	S21°30'29"E	12.44
C38	68.00	21.46	S10°00'44"W	21.31
C39	12.00	8.33	S29°51'21"W	8.16
C40	100.00	129.54	S24°44'12"W	129.43
C41	100.00	29.52	S24°44'12"W	29.14
C42	100.00	146.07	S14°14'17"W	147.79
C43	90.00	4.11	N78°45'07"W	4.11
C44	90.00	44.68	N68°15'57"W	44.22
C45	90.00	44.68	N68°15'57"W	44.22
C46	60.00	25.50	N02°26'22"W	25.50
C47	60.00	25.50	N02°26'22"W	25.50
C48	60.00	57.26	S13°45'03"W	55.47
C49	60.00	57.26	S13°45'03"W	55.47
C50	60.00	53.87	S38°53'12"E	50.59
C51	60.00	63.88	S38°53'12"E	60.59

LINE TABLE

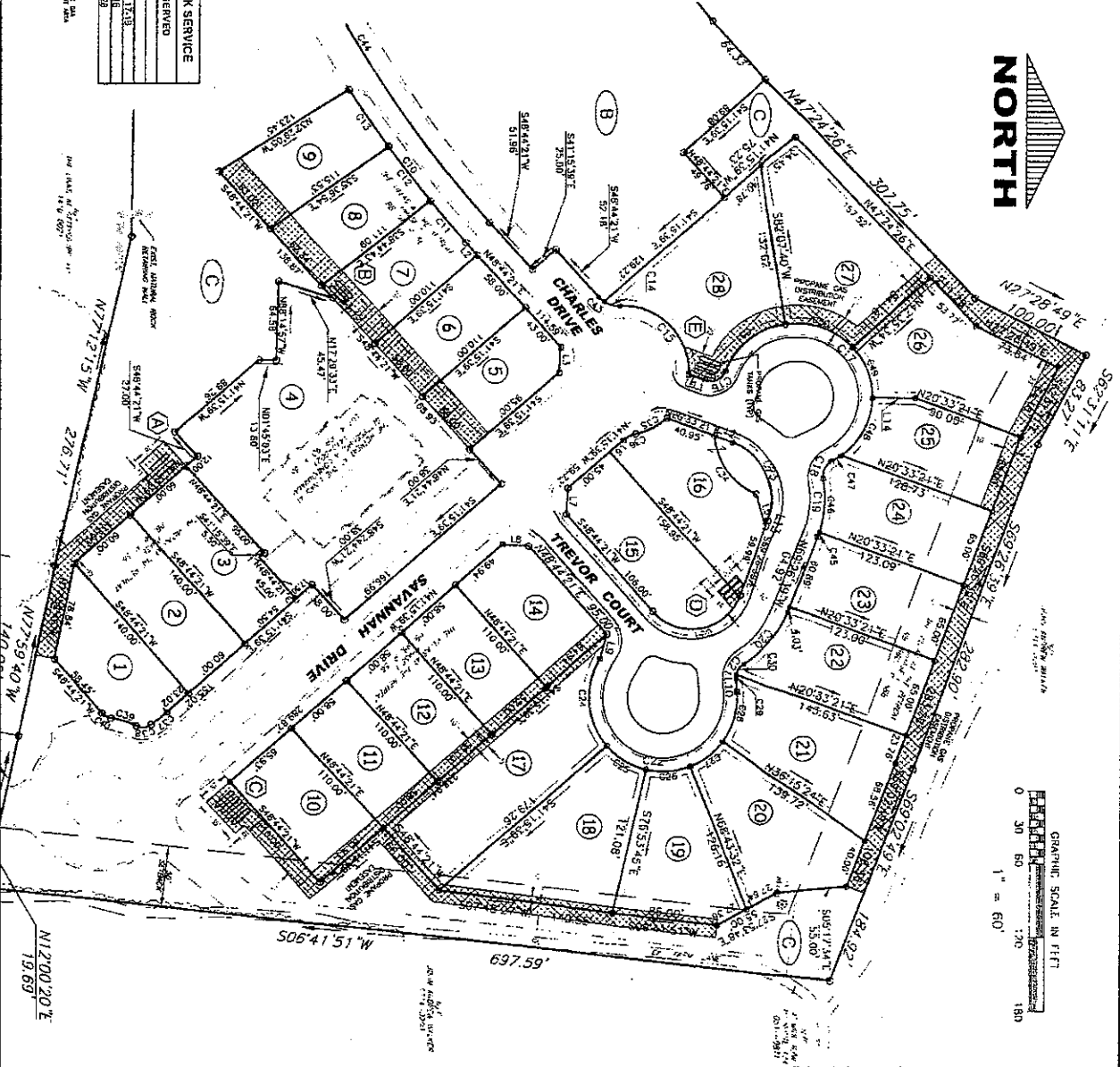
LINE	BEARING	LENGTH
L1	S88°44'21"W	7.25
L2	S88°44'21"E	13.59
L3	S88°15'39"E	21.21
L4	N27°17'13"W	23.89
L5	N72°23'41"E	21.53
L6	N41°15'39"W	14.72
L7	N68°15'39"W	21.21
L8	N03°44'21"E	21.21
L9	S74°50'28"E	20.65
L10	S86°03'34"W	9.91
L11	S20°33'21"W	14.14
L12	N20°33'21"E	15.41
L13	S89°26'38"E	4.93
L14	N00°52'17"E	34.15

UNDERGROUND LP TANK SERVICE

TANK AREA	LOT# SERVED
A	1-3
B	5-9
C	10-14, 17-18
D	15-16
E	20-28



UNDERGROUND LP TANK SERVICE



REVISIONS

PLAN PREPARATION

PROPANE GAS EASEMENT PLAN

SCALE 1" = 60'



NO.	DATE	DESCRIPTION
1	02/29/13	PER OWNER COMMENTS

NO.	DATE	DESCRIPTION
1	02/29/13	PER OWNER COMMENTS

THE VILLAS AT THE RETREAT - PHASES I & II
 THE LINKS AT GETTYSBURG
 A PLANNED GOLF COMMUNITY DEVELOPMENT
 MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SHEET NO. 1 OF 1

Sharrah Design Group, Inc.
 Land Surveying & Design

20 Chambersburg Street
 Gettysburg, PA 17325
 Phone: (717) 334-5000
 Fax: (717) 334-0952

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EMERGENCY ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS AGREEMENT is made this 24 day of April, 2006 between **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Grantor") and **KLEIN BUILDERS GROUP, INC.**, a Pennsylvania business corporation ("Grantee").

BACKGROUND:

A. Grantor is the fee simple owner of real estate located in Mount Joy Township, Adams County, Pennsylvania, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "PGC Property"). A golf course, clubhouse, parking lot and related and supporting facilities and improvements are situated upon the PGC Property (collectively, the "Golf Course").

B. Grantor is the fee simple owner and Grantee is the equitable owner of a parcel of real estate more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Retreat Property"), as depicted on that certain Preliminary/Final Subdivision/Land Development Plan for The Retreat At The Links At Gettysburg, A Condominium, recorded in Adams County Plat Book 90, Page 55 (the "Retreat Plan"). Grantee intends to construct a condominium to be named The Retreat At The Links At Gettysburg, A Condominium upon the Retreat Property.

C. Grantor desires to grant, for the benefit of the Retreat Property, certain emergency access and drainage easements as set forth herein.

NOW THEREFORE, with intent to be legally bound hereby, Grantor and Grantee agree as follows:

1. Emergency Access Easement. Grantor hereby grants to Grantee, its contractors, agents, invitees, corporate successors, successors in title, and assigns, for the benefit of the Retreat Property, a perpetual, non-exclusive easement across portions of the Golf Course within the emergency access easement area depicted on Exhibit "C-1" attached hereto and made a part hereof (the "Emergency Access Easement Area") for emergency vehicular and pedestrian ingress, egress and regress to and from the Golf Course and/or Clubhouse Drive and the Retreat Property. Grantor reserves the right, in its sole discretion and without obtaining the consent of any other party, to modify the Emergency Access Easement Area by recording an amendment to this Declaration setting forth the modified easement area; provided however, that any such modification(s) shall be in compliance with applicable laws.

2. Drainage Easement. Grantor hereby grants to Grantee, its contractors, agents, invitees, corporate successors, successors in title, and assigns, for the benefit of the Retreat Property, a perpetual easement within the drainage easement area depicted on Exhibit "C-2" attached hereto and made a part hereof (the "Drainage Easement Area") for the purpose of constructing and operating storm water management facilities as required by Mount Joy Township in accordance with the Retreat Plan, as the same may be amended from time to time. Grantor reserves the right to modify the Drainage Easement Area by recording an amendment to

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Recorded: 04/25/2006 at 01:37:02 PM
Fee Amt: \$42.50 Page 1 of 11
Instr# 200600008234
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 4391 PG 160

this Declaration setting forth the modified easement area; provided however, that any such modification(s) shall be in compliance with applicable laws.

3. No Obstruction. Each of the parties agrees that, except in the case of an emergency, it shall not obstruct the Emergency Access Easement Area or the Drainage Easement Area (together, the "Easement Areas") with any temporary or permanent improvements without obtaining the prior written consent of the other.

