
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: _____, 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.

[Attach the Form of 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
Insurance Certificate(s)