
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

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

Date: _____, 2003



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FOR

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Table of Contents

ARTICLE I1
SUBMISSION; DEFINED TERMS1
1.1. Declarant; Property; County; Name1
1.2. Declarant's Undertakings.....1
1.3. Builder's Undertakings; Consent of Builder.....2
1.4. Easements and Licenses.....2
1.5. Defined Terms4
1.6. Provisions of the Act.....9

ARTICLE II9
ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES;
UNIT IDENTIFICATION AND BOUNDARIES9
2.1. Allocated Interests, Votes and Common Expense Liabilities9
2.2. Unit Boundaries10
2.3. Relocation of Boundaries Between Units.....10

ARTICLE III10
LIMITED COMMON ELEMENTS; RESERVATION OF COMMON ELEMENTS10
3.1. Limited Common Elements.....10
3.2. Common Elements Not Previously Allocated10

ARTICLE IV11
ADDITIONS, ALTERATIONS AND IMPROVEMENTS11
4.1. Additions, Alterations and Improvements by Unit Owners11
4.2. Additions, Alterations and Improvements by the Executive Board12

ARTICLE V12
MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES12
5.1. Maintenance Responsibilities12
5.2. Common Elements12
5.3. Units and Limited Common Elements.....12
5.4. Failure to Maintain Units and Common Elements12
5.5. Chart of Maintenance Responsibilities.....12
5.6. Access.....12

ARTICLE VI13
EASEMENTS.....13
6.1. Additional Easements13
6.1.1. Declarant's Use for Sales Purposes.....13
6.1.2. Utility Easements13
6.1.3. Declarant's Easement to Correct Drainage14

6.1.4. Declarant's Reservation of Right to Grant Easements	14
6.1.5. Declarant's Easement for Development of Convertible, Withdrawable and Additional Real Estate	14
6.1.6. Temporary Easement for Construction	14
6.1.7. Declaration of Deed Covenants Affecting Preserved Open Space.....	14
6.1.8. Access Easement	15
6.1.9. NIDMA Easement	15
ARTICLE VII.....	15
USE RESTRICTIONS.....	15
7.1. Use and Occupancy of Units and Common Facilities	15
7.1.1. Permitted Use	15
7.1.2. No Unlawful Purposes.....	15
7.1.3. Preservation of Exterior of Units.....	15
7.1.4. Condition.....	16
7.1.5. Landscaping	16
7.1.6. Materials	16
7.1.7. Signs.....	16
7.1.8. Temporary Structures	16
7.1.9. Satellite Dishes; Antennas	17
7.1.10. Fences	17
7.1.11. Animals	17
7.1.12. Swimming Pools	17
7.1.13. Storage Tanks.....	17
7.1.14. Use of Streets	17
7.1.15. Use of Common Elements.....	17
7.1.16. Limitations on Application of Restrictions	17
7.1.17. Laws and Ordinances.....	18
7.1.18. Drainage.....	18
7.1.19. Subdivision.....	18
7.1.20. Rules and Regulations	18
7.2. Restriction on Exterior Modifications to Certain Units	18
7.3. Waiver Requests	19
7.4. Alterations and Improvements	19
ARTICLE VIII.....	19
LEASING	19
8.1. Leases	19
8.2. Exceptions	20
ARTICLE IX.....	20
ASSESSMENT AND COLLECTION OF COMMON EXPENSES	20
9.1. Definition of Common Expenses.....	20
9.2. Apportionment of Common Expenses	21
9.3. Special Allocations of Expenses as Limited Common Expenses.....	22
9.4. Lien.....	22
9.5. Budget Adoption	23
9.6. Adoption of Non-Budgeted Common Expense Assessments	23
9.7. Certificate of Payment of Common Expense Assessments	23

9.8.	Frequency of Payment of Common Expenses	24
9.9.	Acceleration of Common Expense Assessments.....	24
9.10.	Commencement of Common Expense Assessments	24
9.11.	Personal Liability of Unit Owners	24
9.12.	No Waiver of Liability for Common Expenses	24
9.13.	Working Capital Fund	24
9.14.	Surplus Funds	25
9.15.	Association Records	25
ARTICLE X (Reserved)		25
ARTICLE XI.....		25
DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS		25
11.1.	Control	25
11.2.	Special Declarant Rights	26
ARTICLE XII.....		26
LIMITATION OF LIABILITY		26
12.1.	Limited Liability of Members of the Executive Board.....	26
12.2.	Indemnification of Members of the Executive Board and Officers of the Association	26
12.2.1.	Third Party Actions.....	26
12.2.2.	Derivative Actions.....	27
12.2.3.	Procedure for Effecting Indemnification.....	27
12.2.4.	Expenses Advanced	27
12.2.5.	Indemnification of Other Persons	27
ARTICLE XIII.....		27
INSURANCE.....		27
13.1.	Coverage	27
13.2.	Property Insurance	28
13.3.	Liability Insurance	28
13.4.	Unit Owner Policies	28
13.5.	Other Provisions	28
13.6.	Fidelity Bonds	29
13.7.	Workmen's Compensation Insurance	29
13.8.	Indemnification Insurance	29
13.9.	Other Insurance.....	29
13.10.	Premiums and Deductibles	29
ARTICLE XIV		29
DAMAGE TO OR DESTRUCTION OF PROPERTY.....		29
14.1.	Unit Owner's Duty to Restore	29
14.2.	Association's Duty to Restore	29
14.2.1.	Cost	30
14.2.2.	Plans	30
14.2.3.	Replacement of Common Elements.....	30
14.2.4.	Insurance Proceeds	30

14.2.5. Certificates by the Executive Board.....	30
14.2.6. Certificates by Attorneys	30
ARTICLE XV	30
AMENDMENTS TO DECLARATION	30
15.1. Admendment Generally	30
15.2. Limitation of Challenges	31
15.3. Recordation of Amendments	31
15.4. Execution of Amendments	31
15.5. Special Declarant Rights	31
15.6. Corrective Amendments	31
ARTICLE XVI	31
AMENDMENTS TO BYLAWS	31
16.1. Amendments to Bylaws	31
ARTICLE XVII	32
RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING	32
17.1. Right to Notice and Comment.....	32
17.2. Right to Notice and Hearing.....	32
17.3. Appeals.....	32
ARTICLE XVIII	32
POWERS OF THE ASSOCIATION	32
18.1. Powers of the Association	32
18.2. Delegation of Powers to Master Association.....	32
18.2.1. Reservation	33
18.2.2. Initial Responsibilities.....	33
18.3. Merger or Consolidation	34
18.3.1. Reservation	34
18.3.2. Restrictions	34
18.4. Conveyance or Encumbrance of the Common Facilities.....	35
18.5. Judgments Against the Association	35
ARTICLE XIX	35
COMMUNITY AMENITIES; GOLF COURSE; HOTEL/CONFERENCE CENTER; NEIGHBORHOOD IMPROVEMENT DISTRICT; COMMUNITY WATER AND SEWER SYSTEM	35
19.1. Community Amenities.....	35
19.1.1. Community Amenities Membership Fund.....	36
19.1.2. Use by Hotel/Conference Center	36
19.1.3. Use by Golf Course Members and the Public	37
19.1.4. Annual Assessments.....	37
19.1.5. PGC Trails and OSRA	37
19.2. Golf Course	38
19.3. Hotel/Conference Center; Time Share Units.....	38

19.4. Neighborhood Improvement District	38
19.4.1. Financing; Assessments	38
19.4.2. NIDMA Facilities	39
19.4.3. Ownership of NIDMA Facilities in the Community	39
19.4.4. Ownership of Other NIDMA Facilities.....	39
19.4.5. Assessment District Lien	39
19.4.6. Indemnification	40
19.5. Public Water and Sewer System	40
19.5.1. Construction, Operation and Maintenance	40
19.5.2. Regulation; Service	40
ARTICLE XX	40
CONVERTIBLE REAL ESTATE	40
20.1. Reservation	40
20.2. Assurances	41
ARTICLE XXI	41
WITHDRAWABLE REAL ESTATE	41
21.1. Reservation to Withdraw	41
21.2. Easements Regarding Withdrawable Real Estate.....	42
21.3. Assessment District Unaffected	43
ARTICLE XXII	43
OPTION TO EXPAND THE COMMUNITY	43
22.1. Reservation	43
22.2. Assurances.....	43
ARTICLE XXIII	44
TERMINATION OF THE COMMUNITY	44
23.1. Procedure for Termination	44
ARTICLE XXIV	44
INTERPRETATION	44
24.1. Interpretation	44
ARTICLE XXV	44
SEVERABILITY	44
25.1. Severability	44
ARTICLE XXVI.....	45
EFFECTIVE DATE	45
26.1. Effective Date	45

- EXHIBIT A LEGAL DESCRIPTION OF THE REAL ESTATE
- EXHIBIT B ALLOCATED INTEREST IN COMMON EXPENSES AND VOTES APPURTENANT TO UNITS
- EXHIBIT C PLATS AND PLANS
- 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 LIST OF DWELLING UNITS SUBJECT TO GOLF COURSE OWNER, ASSOCIATION, AND MASTER ASSOCIATION APPROVAL OF EXTERIOR MODIFICATIONS

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE COURTYARDS 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 Declarant"), owner in fee simple of the real estate described in Exhibit A attached hereto ("Real Estate"), located in Mount Joy Township, Adams County, Pennsylvania and The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Realty Declarant"), as exclusive optionee of the Real Estate under an assignment of an unrecorded option agreement (Links Declarant and Realty Declarant, individually and collectively, "Declarant"), hereby submit the 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. ("Act"), and hereby create with respect to the Property a flexible planned community to be known as "The Courtyards At The Links At Gettysburg, A Planned Community" ("Community").