4. Maintenance. Grantor shall be responsible for the maintenance, repair and replacement of the Easement Areas, at its cost and expense, and shall keep them in good repair and safe condition at all times.

5. Compliance. The parties hereto shall comply with all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the exercise of the rights created herein.

6. Risk; Indemnity. The parties hereto shall exercise the rights created hereby at their own risk and shall each hold the other harmless from and against any and all costs, expenses, liabilities, losses, damages, claims, actions and demands of every kind or nature, including reasonable attorneys' fees (collectively, the "Claims"), by or on behalf of any person or entity arising in any way from the exercise of the rights created hereby, with the exception of any Claims arising out of Grantor's failure to properly maintain the Easement Areas, in which case, Grantor shall indemnify and hold Grantee harmless from and against any and all such Claims.

7. Covenants Running With The Land. The rights and obligations created hereby shall be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and all successors in title and occupants of the Golf Course and the Retreat Property, or any portions thereof.

8. Other Encumbrances. The easements granted hereunder shall be subject to all other rights, easements, covenants, restrictions, encumbrances and other matters of record or that a physical inspection of the Easement Areas would reveal.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. Amendment. This Agreement may not be changed, modified, waived or cancelled except by an agreement in writing executed by the parties hereto.

(Signature Page Follows.)

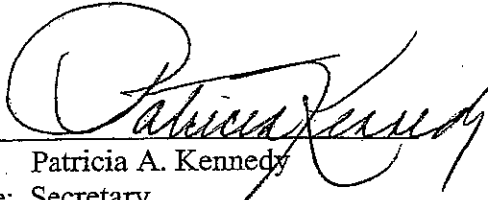


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Page 2 of 11

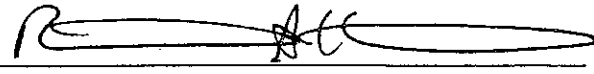
BK 4391 PG 161

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

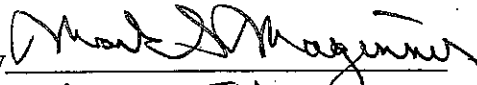
ATTEST:


By: Patricia A. Kennedy
Title: Secretary

GRANTOR:
THE LINKS AT GETTYSBURG, L.L.C., a
Pennsylvania limited liability company:


By: Richard A. Klein
Title: Managing Member

ATTEST:


By: MARK S. MAGINNIS
Name: MARK S. MAGINNIS
Title:

GRANTEE:
KLEIN BUILDERS GROUP, INC., a
Pennsylvania business corporation:

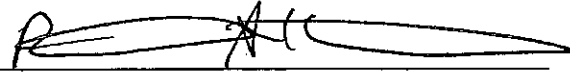

By: Richard A. Klein
Name: Richard A. Klein
Title: President



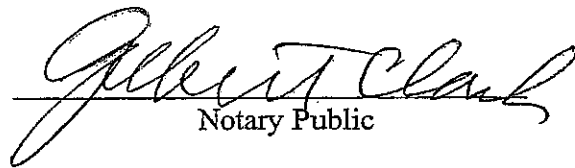
Image ID: 000001078215 Type: GEN
Page 3 of 11

BK 4391 PG 162

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF Adams : SS:

On this, the 24th day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of THE LINKS AT GETTYSBURG, 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 purpose therein contained by signing the name of the company by himself as such Managing Member.

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


Notary Public

(SEAL)

My commission expires: 12/13/09

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gilbert Clark, Notary Public
Mt. Joy Twp., Adams County
My Commission Expires Dec. 13, 2009



Image ID: 000001078216 Type: GEN
Page 4 of 11

BK 4391 PG 163

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Adams :

On this, the 24th day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Gilbert Clark
Notary Public
(SEAL)

My commission expires: 12/13/09

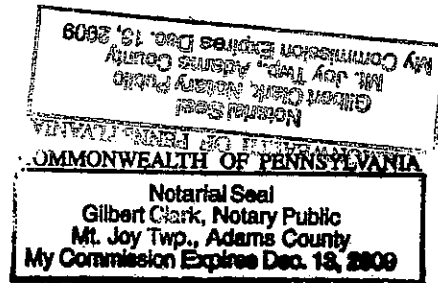


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Page 5 of 11

BK 4391 PG 164

EXHIBIT "A"

LEGAL DESCRIPTION OF THE
PGC PROPERTY



Image ID: 000001078218 Type: GEN
Page 6 of 11

BK 4391 PG 165

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, more particularly bounded and described as follows, to wit:

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; 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 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.

The PGC Property also includes tracts of land subjected to the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. §5101 et seq) pursuant to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, recorded in Adams County Record Book 3211, Page 167 and the Declaration of Covenants and Restrictions For Garrison Falls At The Links At Gettysburg, A Planned Community, recorded in Adams County Record Book 4231, Page 105, and Units within each such planned community that have been conveyed to third party purchasers.

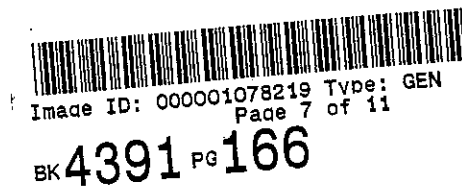


EXHIBIT "B"

LEGAL DESCRIPTION OF THE RETREAT PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point at a corner of Recreation Lot R- 1 as depicted on the Retreat Plan; thence by land now or formerly of The Links At Gettysburg, L.L.C., North 71 degrees 21 minutes 09 seconds East, 187.99 feet to a point; thence North 60 degrees 37 minutes 08 seconds East, 78.44 feet to a point; thence North 51 degrees 18 minutes 50 seconds East, 166.64 feet to a point; thence North 47 degrees 24 minutes 26 seconds East, 307.75 feet to a point; thence North 27 degrees 28 minutes 49 seconds East, 100.00 feet to a point; thence South 62 degrees 31 minutes 11 seconds East, 83.27 feet to a point; thence South 69 degrees 26 minutes 39 seconds East, 282.90 feet to a point; thence South 69 degrees 02 minutes 49 seconds East, 184.92 feet to a point at corner of said other land now or formerly of The Links At Gettysburg, L.L.C., and at corner of land now or formerly of Gene T. Walker; thence by said land now or formerly of Gene T. Walker, South 06 degrees 41 minutes 51 seconds West, 697.59 feet to a Planted Stone Found at corner of said land now or formerly of Gene T. Walker, and at corner of land now or formerly of Richard A. Klein and Bonni L. Klein; thence by said land now or formerly of Richard A. Klein and Bonni L. Klein, North 83 degrees 18 minutes 09 seconds West, 43.61 feet to a point; thence North 12 degrees 00 minutes 20 seconds East, 19.69 feet to a point; thence North 77 degrees 59 minutes 40 seconds West, 85.00 feet to a 5/8 inch Rebar Found at the common corner of said land now or formerly of Richard A. Klein and Bonni L. Klein, and land now or formerly of Aqua Pennsylvania, Inc.; thence by said land now or formerly of Aqua Pennsylvania, Inc., North 77 degrees 59 minutes 40 seconds West, 140.00 feet to a 5/8 inch Rebar Found at the common corner of said land now or formerly of Aqua Pennsylvania, Inc., and land now or formerly of The Links At Gettysburg, L.L.C.; thence by said land now or formerly of The Links At Gettysburg, L.L.C., North 77 degrees 12 minutes 15 seconds West, 276.71 feet to a point; thence North 89 degrees 11 minutes 08 seconds West, 386.91 feet to a point; thence South 79 degrees 45 minutes 36 seconds West, 103.92 feet to a point at corner of said land now or formerly of The Links At Gettysburg, L.L.C., and at corner of Recreation Lot R-1 as depicted on the Retreat Plan; thence by said Recreation Lot R-1, North 27 degrees 34 minutes 16 seconds West, 106.37 feet to a point at corner of said Recreation Lot R-1; thence by said Recreation Lot R-1, North 03 degrees 42 minutes 11 seconds West, 183.59 feet to a point at corner of said Recreation Lot R-1, the point and place of BEGINNING.

CONTAINING 14.682 acres, more or less, and being Lots 1-15 on the Retreat Plan.

Being part of the same premises which Klein Family Limited Partnership, by its deed dated July 21, 1997 and recorded in Record Book 1410, Page 21, conveyed unto The Links At Gettysburg, L.L.C.



