

**DECLARATION OF ACCESS DRIVE
AND ENTRANCE SIGN EASEMENT**

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: _____
Patricia A. Kennedy, Secretary

By: _____
Richard A. Klein, President

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 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.

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. 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.

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.

By: _____
Richard A. Klein, Managing Member

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 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.

Notary Public