Section 1.2. Declarant's Undertakings.

1.2.1. The Units as initially created may consist of unimproved subdivided lots ("Unimproved Units"). The Declarant shall construct or provide for the construction of certain Common Element improvements, such as roads, drainage facilities, and other improvements as provided herein. The Declarant shall not be responsible for the substantial completion of any Dwelling or other improvements located within the Unit title lines, including any structural components or mechanical systems located within the Unit title lines that constitute Common Elements under the provisions hereof or the provisions of the Act.

1.2.2. The construction of improvements to be built upon the portion of the Property 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.

1.2.3. It is expected that title to a Unit will be transferred directly from the Declarant to the third-party purchaser pursuant to a contract between the third party purchaser and the Builder for sale of the Unit and construction of a Dwelling thereon ("Agreement of Purchase"). Notwithstanding the foregoing, the Declarant and the Builder reserve, without limitation, the right to modify the manner in which title to Units is transferred to third party purchasers as may be required to facilitate development of the Community.

Section 1.3.

Builder's Undertakings; Consent of Builder.

1.3.1. The Gettysburg Community, LLC, a Maryland limited liability company ("Builder"), is the equitable owner of the Units under this Declaration, pursuant to certain agreements with, inter alia, the Realty Declarant. The Builder is not a Declarant under this Declaration; however, the Builder has executed the Consent appended to this Declaration to acknowledge and agree that all of the Builder's right, title and equitable interest in and to the Units under this Declaration, is, and shall be, subject to the terms of this Declaration. In the event that the Builder's equitable ownership of any such Unit hereunder terminates, the Builder shall execute in recordable form a document in form and content reasonably and mutually satisfactory to the Declarant and the Builder that confirms such termination.

1.3.2. It is presently anticipated that construction of Dwellings and any other improvements within the Unit title lines shall be undertaken by the Builder either pursuant to an Agreement of Purchase with a third party purchaser, or on the Builder's own account with respect to any Unit to which legal title is held by the Builder. The 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 terms of the warranty set forth in Section 5411 of the Act.

1.3.3. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the Declarant has 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 title lines by the Builder or any party other than the Declarant, 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 title lines by the Builder or any party other than the Declarant.

1.3.4. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the 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. 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:

1.4.1. Provisions of the Adams County "Clean and Green" Program as contained in Clean and Green Book 3, Page 1033.

1.4.2. Rights-of-way granted to Adams Electric Cooperative, Inc. recorded in Adams County Record Book 1446, Page 228; Book 1457, Page 247; Book

1457, Page 249; Book 1457, Page 251; Book 1605, Page 233; Book 1850, Page 149; and Book 1850, Page 151.

1.4.3. Drainage easement and releases granted to the Commonwealth of Pennsylvania, Pennsylvania Department of Transportation, and Mount Joy Township recorded in Adams County Record Book 1594, Page 296.

1.4.4. Restrictions, conditions, easements and setbacks recorded in Adams County Plat Book 74, Page 41; and Plat Book 78, Page 83.

1.4.5. Provisions of the Mount Joy Township Agricultural Security Area as recorded in Adams County Record Book 680, Page 151.

1.4.6. Possible rights-of-way granted to Adams Electric Cooperative, Inc. recorded in Adams County Record Book 1446, Page 228; Book 1457, Page 247; Book 1457, Page 249; Book 1457, Page 251; and Book 1605, Page 233.

1.4.7. Possible right-of-way granted to United Telephone Company recorded in Adams County Miscellaneous Book 18, Page 5.

1.4.8. Restrictions and grants of rights set forth in the Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space dated _____, 2003, between The Links At Gettysburg, L.L.C. and Mount Joy Township, recorded in Adams County Record Book ____, Page ____ ("Open Space Declaration").

1.4.9. Restrictions and grants of rights set forth in the Declaration of Master Association for The Links At Gettysburg Planned Golf Community dated _____, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book ____, Page ____ ("Master Association Declaration").

1.4.10. Rights set forth in that certain Propane Facilities Easement Agreement, dated _____, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book ____, Page ____ ("Propane Facilities Easement").

1.4.11. Rights set forth in that certain Declaration of Access Drive and Entrance Sign Easement, dated _____, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book ____, Page ____ ("Access Drive and Entrance Sign Easement").

1.4.12. Restrictions, conditions, easements, rights-of-way and setbacks set forth on the Preliminary/Final Subdivision/Land Development Plan for The Courtyards At The Links At Gettysburg, recorded in Adams County Record Book ____, Page ____ (as amended from time to time, the "Subdivision Plan").

Section 1.5. Defined Terms

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

1.5.2. 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 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 Courtyards Homeowners Association" and shall have all powers and duties designated by the Act.
- (g) "Bylaws" means the Bylaws of The Courtyards 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.
- (j) "Common Facilities" means any real estate within the Property as depicted on the Plats and Plans, as they may be revised from time to time, that is not a Unit and that is owned by or leased to the Association.

(k) "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.

(l) "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.

(m) "Community" means the Community described in Section 1.1 hereof.

(n) "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.

(o) "Community Documents" include the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(p) "Condominium Act" means the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq.

(q) "Convertible Real Estate" means that portion of 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.

(r) "Declarant" means one or more of the Declarants described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

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

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

(u) "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.

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

(w) "First Settlement" means the date of the first closing whereby a Unit is conveyed to an Initial Third Party Purchaser.

(x) "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.

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

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

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

(bb) "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 the Units.

(cc) "Limited Controlled Facilities" means those portions of the Common Facilities, not part of the Units, 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 the Units.

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

(ee) "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.

(ff) "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.

(gg) "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.

(hh) "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.

(ii) "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 PGC Property and 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.

(jj) "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 17.1 hereof.

(kk) "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 17.2 hereof.

(ll) "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 or the tract of land described on the Plats and Plans as "The Retreat". The exact location of the OSRA will be established by the recording of an amendment to this Declaration and the Plats and Plans. 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.

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

(nn) "PGC Property" means those certain parcels of real estate situate within Mount Joy Township, Adams County, Pennsylvania, being more particularly described on Exhibit G attached hereto, and comprising a planned golf community ("PGC") known as "The Links At Gettysburg Planned Golf Community".

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

(pp) "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.

(qq) "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 1.4.8 hereof.

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

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

(tt) "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 Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

(uu) "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.

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

(ww) "Subdivision Plan" means the Preliminary/Final Subdivision/Land Development Plan for The Courtyards At The Links At Gettysburg, A Planned Community, prepared by Robert A. Sharrah, P.L.S., Land Surveying & Consulting Services, as recorded in Adams County Plan Book ___, Page ___, as the same may be amended or modified by the

Declarant from time to time in accordance with Mount Joy Township and other governmental requirements.

(xx) "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.

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

(zz) "Withdrawable Real Estate" means that portion of 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 1.6. 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

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

2.1.1. Attached hereto as Exhibit B is a list of the first seven (7) 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 and Section 9.2 hereof, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal, 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 fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof.

2.1.2. The Allocated Interest shall automatically change upon conversion of Convertible Real Estate as set forth in Article XX below, and the new Allocated Interest of each Unit existing after such conversion shall be determined in accordance with Subsection 2.1.1 hereof.

2.1.3. The Allocated Interest shall determine the number of votes in the Association and, subject to Section 9.2 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.

2.1.4. Notwithstanding the foregoing, if the Declarant converts all or any portion of the Convertible Real Estate into Units the Declarant reserves the right to assign a factor ranging from 0.8 and 1.2 to any Units created therein based reasonably upon the relative square footage of the Units and any other relevant characteristics of such additional Units such as the presence of other amenities. The Declarant shall designate the factor to be assigned to Units in the Community in any Amendment to Declaration in which additional Units are created. The Declarant's judgment regarding the factor assigned to any such additional Units shall be final.

Section 2.2. Unit Boundaries. The 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, located within said boundaries. There are no horizontal boundaries.

Section 2.3. Relocation of Boundaries Between Units. Unit Owners 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 for relocation as set forth therein.

ARTICLE III

LIMITED COMMON ELEMENTS; RESERVATION OF COMMON ELEMENTS

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Section 3.1. Limited Common Elements. The following portions of the Property are hereby designated as Limited Common Facilities:

3.1.1. Individual rural mailboxes serving Units 1 through 4 and Units 13 through 15, as designated on the Plats and Plans, and any other individual rural mailbox serving a single Unit and located outside the title lines of such Unit as shown on the Plats and Plans.