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BK4391 PG167

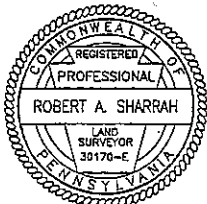
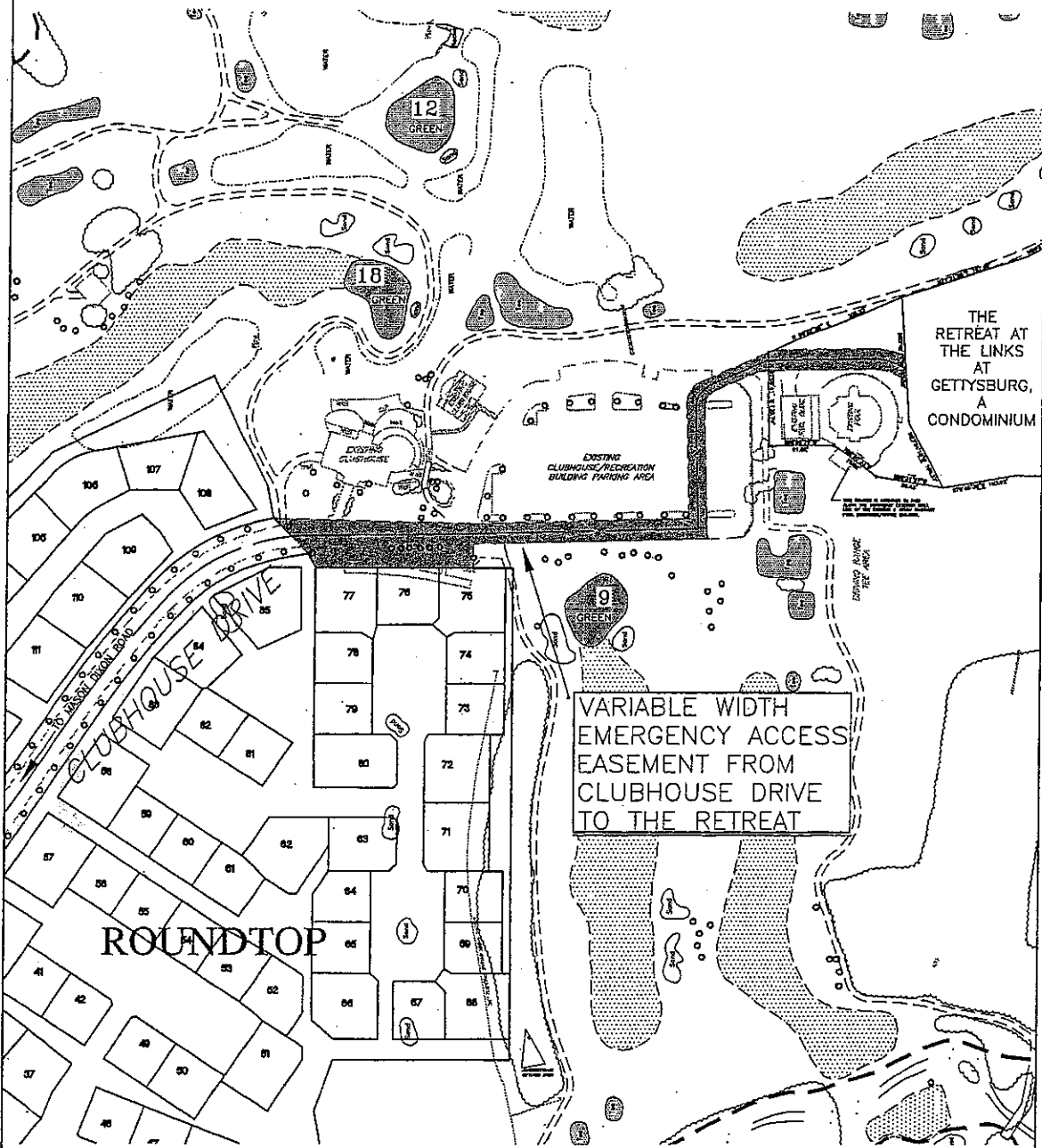
EXHIBIT "C"

[ATTACH PLANS DEPICTING EMERGENCY ACCESS EASEMENT AREA
AND DRAINAGE EASEMENT AREA
PURSUANT TO PARAGRAPHS 1 AND 2.]



Image ID: 00001078221 Type: GEN
Page 9 of 11

BK 4391 PG 168



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE EMERGENCY ACCESS EASEMENT GRANTED BY THE LINKS AT GETTYSBURG, LLC FOR BENEFIT OF THE RETREAT CONDOMINIUM COMMUNITY.

THE RETREAT

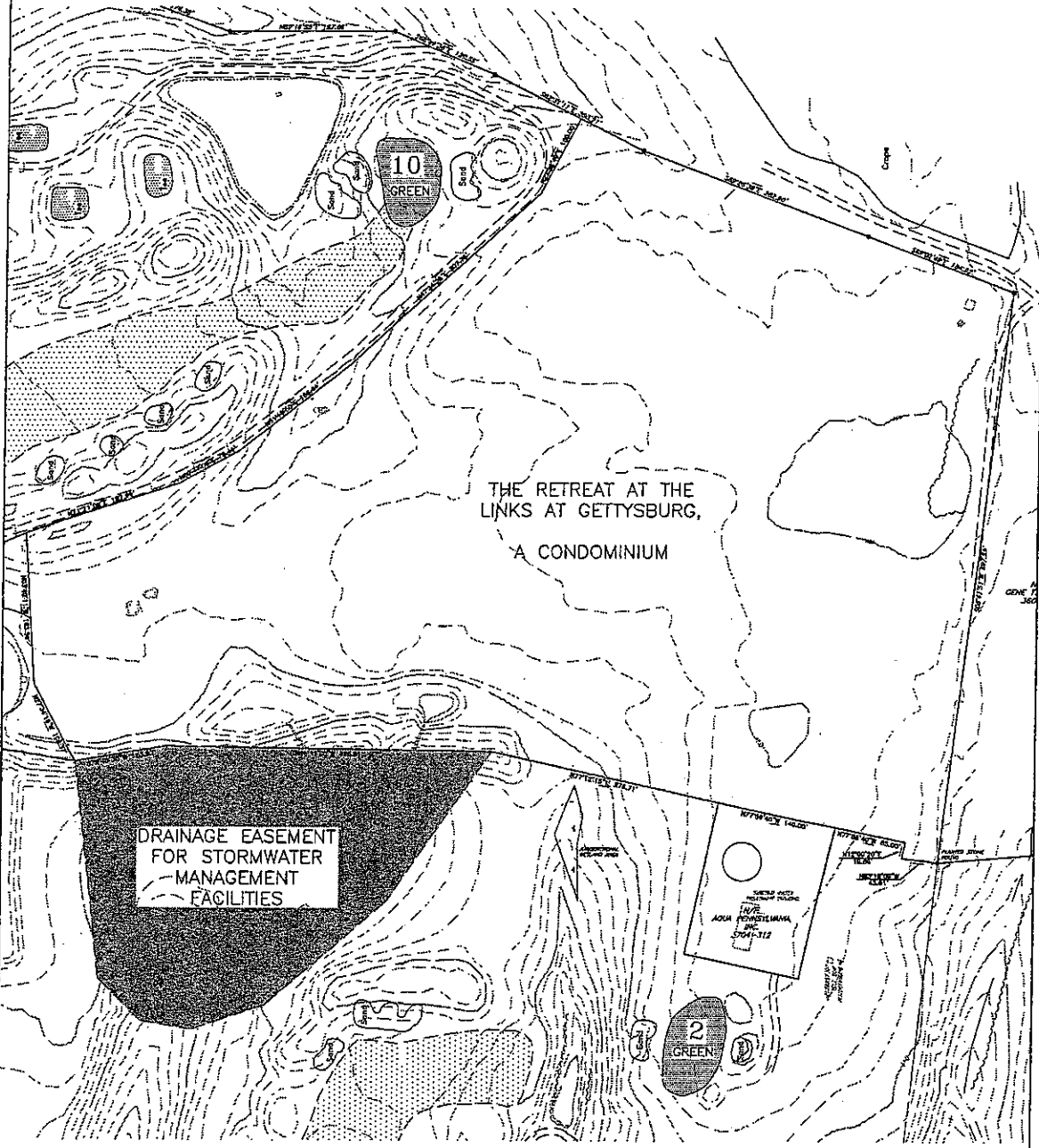
EMERGENCY ACCESS EASEMENT EXHIBIT

SHARRAH DESIGN GROUP, INC.

Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel. 717-334-5400 Fax. 717-334-0922

REVISIONS		
NO.	DATE	DESCRIPTION

Exhibit "C-1"



THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE DRAINAGE EASEMENT GRANTED BY THE LINKS AT GETTYSBURG, LLC FOR BENEFIT OF THE RETREAT CONDOMINIUM COMMUNITY FOR PURPOSES OF UPKEEP AND MAINTENANCE OF THE STORMWATER MANAGEMENT FACILITIES LOCATED THEREIN.

THE RETREAT

REVISIONS		DESCRIPTION	DRAINAGE EASEMENT FOR STORMWATER MANAGEMENT FACILITIES
NO.	DATE		
			SHARRAH DESIGN GROUP, INC. Land Surveying & Consulting Services 1270 Fairfield Road, Suite 5 Gettysburg, PA 17325-7246 Tel. 717-334-5400 Fax. 717-334-0922
DRAWN BY: RAS		DATE: 04-20-06	
CHECKED BY: RAS		FILE NO: 9924	
SCALE: NONE		DWG. NO: C-25	

Exhibit "C-2"

Image ID: 00001078199 Type: GEN
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Fee Amt: \$48.50 Page 1 of 14
Instr# 200600008233
Adams County, PA
S. Goehner Recorder of Deeds

DECLARATION OF ACCESS EASEMENTS

391 PG 146

THIS DECLARATION OF ACCESS EASEMENTS ("Declaration") is made this 24th day of April, 2006 by **GARRISON FALLS HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit corporation (the "Association") and **KLEIN BUILDERS GROUP, INC.**, a Pennsylvania business corporation (the "Retreat Declarant").