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 a Common Facility allocated by or pursuant to an amendment to this Declaration and shown on the accompanying amended Plats and Plans.

Section 3.2. Common Elements Not Previously Allocated. The Association shall have the power to allocate a Common Element not previously allocated as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community, provided such allocation is effected in accordance with Section 5209(c) of the Act.

ARTICLE IV

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 4.1. Additions, Alterations and Improvements by Unit Owners.

4.1.1. A Unit Owner:

(a) May 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 permission of the Executive Board;

4.1.2. Subject to the limitations of Subsections 4.1.5 and 4.1.6 hereof, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 4.1.1(b) 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.

4.1.3. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or any of its members 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.

4.1.4. All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any insurance policies carried by the Association or by the owners of any Units other than those affected by such change.

4.1.5. The provisions of this Section 4.1 shall not apply to the Declarant in the exercise of any Special Declarant Right.

4.1.6. The provisions of this Section 4.1 shall not apply to the owner of an Unimproved Unit (including, without limitation, the Builder) in the initial construction of a Dwelling and other improvements within a Unit.

Section 4.2. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 9.5 and 9.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE V

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 5.1. 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 5.2. Common Elements. The Association shall maintain, repair and replace all of the Common Elements.

Section 5.3. 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 the 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 5.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association for the reasonable cost of repair of any damage to the Common Elements caused by such Unit Owner's failure to properly maintain, repair or replace any portion of his or her Unit or the Limited Common Elements appurtenant thereto, except the portions thereof to be maintained, repaired or replaced by the Association. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his or her 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 to be maintained, repaired or replaced by the Association.

Section 5.5. Chart of Maintenance Responsibilities. The respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement of the Units, Common Elements and Limited Common Elements are set forth in the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws, as amended from time to time.

Section 5.6. Access. Any person authorized by the Executive Board shall have the right to enter upon the exterior portion of each Unit, at reasonable times and in a reasonable manner, without notice to the Unit Owner, for the purpose of lawn mowing, landscaping, tree and shrub pruning, mulching, leaf removal and snow removal, and for the purpose of reading utility meters. Any person authorized by the Executive Board shall have the right to enter upon the exterior portion of each Unit for the purpose of correcting any condition threatening a Unit or the Common Elements; for the purpose of performing installations, alterations or repairs; for the purpose of repairing 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, including correction of any violation of Article VII hereof, provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

ARTICLE VI

EASEMENTS

Section 6.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Elements. 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:

6.1.1. Declarant's Use for Sales Purposes. The Declarant shall have the right to maintain one or more sales offices and models throughout the Property and to maintain one or more directional, promotional and advertising signs on the Common Elements and on Units owned by the Declarant pursuant to Section 5217 of the Act. The Declarant reserves the right to place models and sales offices on any portion of the Common Elements 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 and sales offices to different locations within the Property notwithstanding that the Community Documents may otherwise preclude such use in those locations. Pursuant to certain agreements between the Declarant and the Builder, the Declarant has granted to the Builder the right to maintain one or more sales offices and models throughout the Property and to maintain one or more directional, promotional and advertising signs on the Common Elements and on Units owned by the Builder.

6.1.2. 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 Mount Joy Township and municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Subsection 6.1.2 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 6.1.2, 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 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.

6.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Common Elements and Units not improved with buildings for the purpose of constructing, maintaining, replacing and correcting 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 6.1.3 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.

6.1.4. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to grant, sell and convey easements for the purpose of benefiting any tract of land adjacent to or near the Property. Without limiting the generality of the preceding sentence, the Declarant may subject the Property to storm water and detention pond easements to be used by or jointly with adjoining properties.

6.1.5. Declarant's Easement for Development of Convertible, Withdrawable and Additional Real Estate. The Declarant reserves an easement on, over and under the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible, Withdrawable and Additional Real Estate. 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 easement 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.

6.1.6. Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the Property, the Declarant reserves unto himself, his agents, employees and contractors, the right to enter onto the unimproved portions of any Unit within the Community as may reasonably be 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 a Unit Owner's use of his or her Unit and shall promptly repair any damage to a Unit resulting from the Declarant's exercise of the rights he has pursuant to this Article.

6.1.7. 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 Declarant 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.

6.1.8. Access Easement. Each Unit in the Community is subject to an easement permitting the Association or its designated agents to enter upon the exterior of the Unit for any or all of the purposes, and subject to the limitations, described in Section 5.6 hereof.

6.1.9. NIDMA Easement. The Association 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.

ARTICLE VII

USE RESTRICTIONS

Section 7.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant, 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:

7.1.1. Permitted Use. The buildings in the Community (with the exception of any Units during the time period when they are being used by the Declarant or the Builder as a sample, model or sales office) are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, Units may also be used for accessory uses that 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.

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

7.1.3. 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 or its designee), which he intends to have preserved for the maintenance of overall appearance and continuing value of the Units within the Community. To accomplish this intention, the following requirements are created and imposed:

(a) Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, the exterior structural appearance and architectural style of all exposed portions (front, rear, sides) of all Dwelling Units shall not be altered in any way that would result in the modification of appearance of such Dwelling Units as first constructed.

(b) Except as otherwise approved by Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, exterior masonry

elements of all such exposed portions of all Dwelling Units shall remain as first constructed and shall not be painted, covered, enclosed or otherwise obstructed or modified in appearance.

(c) Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof: (i) the exterior colors of all such exposed portions, roofs and doorways of all Dwelling Units shall remain the same as originally installed, including, but not limited to the color of walls, roof shingles, trim materials, doors, windows, shutters, garage doors 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.

7.1.4. Condition. Each Unit Owner shall be solely responsible for maintaining the interior of such Unit. Each Unit Owner and the Association shall together be responsible for maintaining the exterior of such Unit in a clean, sanitary and attractive condition, in accordance with the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws.

7.1.5. Landscaping. Each Unit Owner and the Association together shall be responsible for maintaining the exterior grounds of such Unit, including any landscaping, in a clean, sanitary and attractive condition, in accordance with the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws.

7.1.6. Materials. Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 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.

7.1.7. Signs. No sign or billboard of any kind shall be displayed to the public view on any Unit, except for directional signs established by the Declarant or the Builder, or signs used by the Declarant, the Builder, their successors in title or assigns, 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 in the Rules and Regulations.

7.1.8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be constructed or used on any Unit at any time as a residence or storage facility, either temporarily or permanently. No motorhome, truck (except for pickup trucks up to one and one half ton size), trailer, camper, boat or similar equipment shall be permitted to remain upon any street within the Community or upon any Unit unless placed or maintained within an enclosed garage, except as permitted by the Rules and Regulations. Notwithstanding the provisions of this Subsection 7.1.8, the Declarant and the owner of any unimproved Unit (including, without limitation, Builder) may construct and maintain on any Unit temporary buildings, structures and vehicles used for construction and administration purposes for use in connection with the initial construction of improvements on any portion of the Units. The Declarant and (pursuant to certain agreements between the Declarant and the Builder) the Builder may

also construct, operate and maintain sales, rental offices and model homes in the Dwellings, in connection with its continuing sales and rental programs.

7.1.9. Satellite Dishes; Antennas. Each Unit Owner may install and maintain on his Unit satellite dishes or other facilities for the receipt of radio or television broadcasts. The location of such installations must be unobtrusive, provided reception is of adequate quality in such location. Unit Owners may not install such facilities on or over the Common Elements or any other Unit not within the exclusive use or control of the Unit Owner. The Executive Board, in its sole discretion, may require a Unit Owner to paint or screen any such installation, provided, however, that the cost of such painting or screening shall be paid by the Association, and provided further that the painting or screening does not invalidate any manufacturer's warranty relating to such installation.

7.1.10. Fences. Fences may be constructed by Unit Owners, subject to the approval of the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, and further provided that they conform to the architectural style of the Dwellings in the Community. No chain-link, stockade or similar fences shall be permitted.

7.1.11. 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.

7.1.12. Swimming Pools. In-ground swimming pools, hot tubs and customary accessory structures may be installed by Unit Owners, subject to the approval of the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof. Unit Owners shall be 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.

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

7.1.14. Use of Streets. All streets within the Community are intended only for vehicular transportation and pedestrian travel of the owners, occupants and their invitees. Streets are not to be used as playgrounds, and the use thereof is prohibited.

7.1.15. 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 consent of the Association. Nothing may be done on the Common Elements that would in any way interfere with the use and enjoyment of any Unit Owners within the Community. The Association may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

7.1.16. Limitations on Application of Restrictions. The restrictions set forth herein shall not apply to the Declarant, the Declarant's agents or employees, the Builder or any other approved builder or builders, during the course of construction of improvements on the Units or any portion thereof to the extent that the restrictions would interfere with such construction.

7.1.17. Laws and Ordinances. Each Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to the use, occupancy, construction and maintenance of any Unit.

7.1.18. Drainage. Each Owner hereby covenants and agrees for himself, his heirs, assigns, vendees and successors in interest that he will refrain from interference with the established drainage pattern over his Unit from adjoining or other Units, and that he will make adequate provision for proper drainage from any such other Unit in the event the established drainage over his Unit is changed or altered. For the purpose hereof, "established drainage" is defined as the drainage which will occur at the time the overall grading of the lots, including the landscaping of each lot, is completed.

7.1.19. Subdivision. Subject to the provisions of Section 2.3 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 7.1.19 shall be null and void and of no effect. Notwithstanding the foregoing, the Declarant may subdivide Units owned by the Declarant in accordance with Section 5215 of the Act.

7.1.20. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current 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 7.2. Restriction on Exterior Modifications to Certain Units. In order to preserve the overall character and continuing value of the PGC as a whole, the following restrictions, which are in addition to any other limitations or restrictions imposed by Sections 4.1 and Article VII hereof, are imposed on Dwelling Units that face the Golf Course or Clubhouse Drive ("Golf Course Units"). Dwelling Units subject to the restriction imposed by this Section 7.2 are listed on Exhibit H attached hereto.

7.2.1. Any modification of the exterior structural appearance or architectural style of any exposed portion of any Golf Course Unit shall be subject to the unanimous approval of the Golf Course Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, the Association and the Master Association.

7.2.2. Any change to the exterior colors of any exposed portion of the Golf Course Unit, including roofs and doorways, shall be subject to the unanimous approval of the Golf Course Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, the Association and the Master Association.

7.2.3. The restrictions on materials imposed by Subsection 7.1.6 hereof shall also apply to the rear and side yards of Golf Course Units. A Unit Owner may submit to the Golf Course Owner a written request for a waiver of the restrictions imposed by Subsection 7.1.6 as they relate to side and rear yards, approval of which shall be decided unanimously by the Golf Course Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, the Association and the Master Association.

Section 7.3. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 7.1. The Executive Board shall submit all requests for waivers of the restrictions imposed by Subsections 7.1.3, 7.1.5, 7.1.6, 7.1.10 and 7.1.12 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 requests. All other such requests may be decided by the Executive Board without prior submission of the request to the Architectural Review Committee. 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.

Section 7.4. Alterations and Improvements. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit which shall have been approved by the Executive Board shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or any of its members 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 incurred for such additions, alterations and improvements to a Unit shall be the responsibility of the Unit Owner.

ARTICLE VIII

LEASING

Section 8.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

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

8.1.2. No lease or rental agreement shall be for a 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.

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

8.1.4. 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 to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;

8.1.5. 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;

8.1.6. 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;

8.1.7. A copy of such lease or rental agreement and a copy of the receipt referred to in Subsection 8.1.4 shall be furnished to the Executive Board within ten (10) days after execution of the lease;

8.1.8. A Unit Owner leasing his Unit shall provide his then current mailing address to the Executive Board, if at a location other than his Unit; and

8.1.9. 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 8.2. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant.

ARTICLE IX

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 9.1. Definition of Common Expenses. Common Expenses shall include:

9.1.1. Expenses of administration, maintenance, and repair or replacement of the Common Elements, subject to the provisions of Section 9.2 hereof;

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

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

9.1.4. 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 9.2. Apportionment of Common Expenses.

9.2.1. Subject to the terms of this Subsection 9.2, and except as provided in Section 9.3, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interests as shown on Exhibit B attached hereto. In the event that the Community is merged or consolidated with one or more additional planned communities, as described in Subsection 18.3.1 hereof, the Allocated Interests and allocation of Common Expenses shall be modified as described in Subsection 18.3.2 hereof.

9.2.2. Notwithstanding Subsection 9.2.1 hereof, until a Dwelling Unit is completed, a Unit Owner shall be entitled to pay a reduced assessment for Common Expenses. That reduced assessment shall be an amount equal to the projected Common Expense assessment for the Dwelling Units, less those items not benefiting the Unimproved Units such as property insurance, replacement reserves and other maintenance of the Dwelling Units. The owners of the Unimproved Units shall pay their proportionate share of the assessments for Common Expenses for such items as Common Element landscaping, snow plowing, liability insurance, property management, professional auditing, etc. The Owners of Dwelling Units shall pay assessments for Limited Common Expenses in accordance with Subsection 9.3.1 for those budget items benefiting the Dwelling Units.

9.2.3. From the First Settlement until the fourth anniversary thereof, the combined monthly Common Expense and Common Infrastructure Expense assessments levied against Unit Owners by the Association and the Master Association, respectively, shall be subject to a cap. From the First Settlement until midnight on the first anniversary thereof, the cap shall be One Hundred Fifty Dollars (\$150.00), excluding annual assessments relating to the operation and Maintenance of the Community Amenities. At midnight on the first anniversary of the First Settlement and each anniversary thereafter until the third anniversary, the cap shall be increased by three percent (3%). Therefore, the cap shall be One Hundred Fifty Four Dollars Fifty Cents (\$154.50) from midnight on the first anniversary of the First Settlement until the midnight on the second anniversary thereof; One Hundred Fifty Nine Dollars Fourteen Cents (\$159.14) from the midnight on the second anniversary of the First Settlement until the midnight on the third anniversary thereof; and One Hundred Sixty Three Dollars Ninety One Cents (\$163.91) from midnight on the third anniversary of the First Settlement until the midnight on the fourth anniversary thereof. Notwithstanding the foregoing, any increase in the cost of Common Expense or Common Infrastructure Expense items caused by act of God or public enemy, war, insurrection, natural disaster, or other force majeure events, including any increase in the annual premium for insurance required to be maintained by Section 5312 of the Act or Section 3312 of the Condominium Act of greater than one hundred percent (100%), shall not be subject to the aforementioned cap.

Section 9.3. Special Allocations of Expenses as Limited Common Expenses.

9.3.1. Any Common Expense benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

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

9.3.3. 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.

9.3.4. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, the Association may, after Notice and Hearing, assess that expense exclusively against his or her Unit.

9.3.5. Fees, including attorneys' fees, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community Documents and the Act are enforceable as Limited Common Expense assessments.

Section 9.4. Lien.

9.4.1. 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 delinquent. Fees, including attorneys' fees, late charges, recording fees, fines and interest charged pursuant to the Act and the Community Documents are enforceable as assessments under this Section 9.4. 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.

9.4.2. 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.

9.4.3. 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 9.4 is required.

9.4.4. 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 9.4 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.

9.4.5. This Section 9.4 does not (a) prohibit actions to recover sums for which Subsection 9.4.1. creates a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

9.4.6. A judgment or decree in any action brought under this Section 9.4 shall include costs and reasonable attorney's fees for the prevailing party.

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

9.4.8. 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 the assessments which are prior to that Security Interest in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all the Unit Owners, including the purchaser.

9.4.9. Any payments received by the Association in the discharge of a Unit Owner's obligation may, at the Association's discretion, be applied to the oldest balance due.

9.4.10. 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 9.5. Budget Adoption. 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 notice of any capital expenditure approved by the Executive Board to all the 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 the approval, the budget or capital expenditure is 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 9.5 and Section 5303(b) of the Act.

Section 9.6. 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 9.3 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 9.5 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 9.7. Certificate of Payment of Common Expense Assessments. On 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 or her Unit pursuant

to Section 5313 of the Act. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

Section 9.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 9.2 and 9.3 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 9.9. 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 or her 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 9.10. Commencement of Common Expense Assessments. Common 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 Expense assessments until a date later than the First Settlement, provided that he shall be solely responsible for all Association expenses prior to such commencement.

Section 9.11. 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 he or she agrees to assume the obligation.

Section 9.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the 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 9.13. Working Capital Fund. Commencing upon the First Settlement and thereafter at the closing with respect to each Initial Third Party Purchaser, the Association shall collect from each 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 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 proper Master Association purposes. The foregoing sentence shall not apply to the conveyance of Unimproved Units to the 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 9.14. 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, shall 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.

Section 9.15. Association Records. During the period of the Declarant control, 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 the Builder, of his Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 9.7 of the Declaration and Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

ARTICLE X

(Reserved)

ARTICLE XI

DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS

Section 11.1. Control.

11.1.1. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earlier 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 the 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.

11.1.2. Upon the expiration of the period of Declarant control described in Subsection 11.1.1 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.

11.1.3. Notwithstanding the terms of Subsections 11.1.1 and 11.1.2 above, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board shall be elected by Unit Owners other than the Declarant.

11.1.4. Within sixty (60) days of the termination of the period of Declarant control, 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.

11.1.5. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 11.1.2 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 11.2. Special Declarant Rights. The Declarant reserves unto himself all Special Declarant Rights as defined in the Act. These Special Declarant Rights include, inter alia, 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 XII

LIMITATION OF LIABILITY

Section 12.1. 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:

12.1.1. the Executive Board; or

12.1.2. 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 12.2. Indemnification of Members of the Executive Board and Officers of the Association.

12.2.1. 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.

12.2.2. 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.

12.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 12.2.1 and 12.2.2 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.

12.2.4. 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 12.2 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.