BACKGROUND:

A. The Association, by deed from Richard A. Klein and Bonni L. Klein, husband and wife (collectively, the "Garrison Falls Declarant"), dated December 29, 2005, and recorded in Adams County Record Book 4292, Page 137, is the fee simple owner of real estate located in Mount Joy Township, Adams County, Pennsylvania, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Garrison Falls Phase I Common Area"). Prior to its conveyance to the Association, the Garrison Falls Phase I Common Area, together with certain other real estate owned by the Garrison Falls Declarant (collectively, the "Garrison Falls Property"), was submitted to the provisions of the Pennsylvania Uniform Planned Community Act (68 Pa. C.S. §5101, et. seq.) pursuant to a Declaration of Covenants and Restrictions For Garrison Falls At The Links At Gettysburg, A Planned Community, recorded in Adams County Record Book 4231, Page 105, and Garrison Falls At The Links At Gettysburg, A Planned Community (the "Planned Community") has been created on the Garrison Falls Property.

B. The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("Links"), is the fee simple owner, and the Retreat Declarant is the equitable owner of a parcel of real estate more particularly described on Exhibit "B" attached hereto and made a part hereof (the "Retreat Property"), as depicted on that certain Preliminary/Final Subdivision/Land Development Plan for The Retreat At The Links At Gettysburg, A Condominium, recorded in Adams County Plat Book 90, Page 55 (the "Retreat Plan"). The Retreat Declarant intends to construct a condominium to be named The Retreat At The Links At Gettysburg, A Condominium (the "Condominium") upon the Retreat Property.

C. Savannah Drive, which is a private access drive, extends from Mason Dixon Road, which is a public street, through the Planned Community and into the Condominium, where it is expected to be constructed to accommodate connections to other portions of the PGC (as defined below) and/or to land that is adjacent to the PGC, but not a part thereof.

D. The Planned Community and the Condominium are part of a larger planned golf community known as The Links At Gettysburg Planned Golf Community (as constituted from time to time, the "PGC"). Other planned communities and/or condominiums are expected to be constructed within the PGC (each, a "PGC Community").

E. The Association and the Retreat Declarant desire to grant certain access easements as set forth herein.

F. Links joins in this Declaration for the sole purpose of consenting hereto.

NOW THEREFORE, with intent to be legally bound hereby, the Association and the Retreat Declarant hereby declare, grant, convey and create the following easements, and Savannah Drive shall be held, conveyed, encumbered, used and improved subject to the easements set forth herein:

1. Access Easements. The Association, with respect to those portions of Savannah Drive within the Planned Community, and the Retreat Declarant, with respect to those portions of Savannah Drive within the Condominium, hereby create, grant and convey, for the benefit of the owners and occupants of the PGC, their guests and invitees, and others, a perpetual, non-exclusive access easement across those portions of Savannah Drive located within the easement areas depicted on Exhibit "C" attached hereto and made a part hereof (the "Access Easement Areas") for vehicular and pedestrian ingress, egress and regress over and upon the Access Easement Areas, including, but not limited to, access to and from Mason Dixon Road. The Retreat Declarant reserves the right, in its reasonable discretion and without obtaining the consent of any other party, to modify the Access Easement Area(s) and/or to grant rights therein to third parties by recording an amendment to this Declaration setting forth the modified Access Easement Area(s) and/or describing the rights granted therein to such third parties. The Association may modify the Access Easement Area(s) within the Planned Community, with the prior written consent of the Retreat Declarant, by recording an amendment to this Declaration setting forth the modified Access Easement Area(s).

2. No Obstruction. Except in the case of an emergency or for reasonable periods of time for the construction, repair, maintenance and/or replacement of Savannah Drive, no party shall obstruct the Access Easement Areas at any time.

3. Maintenance; Sharing of Maintenance Costs. The declarant of the PGC Community within which an Access Easement Area is located, or the property owners association for such community, as the case may be, shall be responsible for the maintenance, repair and replacement of the Access Easement Areas within such PGC Community and shall keep the Access Easement Areas in good repair and safe condition at all times. At the option of the Association and the Retreat Declarant, all owners of real property located within the PGC benefited by the access easements created herein shall share pro rata in the costs for the maintenance, repair and replacement of the Access Easement Areas. If such option is exercised, no benefited owner of real property within the PGC shall be permitted to avoid the payment of his pro rata share of the costs for such maintenance, repair or replacement based on his nonuse of the Access Easement Areas. It shall be the responsibility of the entity performing the maintenance, repair or replacement to obtain reimbursement from the benefited property owners within the PGC directly, or as a Common Infrastructure Expense assessment through The Links At Gettysburg Master Association, or as a common expense assessment through any PGC Community property owners associations created to administer communities within the PGC.

4. Compliance. The parties hereto shall comply with all applicable federal, state and local laws, regulations, rules and ordinances pertaining to the exercise of the rights created herein.



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5. Exercise of Rights Granted; Risk. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of damage to the Access Easement Areas and a minimum of disruption to owners and occupants within the PGC. In addition, the easement rights created hereby shall be exercised by all benefited parties at their own risk, and the parties using the Access Easement Areas pursuant to this Declaration shall indemnify and hold the Association and/or the Retreat Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs. The Garrison Falls Declarant, the Association, the Retreat Declarant, and/or The Retreat At The Links Condominium Association, as the case may be, reserve the right to promulgate reasonable rules and regulations regarding the use of those portions of Savannah Drive within their respective PGC Communities from time to time, provided however, that such rules and regulations shall not be inconsistent with the provisions of this Declaration.

6. Damage to the Access Easement Areas. In the event of any damage to the Access Easement Areas resulting from the exercise by any party of the rights created hereby, the person or persons causing such damage shall be solely responsible for the prompt repair and restoration of the Access Easement Areas to their original condition, at their sole cost and expense.

7. Covenants Running With The Land. The provisions of this Declaration shall run with the land and shall bind and benefit the parties hereto, their successors in title, and all subsequent owners and occupants of the PGC. The Retreat Declarant shall have the right to assign its rights and/or obligations in whole or in part, and from time to time, to the Condominium association and/or one (1) or more third parties.

8. Other Encumbrances. The easements granted hereunder shall be subject to all other rights, easements, covenants, restrictions, encumbrances and other matters of record or that a physical inspection of the Access Easement Areas would reveal.

9. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. Amendment. This Declaration may not be changed, modified, waived or cancelled except by an agreement in writing executed by the parties hereto.



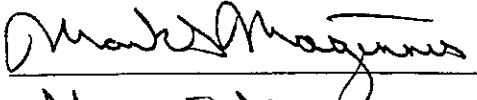
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Page 3 of 14

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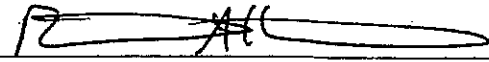
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

GARRISON FALLS HOMEOWNERS
ASSOCIATION:



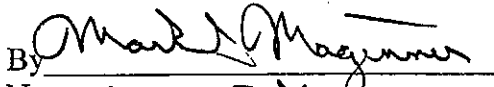
MARK S. MAGINNIS

By: 

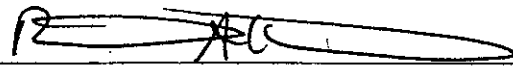
Name: Richard A. Klein
Title: President

ATTEST:


RETREAT DECLARANT:
KLEIN BUILDERS GROUP, INC.,
a Pennsylvania business corporation:

By: 

Name: MARK S MAGINNIS
Title:

By: 

Name: Richard A. Klein
Title: President


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BK 4391 PG 149

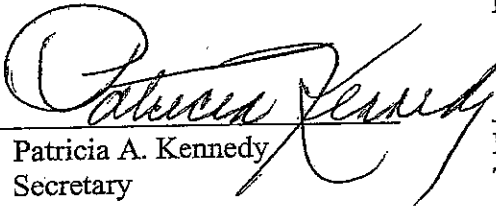
CONSENT AND JOINDER

On this 24 day of April, 2006, The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, has executed this Consent and Joinder to the Declaration of Access Easements, to which it is appended, to acknowledge, agree with, and consent to, the terms and provisions hereof.

IN WITNESS WHEREOF, intending to be legally bound hereby, Links has duly executed this Consent and Joinder, as of the day and year first set forth above.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C., a
Pennsylvania limited liability company:


By: Patricia A. Kennedy
Title: Secretary



By: Richard A. Klein
Title: Managing Member



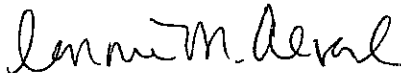
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Page 5 of 14

BK 4391 PG 150

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 24 day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of GARRISON FALLS HOMEOWNERS ASSOCIATION, a Pennsylvania non-profit corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of said non-profit corporation.

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



Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alvord, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2009



Image ID: 00001078204 Type: GEN
Page 6 of 14

BK 4391 PG 151

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF ADAMS : SS:
 :

On this, the 24 day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.


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

Connie M. Alvord
Notary Public

(SEAL)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alvord, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2009

My commission expires:


Image ID: 00001078205 Type: GEN
Page 7 of 14
BK 4391 PG 152

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF ADAMS : SS:

On this, the 24 day of April, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of THE LINKS AT GETTYSBURG, 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 purpose therein contained by signing the name of the company by himself as such Managing Member.

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



Notary Public

(SEAL)

My commission expires:

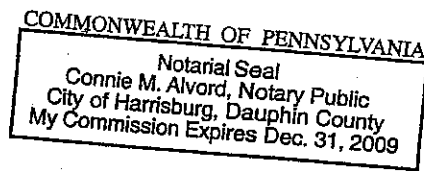


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Page 8 of 14

BK 4391 PG 153



EXHIBIT "A"

BK 4391 PG 154

LEGAL DESCRIPTION OF THE
GARRISON FALLS PHASE I COMMON AREA

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right-of-way line of Mason-Dixon Road (S.R. 3002), said point being the southernmost point of the herein described parcel; thence continuing along said northern right-of-way line of Mason-Dixon Road the following two courses and distances: (1) North 77 degrees 25 minutes 56 seconds West, a distance of 54.04 feet; (2) thence by a curve to the left, having a radius of 1,296.57 feet, a chord bearing of North 78 degrees 34 minutes 55 seconds West and an arc distance of 52.03 feet to a point on said northern right-of-way line of Mason-Dixon Road; thence leaving said northern right-of-way line of Mason-Dixon Road and continuing through lands now or formerly of The Links At Gettysburg, L.L.C., the following ten courses and distances: (1) North 10 degrees 16 minutes 06 seconds East, a distance of 100.81 feet to a point; (2) thence North 04 degrees 05 minutes 17 seconds East, a distance of 98.54 feet to a point; (3) thence North 11 degrees 15 minutes 41 seconds East, a distance of 261.80 feet to a point; (4) thence North 05 degrees 07 minutes 04 seconds East, a distance of 365.32 feet to a point; (5) thence by a curve to the left having a radius of 465.00 feet, a chord bearing of North 04 degrees 16 minutes 43 seconds West and an arc distance of 152.52 feet to a point; (6) thence North 13 degrees 40 minutes 30 seconds West, a distance of 78.49 feet to a point; (7) thence by a curve to the right having a radius of 1,535.00 feet, a chord bearing of North 01 degree 08 minutes 35 seconds West and an arc distance of 671.48 feet to a point; (8) thence by a curve to the right having a radius of 1,035.00 feet, a chord bearing of North 14 degrees 56 minutes 33 seconds East and an arc distance 128.38 feet to a point; (9) thence by a curve to the left having a radius of 965.00 feet, a chord bearing of North 16 degrees 57 minutes 25 seconds East and an arc distance of 51.84 feet to a point; (10) thence North 77 degrees 59 minutes 40 seconds West, a distance of 23.29 feet to a point at the southeast corner of lands now or formerly of Aqua Pennsylvania, Inc.; thence along the line of said lands of Aqua Pennsylvania, Inc., North 12 degrees 00 minutes 20 seconds East, a distance of 186.50 feet to a point at the northeast corner of said lands of Aqua Pennsylvania, Inc.; thence through lands now or formerly of The Links At Gettysburg, L.L.C., the following three courses and distances: (1) South 77 degrees 59 minutes 40 seconds East, a distance of 85.00 feet to a point; (2) thence South 12 degrees 00 minutes 19 seconds West, a distance of 19.69 feet to a point; (3) thence South 83 degrees 18 minutes 09 seconds East, a distance of 43.61 feet to a point at the common intersection of lands now or formerly of The Links At Gettysburg, L.L.C., Gene T. Walker, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of Gene T. Walker North 85 degrees 05 minutes 07 seconds East, a distance of 718.01 feet to a point at the common intersection of lands now or formerly of Gene T. Walker, Frederick C. Fryer and Kay E. Fryer, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 1,376.59 feet to a point at the common intersection of lands now or formerly of Frederick C. Fryer and Kay D. Fryer, James W. Waybright and Shirley Ann Waybright, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of James W. Waybright and Shirley Ann Waybright the following two courses and distances: (1) South 82 degrees 01 minute 22 seconds West, a distance of 285.45 feet to a point; (2) thence North 66 degrees 09 minutes 09 seconds West, a distance of 660.00 feet to a point at the common intersection of lands now or formerly of James W. Waybright and

Shirley Ann Waybright, Richard A. Klein and Bonni L. Klein, and The Links At Gettysburg, L.L.C.; thence along the line of said lands of James W. Waybright and Shirley Ann Waybright South 05 degrees 07 minutes 04 seconds West, a distance of 973.01 feet to a point on the northern right-of-way line of Mason-Dixon Road, said point being the point and place of BEGINNING.

EXCEPTING AND RESERVING thereout and therefrom Units 1 to 7, inclusive; Units 34 to 49, inclusive; and Units 58 to 62, inclusive, of Garrison Falls At The Links At Gettysburg, A Planned Community.

AND EXCEPTING AND RESERVING thereout and therefrom that certain tract or parcel of land depicted on the Phase I Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community, dated November 18, 2005, and recorded together with the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, in Adams County Record Book 4231, Page 105, and labeled on said Declaration Plat "Garrison Falls Convertible / Withdrawable Real Estate", being more particularly bound and described as follows, to wit:

BEGINNING at a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Jean T. Walker, and Frederick C. Fryer and Kay E. Fryer, said point being the northeastern most point of the herein described tract or parcel of land; Thence continuing along the said lands now or formerly of Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 1,376.59 feet to a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Frederick C. Fryer and Kay E. Fryer, and James W. Waybright and Shirley Ann Waybright; Thence continuing along the line of said lands of James W. Waybright and Shirley Ann Waybright the following two courses and distances: (1) South 82 degrees 01 minutes 22 seconds West, a distance of 285.45 feet to a point; (2) North 66 degrees 09 minutes 09 seconds West, a distance of 660.00 feet to a point at the common intersection of lands now or formerly of James W. Waybright and Shirley Ann Waybright, Richard A. Klein and Bonnie L. Klein, and The Links At Gettysburg, LLC; Thence through lands now or formerly of Richard A. Klein and Bonnie L. Klein the following eighteen courses and distances: (1) North 40 degrees 36 minutes 46 seconds East, a distance of 225.57 feet to a point; (2) South 72 degrees 40 minutes 12 seconds East, a distance of 89.49 feet to a point; (3) North 17 degrees 19 minutes 48 seconds East, a distance of 105.00 feet to a point; (4) North 47 degrees 40 minutes 54 seconds East, a distance of 46.35 feet to a point; (5) North 17 degrees 19 minutes 48 seconds East, a distance of 100.00 feet to a point; (6) North 41 degrees 58 minutes 09 seconds West, a distance of 31.08 feet to a point; (7) North 05 degrees 39 minutes 15 seconds West, a distance of 60.60 feet to a point; (8) North 07 degrees 40 minutes 26 seconds East, a distance of 58.11 feet to a point; (9) North 26 degrees 09 minutes 35 seconds East, a distance of 68.45 feet to a point; (10) North 82 degrees 19 minutes 34 seconds West, a distance of 8.24 feet to a point; (11) North 25 degrees 42 minutes 19 seconds West, a distance of 130.33 feet to a point; (12) Thence by a curve to the left having a radius of 140.00 feet, a chord bearing of north 32 degrees 20 minutes 37 seconds East and an arc distance of 156.14 feet to a point; (13) South 89 degrees 36 minutes 26 seconds East, a distance of 91.94 feet to a point; (14) North 3 degrees 18 minutes 24 seconds East, a distance of 15.53 feet to a point; (15) North 04 degrees 33 minutes 30 seconds West, a distance of 119.31 feet to a point; (16) Thence by a curve to the left having a radius of 58.00 feet, a chord bearing of South 79 degrees 23 minutes 54 seconds East and an arc distance of 31.41 feet to a point; (17) North 85 degrees 05 minutes 07 seconds East, a distance of 111.33 feet to a point; (18) North 04 degrees 54 minutes 53 seconds West, a distance of 173.00 feet to a point on the line of lands now or formerly of Jean T. Walker; Thence along the line of lands of



said Jean T. Walker North 85 degrees 05 minutes 07 seconds East, a distance of 212.66 feet to a point, said point being the point in place of BEGINNING.

BEING, as to part, part of 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 part, part of 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.

AND 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.