12.2.5. 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 XIII

INSURANCE

Section 13.1. 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 13.2 and 13.3 and in accordance with the provisions of Section 5312 of the Act. 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.

Section 13.2. Property Insurance. The Association shall obtain and maintain all property insurance required to be maintained by the Association by Section 5312 of the Act.

Section 13.3. 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 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 13.4. 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 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 One Million Dollars (\$1,000,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board.

Section 13.5. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

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

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

13.5.3. 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.

13.5.4. 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 policy, the Association's policy provides primary insurance.

13.5.5. 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 13.6. Fidelity Bonds. The Association may maintain a blanket fidelity bond 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 months' Common Expense assessments plus reserve funds. 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 13.7. Workmen's Compensation Insurance. The Executive Board shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

Section 13.8. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 12.2 hereof, if and to the extent available at a reasonable cost.

Section 13.9. Other Insurance. The Association may carry other insurance that the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 13.10. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Association shall be a Common Expense.

ARTICLE XIV

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 14.1. Unit Owner's Duty to Restore. Any portion of the Property 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.

Section 14.2. Association's Duty to Restore. Any portion of the Property 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.

14.2.1. 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 Association by Section 5312 of the Act or this Declaration shall be a Common Expense.

14.2.2. Plans. The Property 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 Mount Joy Township, following receipt of a recommendation from the Architectural Review Committee.

14.2.3. 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.

14.2.4. 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 Property, 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 Property has been completely repaired or restored, or the Community is terminated.

14.2.5. 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 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.

14.2.6. 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 Property 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 XV

AMENDMENTS TO DECLARATION

Section 15.1. 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 XX, XXI or XXII of this Declaration, or by the Association pursuant to Section 15.6 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 15.2. 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 15.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and is effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 15.4. 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 15.5. Special Declarant Rights. Provisions in this Declaration or in the Act creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 15.6. Corrective Amendments. If any amendment is necessary 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, 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 Property, 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 15.6.

ARTICLE XVI

AMENDMENTS TO BYLAWS

Section 16.1. 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 15.6 hereof.

ARTICLE XVII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 17.1. 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 17.2. 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. 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 17.3. 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 XVIII

POWERS OF THE ASSOCIATION

Section 18.1. 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.

Section 18.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.2.1 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 made subject to the provisions of 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 Master 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.

18.2.1. 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 planned community or condominium associations, provided such planned community or condominium is located within the boundaries of the PGC Property. There are no other limitations on this right to delegate powers of the Association to a master association, except as provided in Subsection 18.2.2 hereof.

18.2.2. Initial Responsibilities. Notwithstanding any provision of Section 18.2 or Subsection 18.2.1 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 Courtyards 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 18.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.3.1 hereof, the Association shall have the power to merge or consolidate the Community with one or more other planned communities or condominiums 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 or condominiums are all located within the boundaries of the PGC Property, including any expansion thereof pursuant to Article XXII hereof.

18.3.1. 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 or condominiums 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, and the Additional Real Estate as described in Exhibit F attached hereto. There are no other limitations on this right to merge or consolidate the Community with other planned communities or condominiums.

18.3.2. Restrictions. The buildings and the Units that are part of other PGC Communities merged or consolidated with the Community must be compatible (but not necessarily the same) in terms of architectural style, quality of construction, and materials with 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 planned communities or condominiums, 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 planned communities or condominiums within the boundaries of the PGC Property prior to obtaining final township 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 planned

communities or condominiums. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional planned communities or condominiums. 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 or condominiums as described in Subsection 18.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) converting a fraction to a decimal, 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 fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof. In the event that the Declarant does not merge or consolidate the other planned communities or condominiums with the Community, the assurances contained in this Section 18.3 shall not apply in any way to the other planned communities or condominiums or any portion thereof.

Section 18.4. Conveyance or Encumbrance of the Common Elements. Provided that Unit Owners entitled to cast at least eighty percent (80%) of the votes in Association, including at least eighty percent (80%) of the affirmative votes allocated to Units not owned by the Declarant or the Builder, agree, 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 18.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 18.1 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. 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. 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 XIX

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

Section 19.1. Community Amenities. The Declarant shall construct on the PGC Property 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 upon which the Community Amenities are located, in fee simple, to the Master Association.

19.1.1. 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 and maintaining 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 of Three Thousand Dollars (\$3,000.00) 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 19.1.4 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. The Declarant shall begin construction of the Community Amenities no later than the closing date of the eightieth (80th) Dwelling Unit sale, 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 such Unit or otherwise. Notwithstanding the foregoing sentence, if the Declarant shall determine that the Community Amenities are not to be built because it believes, on the basis of the best available information, that fewer than eighty (80) Dwelling Units in the 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 there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

19.1.2. 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.

19.1.3. Use by Golf Course Members and the Public. The Declarant reserves the right to permit use of the Community Amenities by members of the Golf Course, subject to (i) payment 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. The Declarant further reserves the right to permit use of the Community Amenities by members of the public, subject, however, to (i) payment 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. 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 shall not be permitted to cause the Master Association to lose its "Homeowners Association" status within the meaning of the Internal Revenue Code.

19.1.4. 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 Community Amenities are opened for use 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 shall be a Common Infrastructure Expense and shall be payable in monthly installments added to the other 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.

19.1.5. 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 19.4 hereof, the Declarant may also use the proceeds from NID Bonds to defray such construction costs. Notwithstanding the foregoing, the portion of the PGC Trails on the tract of land designated on the Plats and Plans as "The Retreat" is expected to be constructed at the cost of the owner of the Hotel/Conference Center. 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 Property (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 OSRA is expected to be

constructed at the same time as the Community Amenities. In any event, construction of the OSRA shall be commenced no later than completion of the 80th Unit and completed no later than ten (10) months thereafter. 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 19.2. 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 Property or 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. Unless and until a separate Community meeting facility is constructed, Unit Owners and the Association shall have the right to use meeting rooms in the Golf Course clubhouse, subject to the Rules and Regulations and such reasonable rules and regulations as the Golf Course Owner shall establish from time to time.

Section 19.3. Hotel/Conference Center; Time Share Units. The Declarant presently intends to build on a portion of the PGC Property, identified on the Plats and Plans as "The Retreat", a hotel and conference center ("Hotel/Conference Center"). 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 is also expected to contain conference and meeting facilities. It 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 19.4. Neighborhood Improvement District.

19.4.1. Financing; Assessments. It is presently anticipated that the public improvements built on the Common Elements will be financed by Mount Joy Township through the creation of an Assessment District under the NID Act, which authorizes Mount Joy Township to issue municipal bonds ("NID Bonds") 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 intended to be 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 the 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. At the time the Assessment District is created, the Township will also create a NIDMA to administer the Assessment District and take title to the public improvements located therein.

19.4.2. NIDMA Facilities. The public improvements may include, but are not limited to, the interior streets (including reconstruction of Clubhouse Drive), paved courtyards, emergency access driveways, street lighting, and landscaping within the Community; and storm water management facilities, a system of walking trails, a recreation area, 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 an Assessment District is not created or 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 is expected to 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 Courtyards Unit by the Association, and (ii) monthly Common Infrastructure Expense assessments levied against each Unit in the PGC by the Master Association.

19.4.3. Ownership of NIDMA Facilities in the Community. If an Assessment District is created, 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 with respect to 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 NID Bonds issued by Mount Joy Township, 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 the NID Bonds, ownership of the NIDMA Facilities shall revert automatically to the Association, except, however, that ownership of the improvements to Mason Dixon Road shall revert to PennDOT.

19.4.4. Ownership of Other NIDMA Facilities. If an Assessment District is created, 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.

19.4.5. 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.

19.4.6. 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 NIDMA's ownership of the NIDMA Facilities.

Section 19.5. Public Water and Sewer System. The PGC, including the Community, will be served by a public water and sewer system ("System") consisting of wells, water storage, treatment and supply facilities, water and sewer lines, fire hydrants and wastewater pumping and treatment facilities.

19.5.1. Construction, Operation and Maintenance. It is presently anticipated that the Declarant will enter into agreements with the Pennsylvania Suburban Water Co. and/or affiliates thereof ("PSWC") providing for the operation of the System (the "Water and Sewer Agreements"). Pursuant to the Water and Sewer Agreements, the Declarant will construct the wastewater pumping and treatment facilities, one (1) well, and all water and sewer lines serving the PGC Communities, the Golf Course and the Hotel/Conference Center (the "Phase I Facilities"). Upon completion of construction, the Declarant will convey the Phase I Facilities to the PSWC, which will immediately begin operating the facilities. Also pursuant to the Water and Sewer Agreements, PSWC will construct supplemental water storage facilities, including a water tank or tower, and one (1) well (the "Phase II Facilities"). However, in the event that the Declarant and PSWC do not enter into the Water and Sewer Agreements, the Declarant shall be responsible for the construction of the Phase II Facilities. PSWC will be responsible for ongoing operation and Maintenance of the System; however, the Declarant will warrant the Phase I Facilities for two years following conveyance to PSWC. 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.