Image ID: 000001078209 Type: GEN
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BK 4391 PG 156

EXHIBIT "B"

LEGAL DESCRIPTION OF THE RETREAT PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, being more particularly bounded and described as follows:

BEGINNING at a point at a corner of Recreation Lot R- 1 as depicted on the Retreat Plan; thence by land now or formerly of The Links At Gettysburg, L.L.C., North 71 degrees 21 minutes 09 seconds East, 187.99 feet to a point; thence North 60 degrees 37 minutes 08 seconds East, 78.44 feet to a point; thence North 51 degrees 18 minutes 50 seconds East, 166.64 feet to a point; thence North 47 degrees 24 minutes 26 seconds East, 307.75 feet to a point; thence North 27 degrees 28 minutes 49 seconds East, 100.00 feet to a point; thence South 62 degrees 31 minutes 11 seconds East, 83.27 feet to a point; thence South 69 degrees 26 minutes 39 seconds East, 282.90 feet to a point; thence South 69 degrees 02 minutes 49 seconds East, 184.92 feet to a point at corner of said other land now or formerly of The Links At Gettysburg, L.L.C., and at corner of land now or formerly of Gene T. Walker; thence by said land now or formerly of Gene T. Walker, South 06 degrees 41 minutes 51 seconds West, 697.59 feet to a Planted Stone Found at corner of said land now or formerly of Gene T. Walker, and at corner of land now or formerly of Richard A. Klein and Bonni L. Klein; thence by said land now or formerly of Richard A. Klein and Bonni L. Klein, North 83 degrees 18 minutes 09 seconds West, 43.61 feet to a point; thence North 12 degrees 00 minutes 20 seconds East, 19.69 feet to a point; thence North 77 degrees 59 minutes 40 seconds West, 85.00 feet to a 5/8 inch Rebar Found at the common corner of said land now or formerly of Richard A. Klein and Bonni L. Klein, and land now or formerly of Aqua Pennsylvania, Inc.; thence by said land now or formerly of Aqua Pennsylvania, Inc., North 77 degrees 59 minutes 40 seconds West, 140.00 feet to a 5/8 inch Rebar Found at the common corner of said land now or formerly of Aqua Pennsylvania, Inc., and land now or formerly of The Links At Gettysburg, L.L.C.; thence by said land now or formerly of The Links At Gettysburg, L.L.C., North 77 degrees 12 minutes 15 seconds West, 276.71 feet to a point; thence North 89 degrees 11 minutes 08 seconds West, 386.91 feet to a point; thence South 79 degrees 45 minutes 36 seconds West, 103.92 feet to a point at corner of said land now or formerly of The Links At Gettysburg, L.L.C., and at corner of Recreation Lot R-1 as depicted on the Retreat Plan; thence by said Recreation Lot R-1, North 27 degrees 34 minutes 16 seconds West, 106.37 feet to a point at corner of said Recreation Lot R-1; thence by said Recreation Lot R-1, North 03 degrees 42 minutes 11 seconds West, 183.59 feet to a point at corner of said Recreation Lot R-1, the point and place of BEGINNING.

CONTAINING 14.682 acres, more or less, and being Lots 1-15, inclusive, on the Retreat Plan.

Being part of the same premises which Klein Family Limited Partnership, by its deed dated July 21, 1997 and recorded in Record Book 1410, Page 21, conveyed unto The Links At Gettysburg, L.L.C.



Image ID: 000001078210 Type: GEN
Page 12 of 14

BK 4391 PG 157

EXHIBIT "C"

[ATTACH PLAN DEPICTING ACCESS EASEMENT AREAS

PURSUANT TO PARAGRAPH 1.]



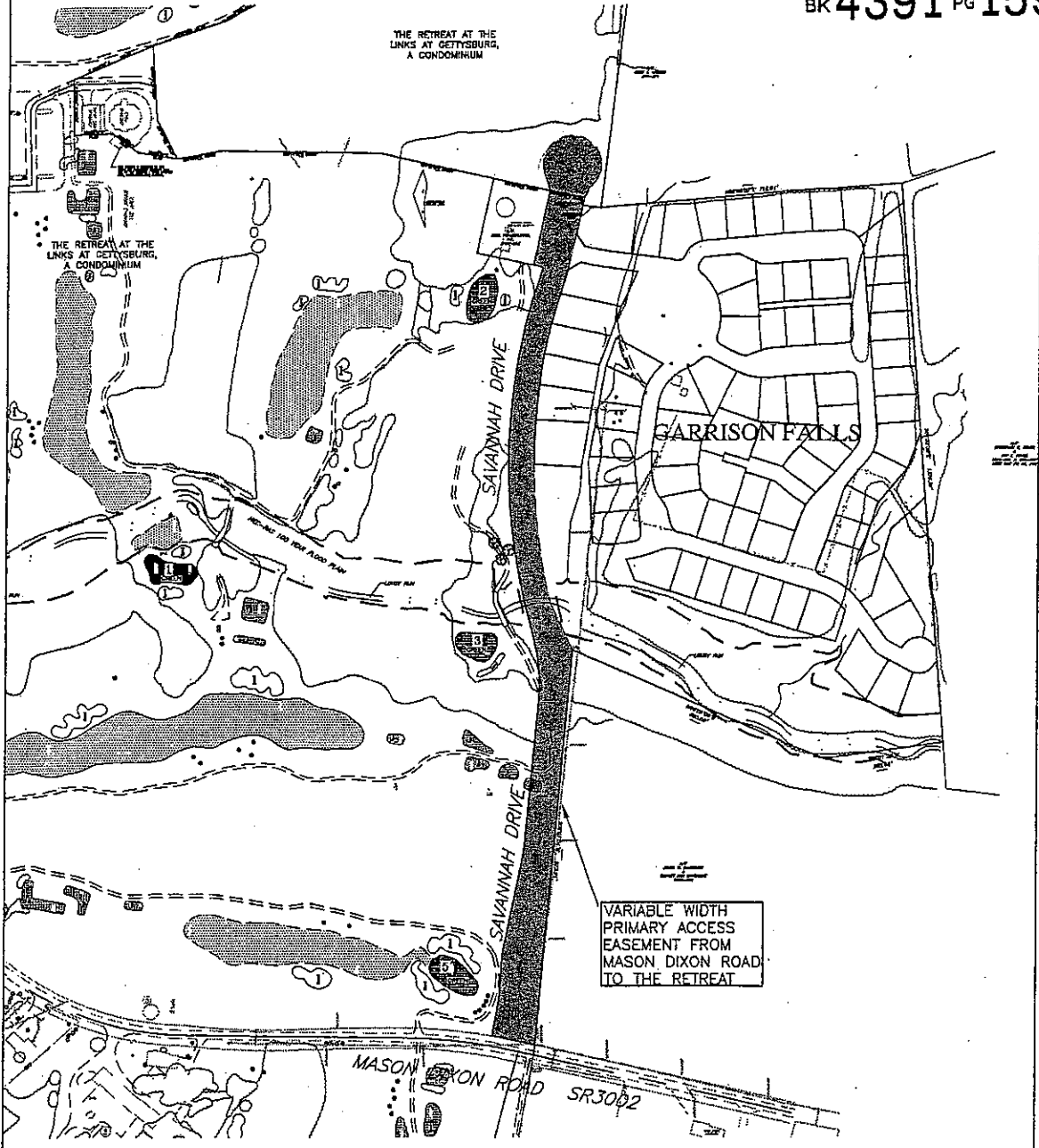
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Page 13 of 14

BK 4391 PG 158



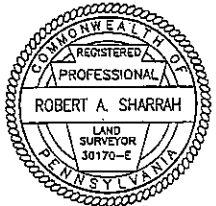
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Page 14 of 14

BK 4391 PG 159



VARIABLE WIDTH
PRIMARY ACCESS
EASEMENT FROM
MASON DIXON ROAD
TO THE RETREAT

THE PURPOSE OF THIS EXHIBIT IS TO DEPICT THE
PRIMARY ACCESS EASEMENT FOR BENEFIT OF THE
RETREAT CONDOMINIUM COMMUNITY.



THE RETREAT

REVISIONS	
NO.	DATE

PRIMARY ACCESS EASEMENT EXHIBIT SAVANNAH DRIVE

SHARRAH DESIGN GROUP, INC.
 Land Surveying & Consulting Services
 1270 Fairfield Road, Suite 5
 Gettysburg, PA 17325-7246
 Tel. 717-334-5400 Fax. 717-334-0922

Exhibit "C"

Prepared by and return to:
Robert M. Cherry, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

DECLARATION OF RECIPROCAL EASEMENTS


This DECLARATION OF RECIPROCAL EASEMENTS ("Declaration") is made this 11th day of April, 2011, by KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation ("KBG") and THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("Links"). THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("Realty"), joins in this Declaration for the purposes set forth herein.

WITNESSETH:

A. Pursuant to a certain Declaration of Condominium of The Retreat At The Links At Gettysburg, A Condominium, recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Record Book 4391, Page 69 (as amended, the "Declaration"), KBG, as the Declarant, and Links, as the fee simple owner of the subjected land, submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (as amended, the "Act") certain real estate located in **Mount Joy Township, Adams County, Pennsylvania**, as described in Exhibit "A" to the Declaration, and created a flexible condominium known as "The Retreat At The Links At Gettysburg, A Condominium" (the "Condominium").

B. Pursuant to Article XX of the Declaration, KBG reserved the option to withdraw from the Condominium all or portions of the "Withdrawable Real Estate" described

{A2280969:1}


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Fee Amt: \$29.50 Page 1 of 8

Instr# 201100004805
Adams County, PA
Linda K Myers Register and Recorder
BK **5587** PG **304**

in the Declaration. By the recording of the Fourth Amendment to the Declaration in Record Book 5587, Page 294 (the "Fourth Amendment"), KBG has withdrawn portions of Withdrawable Real Estate from the Condominium in accordance with the procedures set forth in Article XX of the Declaration. Links and Realty joined in the Fourth Amendment for the purposes set forth therein.

C. The parcels of Withdrawable Real Estate withdrawn pursuant to the Fourth Amendment are collectively referred to herein as the "Withdrawn Lots". The Withdrawn Lots are comprised of Lots C, 1 through 3, and 5 through 16, inclusive, as shown on the Phase 1 Preliminary/Final Subdivision Plan for The Villas At The Retreat At the Links At Gettysburg, recorded in Plat Book 98, Page 56.

D. The Declaration requires that when Withdrawable Real Estate is withdrawn, certain reciprocal easements shall be created and granted in favor of and against the Condominium Unit Owners and the Association, on the one hand, and the owner(s) and occupants of the Withdrawn Lots, on the other hand.

E. Links remains the fee simple owner of all of the Withdrawn Lots, and pursuant to that certain Revocation and Termination of Partial Assignment of Option Agreement, dated September 30, 2010 and recorded in Record Book 5523, Page 653, Realty is the owner of an equitable interest in the Withdrawn Lots, as the optionee under that certain unrecorded Option Agreement dated June 29, 2001.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration, KBG, as the Declarant of the Condominium, and Links, as the fee simple owner of the Withdrawn Lots, hereby declare as follows:



1. The Condominium, on the one hand, and each of the Withdrawn Lots, on the other hand, are hereby benefited and burdened with the reciprocal easements set forth in Section 20.2 of the Declaration, which are listed below:

(a) A non-exclusive easement and right-of-way over, on, and upon any roads and streets created within the Condominium or the Withdrawn Lots for ingress and egress to and from Savannah Drive and any public streets serving the Condominium and the Withdrawn Lots, including without limitation, Mason Dixon Road;

(b) The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Condominium and the Withdrawn Lots, including, inter alia, electrical, gas, telephone, sewer and waterlines, provided that the exercise of said rights does not materially interfere with the existing utility facilities;

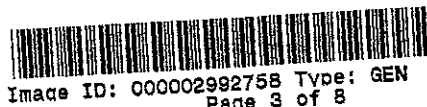
(c) The right to use and gain access to existing utility facilities located within the Condominium and/or the Withdrawn Lots, including the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities; and

(d) The right to enter upon the Condominium and the Withdrawn Lots at reasonable times for the purpose of laying, constructing, inspecting, maintaining, repairing or removing said utility facilities.

2. In accordance with Section 20.2 of the Declaration, KBG and Links hereby create the reciprocal rights set forth in Paragraph 1 above, subject to the following conditions:

(a) The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

(b) Any party exercising the easement right to install utility facilities over, under or through the burdened property shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the burdened property by the owners and occupants thereof;



(c) The party exercising such easement right, at its sole cost, shall promptly restore the burdened property to its original condition;

(d) The expense of operating, maintaining and repairing any area or facility subject to a reciprocal easement shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors; and

(e) The party exercising any easement right shall indemnify and hold harmless all other owners within the burdened property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

3. The rights and obligations created hereby shall be covenants running with the land, burdening and benefiting all owners and occupants of the Condominium and the Withdrawn Lots.

4. The withdrawal of the Withdrawn Lots from the Condominium shall not affect the boundaries of the Assessment District (as defined in the Declaration). The Withdrawn Lots shall remain part of the Assessment District.

5. Realty hereby subjects its interest in the Withdrawn Lots to the provisions of this Declaration, consents hereto, and agrees to be bound hereby.

(Signature Page Follows.)



Image ID: 000002992759 Type: GEN
Page 4 of 8

BK 5587 PG 307

IN WITNESS WHEREOF, KBG, Links and Realty have caused this Declaration of Reciprocal Easements to be executed as of the date first above written.

WITNESS:

KBG:
KLEIN BUILDERS GROUP, INC., a
Pennsylvania corporation

By *Lisa R. Barker*
Name: *Lisa R. Barker*
Title:

By: *[Signature]*
Name: Richard A. Klein
Title: President

ATTEST:

LINKS:
THE LINKS AT GETTYSBURG, L.L.C., a
Pennsylvania limited liability company

Patricia A. Kennedy
Name: Patricia A. Kennedy
Title: Secretary

By: *[Signature]*
Name: Richard A. Klein
Title: Managing Member

WITNESS:

REALTY:
THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C., a Pennsylvania limited
liability company:

Lisa R. Barker
Name: *Lisa R. Barker*
Title:

By: *[Signature]*
Name: Richard A. Klein
Title: Managing Member



Image ID: 000002992760 Type: GEN
Page 5 of 8

BK 5587 PG 308

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF Dauphin : SS:

On this, the 11th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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



Notary Public

(SEAL)

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alford, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2013



Image ID: 000002992761 Type: GEN
Page 6 of 8

BK 5587 PG 309

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF Dauphin

On this, the 11th day of April, 2011, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of THE LINKS AT GETTYSBURG, 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 purpose therein contained by signing the name of the company by himself as such Managing Member.

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

Connie M. Alvord

Notary Public

(SEAL)

My commission expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alvord, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2013



Image ID: 000002992762 Type: GEN
Page 7 of 8

BK 5587 PG 310

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF Dauphin :

On this, the 11th day of April, 2011, before me, a Notary Public, 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 company.

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



Notary Public

(SEAL)

My Commission Expires:


COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alvord, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2013



Image ID: 000002992763 Type: GEN
Page 8 of 8

BK 5587 PG 311

Prepared by and return to:
Rhonda M. Weaver, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108


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Recorded: 04/23/2013 at 10:18:16 AM
Fee Amt: \$28.50 Page 1 of 8
Instr# 20130005537
Adams County, PA
Linda K Myers Register and Recorder
BK 5821 PG 745

DECLARATION OF RECIPROCAL EASEMENTS

This DECLARATION OF RECIPROCAL EASEMENTS is made this 22nd day of April, 2013, by KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation ("KBG") and THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("Links"). THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("Realty"), joins in this Declaration for the purposes set forth herein.

WITNESSETH:

A. Pursuant to a certain Declaration of Condominium of The Retreat At The Links At Gettysburg, A Condominium, recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, in Record Book 4391, Page 69 (as amended, the "Declaration"), KBG, as the Declarant, and Links, as the fee simple owner of the subjected land, submitted to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101 et seq. (as amended, the "Act") certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as described in Exhibit "A" to the Declaration, and created a flexible condominium known as "The Retreat At The Links At Gettysburg, A Condominium" (the "Condominium").

B. Pursuant to Article XX of the Declaration, KBG reserved the option to withdraw from the Condominium all or portions of the "Withdrawable Real Estate" described

(A3329200:1)

in the Declaration. By the recording of the Fifth Amendment to the Declaration immediately prior hereto (the "Fifth Amendment"), KBG has withdrawn portions of Withdrawable Real Estate from the Condominium in accordance with the procedures set forth in Article XX of the Declaration. Links and Realty joined in the Fifth Amendment for the purposes set forth therein.

C. The parcels of Withdrawable Real Estate withdrawn pursuant to the Fifth Amendment are collectively referred to herein as the "Withdrawn Lots." The Withdrawn Lots are comprised of Lot A and Lot B, as shown on the Phase 1 Preliminary/Final Subdivision Plan for The Villas At The Retreat At the Links At Gettysburg, recorded in Plat Book 98, Page 56.

D. The Declaration requires that when Withdrawable Real Estate is withdrawn, certain reciprocal easements shall be created and granted in favor of and against the Condominium Unit Owners and the Association, on the one hand, and the owner(s) and occupants of the Withdrawn Lots, on the other hand.

E. Links remains the fee simple owner of all of the Withdrawn Lots, and pursuant to that certain Revocation and Termination of Partial Assignment of Option Agreement, dated September 30, 2010 and recorded in Record Book 5523, Page 653, Realty is the owner of an equitable interest in the Withdrawn Lots, as the optionee under that certain unrecorded Option Agreement dated June 29, 2001.

F. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration, KBG, as the Declarant of the Condominium, and Links, as the fee simple owner of the Withdrawn Lots, hereby declare as follows:

{A3329200-1}



1. The Condominium, on the one hand, and each of the Withdrawn Lots, on the other hand, are hereby benefited and burdened with the reciprocal easements set forth in Section 20.2 of the Declaration, which are listed below:

(a) A non-exclusive easement and right-of-way over, on, and upon any roads and streets created within the Condominium or the Withdrawn Lots for ingress and egress to and from Savannah Drive and any public streets serving the Condominium and the Withdrawn Lots, including without limitation, Mason Dixon Road;

(b) The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Condominium and the Withdrawn Lots, including, inter alia, electrical, gas, telephone, sewer and waterlines, provided that the exercise of said rights does not materially interfere with the existing utility facilities;

(c) The right to use and gain access to existing utility facilities located within the Condominium and/or the Withdrawn Lots, including the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities; and

(d) The right to enter upon the Condominium and the Withdrawn Lots at reasonable times for the purpose of laying, constructing, inspecting, maintaining, repairing or removing said utility facilities.