19.5.2. Regulation; Service. PSWC is a public water utility company regulated by the Pennsylvania Public Utility Commission ("PUC"). Rates charged to System customers are subject to PUC regulation. Billing and service will be provided directly by PSWC. For the five year period beginning on the date of the Water and Sewer Agreements, the System will serve the PGC exclusively; thereafter, it may be extended to serve other developments by mutual agreement of the Declarant and PSWC.

ARTICLE XX

CONVERTIBLE REAL ESTATE

Section 20.1. 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 or holder or insurer of any Security Interest in any Unit. 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; provided, however, that the Convertible Real Estate shall not exceed the area(s) described as such on Exhibit D attached hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 20.2. Assurances. If the Convertible Real Estate is converted, the Units on the Convertible Real Estate 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, 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 two hundred (200) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use substantially to the same extent as all other Units. Any buildings to be constructed within the Convertible Real Estate and Units therein shall be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate, 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). 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 in the Convertible Real Estate and the Property shall be recalculated as required by Sections 2.1 and 9.2 hereof.

ARTICLE XXI

WITHDRAWABLE REAL ESTATE

Section 21.1. 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 or holder or insurer of any Security Interest in any Unit. 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; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on Exhibit E attached hereto. 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. In the event that the Declarant shall withdraw 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.

Section 21.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Property in accordance with the provisions of this Declaration, the following reciprocal easements 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 Property, on the other hand:

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

21.2.2. The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Property, 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;

21.2.3. The right to use and gain access to existing utility facilities located on the Property, 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;

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

Prior to withdrawing Withdrawable Real Estate, the Declarant shall execute and record a Declaration of Reciprocal Easements creating the rights above, subject, inter alia, to the following conditions:

21.2.5. 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;

21.2.6. Any party exercising the easement right to install utility facilities over, under or through the 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 Property by the owners and occupants thereof;

21.2.7. The party exercising such easement right, at its sole cost, shall promptly restore the Property to its original condition;

21.2.8. 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.

21.2.9. The party exercising any easement right shall indemnify and hold harmless all other owners within the 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.

Section 21.3. Assessment District Unaffected. A withdrawal of Withdrawable Real Estate pursuant to the right reserved by the Declarant in Section 21.1 hereof shall not affect the boundaries of the Assessment District, and any such real estate withdrawn shall remain part of the Assessment District.

ARTICLE XXII

OPTION TO EXPAND THE COMMUNITY

Section 22.1. 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 or holder or insurer of any Security Interest in any Unit. 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 shall be added as Convertible and Withdrawable Real Estate subject to all of the provisions of Articles XX and XXI, inter alia, of this Declaration.

Section 22.2. 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 six hundred (600) Units, which are hereby restricted to residential use substantially to the same extent as all other Units. Notwithstanding the foregoing, 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 compatible (but not necessarily the same) in quality of construction, materials and architectural style with the Units in the Property. 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 Property shall be recalculated as required by Sections 2.1 and 9.2 hereof. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate or any portion thereof.

ARTICLE XXIII

TERMINATION OF THE COMMUNITY

Section 23.1. 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, including at least eighty percent (80%) of the affirmative votes allocated to Units not owned by the Declarant or the Builder.

ARTICLE XXIV

INTERPRETATION

Section 24.1. 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 XV

SEVERABILITY

Section 25.1. 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 XXVI

EFFECTIVE DATE

Section 26.1. Effective Date. This Declaration shall become effective on the date on which it is recorded (the "Effective Date").

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has
duly executed this Declaration, as of this _____ day of _____, 2003.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By: Patricia A. Kennedy
Title: Secretary

By: Richard A. Klein
Title: Managing Member

ATTEST:

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

By: _____
Title: _____

By: Richard A. Klein
Title: Managing Member

CONSENT

On this _____ day of _____, 2003, The Gettysburg Community, LLC, a Maryland limited liability company ("Builder"), has executed this Consent to the Declaration of Covenants and Restrictions for The Courtyards 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 the Builder as a consenting party to the Declaration and as a purchaser of Units.

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

ATTEST:

THE GETTYSBURG COMMUNITY, LLC:

By: _____

By: _____

Title: _____

Title: General Manager

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

:
: SS:
:

On this, the _____ day of _____, 2003, 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 purposes therein contained as Managing Member of said limited liability company.

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

Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:
:
:

SS:

COUNTY OF ADAMS

On this, the _____ day of _____, 2003, 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 limited liability company.

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 _____ day of _____, 2003, before me, a Notary Public, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of The Gettysburg Community, LLC, a Maryland limited liability company, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained as _____ of said limited liability company.

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

Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

BATTERY RIDGE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 1 of 4) and identified therein as "Battery Ridge", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (SR 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 the following three (3) courses and distances: (1) South 54 degrees 43 minutes 10 seconds East a distance of 298.00 feet; (2) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 54 degrees 59 minutes 19 seconds East, an arc distance of 14.63 feet; and (3) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 67 degrees 01 minute 44 seconds East, an arc distance of 640.17 feet to a point; thence leaving the right of way line of Mason Dixon Road aforementioned South 11 degrees 11 minutes 59 seconds West a distance of 120.89 feet to a point within Lousy Run as shown on the Plan; thence South 56 degrees 42 minutes 19 seconds West a distance of 305.41 feet to a point; thence South 57 degrees 49 minutes 13 seconds West a distance of 214.89 feet to a point; thence South 77 degrees 12 minutes 27 seconds West a distance of 286.99 feet to a point; thence North 48 degrees 01 minute 48 seconds West a distance of 170.22 feet to a point; thence North 09 degrees 47 minutes 29 seconds West a distance of 202.72 feet to a point; thence North 00 degrees 30 minutes 53 seconds West a distance of 288.90 feet to a point; thence North 12 degrees 21 minutes 36 seconds East a distance of 297.23 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.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

LOOKOUT

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 2 of 4) and identified therein as "Lookout", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being at the westernmost corner of the herein described parcel; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 250.00 feet to a point; thence North 43 degrees 49 minutes 10 seconds East a distance of 773.87 feet to a point; thence North 64 degrees 33 minutes 26 seconds East a distance of 255.53 feet to a point; thence South 24 degrees 52 minutes 21 seconds East a distance of 104.07 feet to a point; thence South 26 degrees 34 minutes 44 seconds East a distance of 71.02 feet to a point; thence South 10 degrees 35 minutes 38 seconds East a distance of 49.36 feet to a point on the northern line of Clubhouse Drive (private street); thence continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 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 North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

ROUND TOP

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 3 of 4) and identified therein as "Round Top", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being the southernmost corner of the herein described parcel; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) by a

curve to the left having a radius of 454.34 feet and a chord bearing of North 66 degrees 56 minutes 01 second West an arc distance of 188.20 feet; and (2) by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 68 degrees 23 minutes 00 seconds West an arc distance of 548.32 feet to a point on the eastern line of Clubhouse Drive (private street); thence continuing along the eastern line of Clubhouse Drive the following eight (8) courses and distances: (1) North 32 degrees 02 minutes 00 seconds East a distance of 20.00 feet; (2) by a curve to the right having a radius of 1,487.96 feet and a chord bearing of North 57 degrees 06 minutes 01 second West, an arc distance of 45.00 feet; (3) North 05 degrees 36 minutes 23 seconds West a distance of 45.65 feet; (4) North 44 degrees 27 minutes 13 seconds East a distance of 100.46 feet; (5) by a curve to the left having a radius of 1,230 feet and a chord bearing of North 39 degrees 03 minutes 15 seconds East, an arc distance of 231.82 feet; (6) North 33 degrees 39 minutes 18 seconds East a distance of 340.48 feet; (7) by a curve to the right having a radius of 1,320.00 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 213.83 feet; and (8) by a curve to the right having a radius of 245.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 155.95 feet to a point; thence North 79 degrees 24 minutes 22 seconds East a distance of 40.00 feet to a point; thence South 27 degrees 25 minutes 28 seconds East a distance of 23.02 feet to a point; thence North 89 degrees 57 minutes 32 seconds East a distance of 282.65 feet to a point; thence South 00 degrees 02 minutes 28 seconds East a distance of 718.67 feet to a point; thence South 89 degrees 57 minutes 31 seconds West a distance of 251.76 feet to a point; thence South 19 degrees 54 minutes 46 seconds West a distance of 77.98 feet; thence South 10 degrees 02 minutes 41 seconds East a distance of 250.85 feet to a point within Lousy Run; thence continuing within Lousy Run South 34 degrees 55 minutes 59 seconds West a distance of 104.07 feet to a point on the northern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

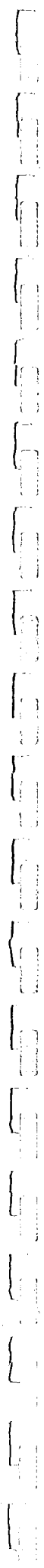


EXHIBIT B

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

Unit Number	Allocated Interest	Number of Votes
1	14.28	1
2	14.28	1
3	14.28	1
4	14.28	1
13	14.28	1
14	14.28	1
15	14.28	1
TOTAL (7 Units)	99.96	7

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EXHIBIT C

PLATS AND PLANS

The Plats and Plans for The Courtyards At The Links At Gettysburg, A Planned Community, consisting of _____ () pages dated _____, 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.

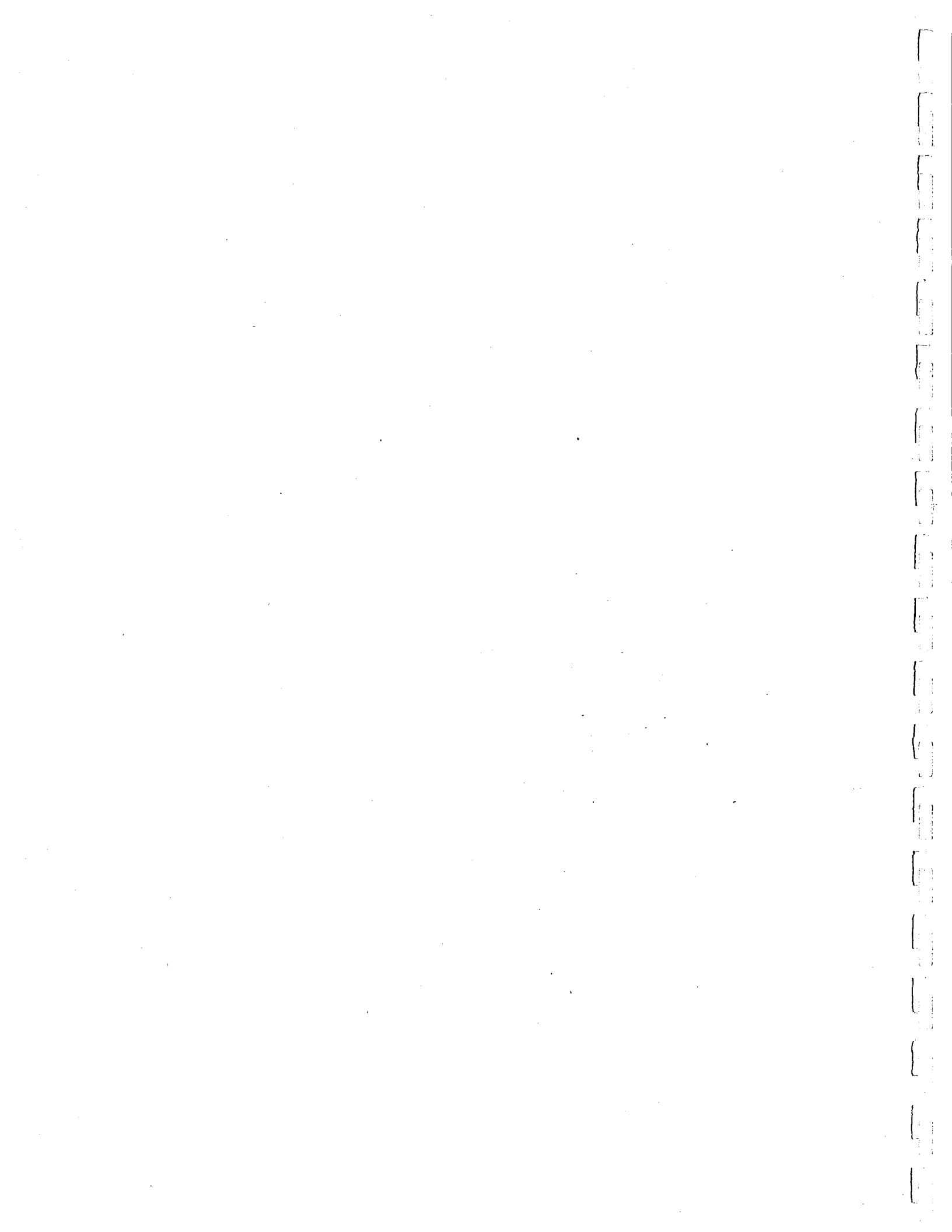


EXHIBIT D

LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE

ALL THAT CERTAIN parcel or tract of land situate in Mount Joy Township, Adams County, Pennsylvania more particularly bounded and described on Exhibit A to this Declaration, excepting thereout and therefrom the following tract of land:

BATTERY RIDGE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 1 of 4) and identified therein as "Battery Ridge", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (SR 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 the following three (3) courses and distances: (1) South 54 degrees 43 minutes 10 seconds East a distance of 298.00 feet; (2) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 54 degrees 59 minutes 19 seconds East, an arc distance of 14.63 feet; and (3) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 67 degrees 01 minute 44 seconds East, an arc distance of 640.17 feet to a point; thence leaving the right of way line of Mason Dixon Road aforementioned South 11 degrees 11 minutes 59 seconds West a distance of 120.89 feet to a point within Lousy Run as shown on the Plan; thence South 56 degrees 42 minutes 19 seconds West a distance of 305.41 feet to a point; thence South 57 degrees 49 minutes 13 seconds West a distance of 214.89 feet to a point; thence South 77 degrees 12 minutes 27 seconds West a distance of 286.99 feet to a point; thence North 48 degrees 01 minute 48 seconds West a distance of 170.22 feet to a point; thence North 09 degrees 47 minutes 29 seconds West a distance of 202.72 feet to a point; thence North 00 degrees 30 minutes 53 seconds West a distance of 288.90 feet to a point; thence North 12 degrees 21 minutes 36 seconds East a distance of 297.23 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.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

LESS AND RESERVING from the above described property the following:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (SR 3002) (50 feet wide) which point is South 54 degrees 43 minutes 10 seconds East of the northernmost corner of Battery Ridge; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) South 54 degrees 43 minutes 10 seconds East a distance of 85.19 feet; and (2) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 54 degrees 59 minutes 19 seconds East, an arc distance of 14.63 feet to a point at corner of Convertible Real Estate located within the aforementioned

Battery Ridge; thence continuing along the Convertible Real Estate the following twenty-two (22) courses and distances:

- (1) South 83 degrees 13 minutes 24 seconds West a distance of 35.76 feet;
- (2) South 35 degrees 16 minutes 50 seconds West a distance of 31.37 feet;
- (3) South 54 degrees 59 minutes 04 seconds East a distance of 80.79 feet;
- (4) South 38 degrees 02 minutes 07 seconds West a distance of 94.91 feet;
- (5) South 20 degrees 00 minutes 56 seconds West a distance of 90.31 feet;
- (6) South 65 degrees 24 minutes 06 seconds East a distance of 31.29 feet;
- (7) South 17 degrees 49 minutes 28 seconds West a distance of 84.33 feet;
- (8) South 72 degrees 10 minutes 32 seconds East a distance of 393.96 feet;
- (9) South 17 degrees 49 minutes 28 seconds West a distance of 39.00 feet;
- (10) North 72 degrees 10 minutes 32 seconds West a distance of 66.59 feet;
- (11) North 75 degrees 38 minutes 01 second West a distance of 82.90 feet;
- (12) North 72 degrees 10 minutes 32 seconds West a distance of 179.65 feet;
- (13) South 73 degrees 41 minutes 08 seconds West a distance of 158.77 feet;
- (14) North 16 degrees 18 minutes 52 seconds West a distance of 83.63 feet;
- (15) North 00 degrees 30 minutes 53 seconds West a distance of 29.50 feet;
- (16) South 89 degrees 29 minutes 07 seconds West a distance of 88.50 feet;
- (17) North 00 degrees 30 minutes 53 seconds West a distance of 206.04 feet;
- (18) North 14 degrees 07 minutes 37 seconds East a distance of 125.64 feet;
- (19) North 35 degrees 16 minutes 50 seconds East a distance of 94.75 feet;
- (20) South 54 degrees 43 minutes 10 seconds East a distance of 129.83 feet;
- (21) North 35 degrees 16 minutes 53 seconds East a distance of 31.09 feet; and
- (22) North 02 degrees 54 minutes 19 seconds East a distance of 28.53 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.

BEING Phase 1A-1 of The Courtyards At The Links At Gettysburg, A Planned Community.