2. In accordance with Section 20.2 of the Declaration, KBG and Links hereby create the reciprocal rights set forth in Paragraph 1 above, subject to the following conditions:

(a) The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

(b) Any party exercising the easement right to install utility facilities over, under or through the burdened property shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the burdened property by the owners and occupants thereof;

(A3328200:1)

3



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Page 3 of 8

BK 5821 PG 747

(c) The party exercising such easement right, at its sole cost, shall promptly restore the burdened property to its original condition;

(d) The expense of operating, maintaining and repairing any area or facility subject to a reciprocal easement shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors; and

(e) The party exercising any easement right shall indemnify and hold harmless all other owners within the burdened property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

3. The rights and obligations created hereby shall be covenants running with the land, burdening and benefiting all owners and occupants of the Condominium and the Withdrawn Lots.

4. The withdrawal of the Withdrawn Lots from the Condominium shall not affect the boundaries of the Assessment District (as defined in the Declaration). The Withdrawn Lots shall remain part of the Assessment District.

5. Realty hereby subjects its interest in the Withdrawn Lots to the provisions of this Declaration of Reciprocal Easements, consents hereto, and agrees to be bound hereby.

(Signature Page Follows.)

Image ID: 000003295338 Type: GEN
Page 4 of 8
BK 5821 PG 748

{A3329200.1}

IN WITNESS WHEREOF, KBG, Links and Realty have caused this Declaration of Reciprocal Easements to be executed as of the date first above written.

WITNESS: KBG:
KLEIN BUILDERS GROUP, INC., a
Pennsylvania corporation

By *Mark S. Maginnis*
Name: MARK S. MAGINNIS
Title:

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

ATTEST: LINKS:
THE LINKS AT GETTYSBURG, L.L.C., a
Pennsylvania limited liability company

Cathy Batista
Name: Cathy Batista
Title: Secretary

By: *Richard A. Klein*
Name: Richard A. Klein
Title: ~~Managing Member~~ President

WITNESS: REALTY:
THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C., a Pennsylvania limited
liability company:

Mark S. Maginnis
Name: MARK S. MAGINNIS
Title:

By: *Richard A. Klein*
Name: Richard A. Klein
Title: Managing Member



Image ID: 00003295339 Type: OEN
Page 5 of 8

BK 5821 PG 749

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 22nd day of April, 2013, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of KLEIN BUILDERS GROUP, INC., a Pennsylvania business corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Lisa R. Barker

Notary Public

(SEAL)

My commission expires:

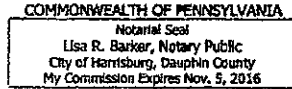


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Page 6 of 8

6K 5821 pg 750

{A3329200-1}

COMMONWEALTH OF PENNSYLVANIA :
 :
 : SS:
COUNTY OF DAUPHIN :

On this, the 22nd day of April, 2013, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of THE LINKS AT GETTYSBURG, 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 purpose therein contained by signing the name of the company by himself as such Managing Member.

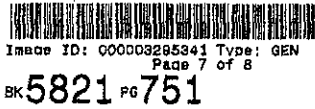
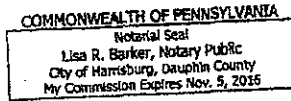
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lisa R. Barker

Notary Public

(SEAL)

My commission expires:



{A3329200:1}

- 7 -

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 22nd day of April, 2013, before me, a Notary Public, 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 company.

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

Lisa R. Barker

Notary Public

(SEAL)

My Commission Expires:

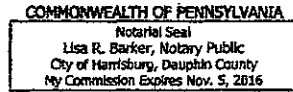


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AMENDMENT TO PUBLIC OFFERING STATEMENT

FOR

THE VILLAS AT THE RETREAT
AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

AND

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

The Links at Gettysburg Realty Company, L.L.C. ("Declarant") as original Declarant of the Community and The Links at Gettysburg, L.L.C. ("Links"), as the owner in fee simple of the PC Real Estate, are providing this Amendment to report the following changes in the information contained in the Public Offering Statement with an Effective Date of April 11, 2011 for The Villas At The Retreat At The Links At Gettysburg, A Planned Community and The Links At Gettysburg Planned Golf Community (the "Original POS"). All capitalized terms used in this Amendment to Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in the Original POS.

1. Creation of the Community. Declarant and Links created The Villas At The Retreat At The Links At Gettysburg, A Planned Community (the "Community") by recording the Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community, on April 14, 2011 in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 5587, Page 315 (the "Declaration"). At the time the Community was created, it contained a total of fifteen (15) Units.

2. Conversion of Convertible Real Estate. As of the Effective Date, Declarant has recorded one (1) amendment to the Declaration. The amendment converted portions of the Convertible/Withdrawable Real Estate to create twelve (12) additional Units and Limited Common Elements appurtenant thereto in Phase 2 of the Community. This conversion of Convertible Real Estate increased the number of Units in the Community to a present total of twenty-seven (27), and reallocated the Allocated Interest appurtenant to all Units in accordance with Section 2.1 of the Declaration. As of the Effective Date, the Units existing in the Community and the Allocated Interest and number of votes in the Association assigned to each Unit are as listed on **Exhibit A** hereto. Further as of the Effective Date, the Original POS is hereby supplemented with the most recent amended Plats and Plans for the Community (see "Plats and Plans" tab).

3. Builders. The first grammatical paragraph of Section 4 of the Original POS is hereby amended and restated as follows:

The initial Builder of the homes ("Dwellings") constructed or to be constructed on Units 1, 2, 3, 10, 14 and 15 in the Community is Insignia, Inc.,

a Maryland corporation ("Insignia"). Insignia's principal address is 11115 Repp Road, Union Bridge, Maryland 21791.

Pursuant to certain agreements with Declarant, Applewood Group, LLC, a Pennsylvania limited liability company ("Keystone"), has the right to purchase and construct Dwellings on Units 5, 6, 7, 8, 9, 11, 12, 13, 16, and 17 through 28, inclusive, in the Community. Keystone's principal address is 227 Granite Run Drive, Suite 100, Lancaster, Pennsylvania 17601. It is presently anticipated that Keystone will be the Builder of the Dwellings on the aforesaid Units.

4. Deed. For purposes of the Units which Keystone purchases and upon which Keystone constructs Dwellings (the "Keystone Units"), the form Deed attached as an Exhibit to the Original POS is hereby deleted in its entirety and replaced with the form Deed inserted in its place (see "Deed" tab).

5. Agreement of Purchase and Addendum. For purposes of the Keystone Units, the form Agreement of Purchase attached as an Exhibit to the Original POS is hereby deleted in its entirety and replaced with the form Agreement of Purchase inserted in its place (see "Agreement of Sale" tab).

6. CAM Fund. Pursuant to Section 5(E) of the Original POS, Declarant hereby discloses that portions of the CAM Fund are being utilized to defray the cost of building the Community Amenities in accordance with Section 10.1.1 of the Master Association Declaration.

7. Declaration of Reciprocal Easements. The first sentence of Section 8(M) of the Original POS is hereby amended and restated as follows:

The Community is subject to those certain Declarations of Reciprocal Easements recorded in the Office of the Recorder of Deeds for Adams County, Pennsylvania in Record Book 5587, Page 304 and Record Book 5821, Page 745, pursuant to which the Community and The Retreat At The Links At Gettysburg, A Condominium, are both burdened and benefitted from cross easements for, inter alia, access through the Community and the Condominium to and from public streets, construction of new utilities and tie-in to existing utilities.

As of the Effective Date, the Original POS is hereby supplemented with copies of the aforesaid Declarations (see "Declaration of Easements" tab).

8. Propane Facilities Easement. The Propane Facilities Easement attached as an Exhibit to the Original POS has been further amended by (i) the Third Amendment to Propane Facilities Easement dated December 3, 2012 and recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Record Book 5773, Page 287; and (ii) the Fourth Amendment to Propane Facilities Easement dated May 30, 2013 and recorded in Record Book 5835, Page 583. The Original POS is hereby supplemented with copies of the aforesaid Third Amendment and Fourth Amendment (see "Propane Facilities Easement" tab).

9. Effective Date. The effective date of this Amendment to Public Offering Statement shall be June 4, 2013.

10. Incorporation. This Amendment supplements the Original POS dated April 11, 2011 and is hereby expressly made a part thereof. Except as specifically provided herein to the contrary, all of the notices, terms and provisions of the Original POS continue in full force and effect.

EXHIBIT A

**ALLOCATED INTEREST IN COMMON EXPENSES
AND VOTES APPURTENANT TO UNITS**

Unit Number	Allocated Interest (%)	Number of Votes
Existing Phase 1		
1	3.7	1
2	3.7	1
3	3.7	1
5	3.7	1
6	3.7	1
7	3.7	1
8	3.7	1
9	3.7	1
10	3.7	1
11	3.7	1
12	3.7	1
13	3.7	1
14	3.7	1
15	3.7	1
16	3.7	1
Phase 2		
17	3.7	1
18	3.7	1
19	3.7	1
20	3.7	1
21	3.7	1
22	3.7	1
23	3.7	1
24	3.7	1

Unit Number	Allocated Interest (%)	Number of Votes
25	3.7	1
26	3.7	1
27	3.7	1
28	3.7	1
Total (27 Units)	99.90	27