LOOKOUT

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 2 of 4) and identified therein as "Lookout", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being at the westernmost corner of the herein described parcel; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 250.00 feet to a point; thence North 43 degrees 49 minutes 10 seconds East a distance of 773.87 feet to a point; thence North 64 degrees 33 minutes 26 seconds East a distance of 255.53 feet to a point; thence South 24 degrees 52 minutes 21 seconds East a distance of 104.07 feet to a point; thence South 26 degrees 34 minutes 44 seconds East a distance of 71.02 feet to a point; thence South 10 degrees 35 minutes 38 seconds East a distance of 49.36 feet to a point on the northern line of Clubhouse Drive (private street); thence

continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 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 North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

ROUND TOP

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 3 of 4) and identified therein as "Round Top", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being the southernmost corner of the herein described parcel; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) by a curve to the left having a radius of 454.34 feet and a chord bearing of North 66 degrees 56 minutes 01 second West an arc distance of 188.20 feet; and (2) by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 68 degrees 23 minutes 00 seconds West an arc distance of 548.32 feet to a point on the eastern line of Clubhouse Drive (private street); thence continuing along the eastern line of Clubhouse Drive the following eight (8) courses and distances: (1) North 32 degrees 02 minutes 00 seconds East a distance of 20.00 feet; (2) by a curve to the right having a radius of 1,487.96 feet and a chord bearing of North 57 degrees 06 minutes 01 second West, an arc distance of 45.00 feet; (3) North 05 degrees 36 minutes 23 seconds West a distance of 45.65 feet; (4) North 44 degrees 27 minutes 13 seconds East a distance of 100.46 feet; (5) by a curve to the left having a radius of 1,230 feet and a chord bearing of North 39 degrees 03 minutes 15 seconds East, an arc distance of 231.82 feet; (6) North 33 degrees 39 minutes 18 seconds East a distance of 340.48 feet; (7) by a curve to the right having a radius of 1,320.00 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 213.83 feet; and (8) by a curve to the right having a radius of 245.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 155.95 feet to a point; thence North 79 degrees 24 minutes 22 seconds East a distance of 40.00 feet to a point; thence South 27 degrees 25 minutes 28 seconds East a distance of 23.02 feet to a point; thence North 89 degrees 57 minutes 32 seconds East a distance of 282.65 feet to a

point; thence South 00 degrees 02 minutes 28 seconds East a distance of 718.67 feet to a point; thence South 89 degrees 57 minutes 31 seconds West a distance of 251.76 feet to a point; thence South 19 degrees 54 minutes 46 seconds West a distance of 77.98 feet; thence South 10 degrees 02 minutes 41 seconds East a distance of 250.85 feet to a point within Lousy Run; thence continuing within Lousy Run South 34 degrees 55 minutes 59 seconds West a distance of 104.07 feet to a point on the northern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

EXHIBIT E

LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

LOOKOUT

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 2 of 4) and identified therein as "Lookout", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being at the westernmost corner of the herein described parcel; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 250.00 feet to a point; thence North 43 degrees 49 minutes 10 seconds East a distance of 773.87 feet to a point; thence North 64 degrees 33 minutes 26 seconds East a distance of 255.53 feet to a point; thence South 24 degrees 52 minutes 21 seconds East a distance of 104.07 feet to a point; thence South 26 degrees 34 minutes 44 seconds East a distance of 71.02 feet to a point; thence South 10 degrees 35 minutes 38 seconds East a distance of 49.36 feet to a point on the northern line of Clubhouse Drive (private street); thence continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 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 North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

ROUND TOP

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Declaration Plat of The Courtyards At The Links At Gettysburg, A Planned Community (Page 3 of 4) and identified therein as "Round Top", which Declaration Plat is to be recorded as an exhibit to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated _____, 2003, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being the southernmost corner of the herein described parcel; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) by a curve to the left having a radius of 454.34 feet and a chord bearing of North 66 degrees 56 minutes 01 second West an arc distance of 188.20 feet; and (2) by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 68 degrees 23 minutes 00 seconds West an arc distance of 548.32 feet to a point on the eastern line of Clubhouse Drive (private street); thence continuing along the eastern line of Clubhouse Drive the following eight (8) courses and distances: (1) North 32 degrees 02 minutes 00 seconds East a distance of 20.00 feet; (2) by a curve to the right having a radius of 1,487.96 feet and a chord bearing of North 57 degrees 06 minutes 01 second West, an arc distance of 45.00 feet; (3) North 05 degrees 36 minutes 23 seconds West a distance of 45.65 feet; (4) North 44 degrees 27 minutes 13 seconds East a distance of 100.46 feet; (5) by a curve to the left having a radius of 1,230 feet and a chord bearing of North 39 degrees 03 minutes 15 seconds East, an arc distance of 231.82 feet; (6) North 33 degrees 39 minutes 18 seconds East a distance of 340.48 feet; (7) by a curve to the right having a radius of 1,320.00 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 213.83 feet; and (8) by a curve to the right having a radius of 245.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 155.95 feet to a point; thence North 79 degrees 24 minutes 22 seconds East a distance of 40.00 feet to a point; thence South 27 degrees 25 minutes 28 seconds East a distance of 23.02 feet to a point; thence North 89 degrees 57 minutes 32 seconds East a distance of 282.65 feet to a point; thence South 00 degrees 02 minutes 28 seconds East a distance of 718.67 feet to a point; thence South 89 degrees 57 minutes 31 seconds West a distance of 251.76 feet to a point; thence South 19 degrees 54 minutes 46 seconds West a distance of 77.98 feet; thence South 10 degrees 02 minutes 41 seconds East a distance of 250.85 feet to a point within Lousy Run; thence continuing within Lousy Run South 34 degrees 55 minutes 59 seconds West a distance of 104.07 feet to a point on the northern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

For back title, see Adams County Record Book 1414, Pages 0003 and/or 0021.

EXHIBIT F

LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

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 _____, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

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

minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes 51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3) courses and distances: (1) North 17 degrees 40 minutes 17 seconds West a distance of 825.00 feet; (2) North 04 degrees 01 minute 31 seconds East a distance of 862.95 feet; and (3) continuing along same and crossing Mason Dixon Road aforementioned North 24 degrees 31 minutes 31 seconds East a distance of 396.00 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of Stanley R. Flaggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to the point and place of BEGINNING.

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

BEING, as to 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.

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.

LESS AND EXCEPTING three parcels identified as Battery Ridge, Lookout and Round Top, each as more particularly bounded and described on Exhibit A to the Declaration to which this Exhibit F is also attached.

AND

ALL THOSE CERTAIN tracts or parcels of land situate in Mount Joy Township, Adams County, Pennsylvania, now or formerly owned by the following parties, and more particularly bounded and described in the following deeds and plans recorded in the Office of the Adams County Recorder of Deeds:

James W. Waybright and Shirley Ann Waybright

Book 1423, Page 346

Philip C. Hill and Melody R. Hill

Book 1950, Page 314
Plan Book 75, Page 65

David P. Waybright

Book 1195, Page 315

Beatrice F. Waybright

Book 1195, Page 315

Richard Eager and Lisa Eager

Book 493, Page 284

Stanley R. Flaggs

Book 1757, Page 7

Gene T. Walker

Book 360, Page 371

Frederick C. Fryer and Kay E. Fryer

Book 1079, Page 204
Book 490, Page 607
Plan Book 48, Page 62

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EXHIBIT G

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 _____, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flagg (1757-007), said point being the northernmost corner of the herein described parcel; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following twelve (12) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; (8) South 62 degrees 31 minutes 11 seconds East a distance of 200.21 feet; (9) South 69 degrees 26 minutes 39 seconds East a distance of 282.90 feet; (10) South 69 degrees 02 minutes 49 seconds East a distance of 184.92 feet; (11) South 06 degrees 41 minutes 51 seconds West a distance of 697.59 feet; and (12) North 85 degrees 05 minutes 07 seconds East a distance of 718.01 feet to a point at corner of lands now or formerly of Frederick C. Fryer and Kay E. Fryer (1079-204 and 490-607); thence continuing along same South 04 degrees 33 minutes 30 seconds East a distance of 1,376.59 feet to a point at corner of lands now or formerly of James W. Waybright and Shirley Ann Waybright (1423-346); thence continuing along same the following three (3) courses and distances: (1) South 82 degrees 01 minute 22 seconds West a distance of 285.45 feet; (2) North 66 degrees 09 minutes 09 seconds West a distance of 660.00 feet; and (3) South 05 degrees 07 minutes 04 seconds West a distance of 997.29 feet to a point in the bed of Mason Dixon Road (SR 3002); thence continuing within the bed of Mason Dixon Road aforementioned North 79 degrees 12 minutes 13 seconds West a distance of 18.97 feet to a point; thence North 77 degrees 02 minutes 31 seconds West a distance of 18.26 feet; thence continuing within the bed of Mason Dixon Road and along lands now or formerly of Philip C. Hill and Melody R. Hill (1950-314) the following four (4) courses and distances: (1) South 15 degrees 05 minutes 18 seconds West a distance of 723.05 feet; (2) South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; (3) North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; and (4) South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes 51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of

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

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

BEING, as to 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.

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 H

**LIST OF DWELLING UNITS SUBJECT TO GOLF COURSE OWNER, ASSOCIATION AND
MASTER ASSOCIATION APPROVAL OF EXTERIOR MODIFICATIONS**

Unit Number	Unit Location (as shown on the Plats and Plans)
1	Battery Ridge
2	Battery Ridge
3	Battery Ridge
4	Battery Ridge

After recordation of this document, please return to:

Robert M. Cherry, Esq.
McNees Wallace & Nurick LLC
P. O. Box 1166
Harrisburg, PA 17108-1166

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ADAMS

: SS:
:

RECORDED in the Office of the Recorder of Deeds in and for said County, in
Record Book _____, Page _____.

WITNESS my hand and official seal this _____ day of _____, 2003.

Recorder of Deeds