

AGREEMENT OF PURCHASE

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between THE GETTYSBURG COMMUNITY, LLC, a Maryland limited liability company, the "Seller," whose address is 5320 Spectrum Drive, Suite A, Frederick, Maryland 21703, and hereinafter (whether one or more) the "Purchaser," whose residence address(es) is (are) \_\_\_\_\_

In consideration of the mutual covenants and undertakings hereinafter set forth, and for other good and valuable consideration, it is agreed as follows:

1. Purchase of Premises. The Seller agrees to provide, and the Purchaser agrees to purchase, a lot (the "Lot"), identified as Unit \_\_\_\_ within The Courtyards At The Links At Gettysburg, A Planned Community ("Community"), Mount Joy Township, Adams County, Pennsylvania with a street address of \_\_\_\_\_ Gettysburg, Pennsylvania. Following the settlement on the purchase of the Lot in accordance with Paragraph 10(a) the Seller agrees to furnish all material and labor necessary for the construction of a residence on the Lot ("Residence") (Model Type \_\_\_\_\_ and Elevation \_\_\_\_\_). The Lot and Residence are referred to collectively as the "Premises".

(a) Lot Purchase Price. The purchase price of the Lot shall be in the amount as follows:

(1)	Base Lot Purchase Price	\$ _____
(2)	Lot Premium	\$ _____
(3)	Total Lot Purchase Price ("Lot Purchase Price")	\$ _____
(4)	Deposit (as defined in Item 3)	\$ _____

(b) Construction Price. The construction price of the Residence shall be in the amount as follows:

(1)	Base Construction Price	\$ _____
(2)	Total Options	\$ _____
(3)	Total Construction Price ("Construction Price")	\$ _____

(c) Total Price of Premises. The total of the Lot Purchase Price and the Construction Price is as follows:

Total Price	\$ _____
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2. Payment of Total Price. Purchaser hereby elects the following method of payment, pursuant to the terms of this Agreement (Purchaser to designate the method of payment by initialing the method selected):

- ( ) All cash purchase – No Lender (Addendum for all cash purchases is to be attached).
- ( ) Financing arranged through a Lender (as defined in Item 4).
- (a) The Lot Purchase Price shall be paid in full by the Purchaser to the Seller at Settlement.
- (b) The Construction Price shall be paid by the Purchaser to the Seller according to the following Draw Schedule upon written notice for payment submitted by the Seller to the Lender, if applicable, and Purchaser as follows:
  - 20% of the Construction Price upon the completion of the foundation;
  - 20% of the Construction Price when the outside and inside walls are in place, exterior sheathing is complete and roof framing is complete;
  - 15% of the Construction Price when the installation of plumbing, heating and wiring are roughed-in, exterior windows and doors are set and roof is complete;
  - 15% of the Construction Price when the exterior veneer is in place, walls insulated, and interior drywall is sanded and ready for painting;
  - 20% of the Construction Price when the interior/exterior trim and soffit are complete, ceramic bath tile is in place, kitchen cabinets are installed, plumbing fixtures are set and heating/cooling units are installed;
  - 10% of the Construction Price upon substantial completion of the building or at the time of occupancy by the Purchaser (the "Final Draw").

3. Deposit. A deposit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_, shall be given by the Purchaser at the time of signing this Agreement. Purchaser shall pay an additional deposit in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), in the form of \_\_\_\_\_ within \_\_\_\_\_ days of execution and acceptance of this Agreement (collectively, the "Deposit"). If Seller does not execute and deliver this Agreement, the Deposit shall be immediately returned to the Purchaser. Failure of the Purchaser to pay the additional Deposit as specified herein may render this Agreement null and void and cause automatic forfeiture to Seller of any Deposit previously paid, at the sole option of the Seller. The Deposit shall be held in escrow by \_\_\_\_\_, as agent for the Seller, in an account established in the Commonwealth of Pennsylvania for delivery to Seller at Settlement pursuant to Section 5408 of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5408 (the "Planned Community Act").

4. Mortgage Loan. (STRIKE IF ALL CASH.) All (or a portion) of the Lot Purchase Price and the Construction Price are to be paid with the proceeds of a loan (the "Mortgage Loan"), which may be obtained by the Purchaser from a lender designated by the Seller or one of the Purchaser's own selection. Purchaser represents that Purchaser is an acceptable financing risk and acknowledges that the Seller may rely on such representation and incur expense in processing this Agreement. If Purchaser will be obtaining financing in connection with purchase of the Premises and payment of the Construction Price, simultaneously with Purchaser's execution of this Agreement, Purchaser shall complete the financial disclosure attached hereto as Addendum 4 (the "Financial Disclosure").

Within five (5) days of the date of this Agreement, the Purchaser agrees to make diligent, truthful and proper applications to a lender ("Lender") (STRIKE ONE:) (a) designated by the Seller ("Designated Lender"), or (b) a lender of Purchaser's selection ("Alternate Lender"). Failure to apply diligently for financing or the making of any false statement on the loan application to Lender or on the Financial Disclosure to the Seller shall be a breach of this Agreement and entitle the Seller to terminate it and retain all amounts paid as Deposit and for options, extras or otherwise as liquidated damages, in which event both parties shall be relieved of any further liability hereunder.

In the event Purchaser uses Seller's Designated Lender, then all construction loan interest shall be paid by the Seller during the course of construction until the Seller has met its requirements for the Final Draw. In the event Purchaser uses Alternate Lender, Seller shall not pay for any costs associated with the loan including but not limited to construction loan interest. In any event, the Purchaser agrees to pay all Lender fees and charges including, but not limited to, initial mortgage insurance premium, document preparation and/or review fees, lender inspection fees, tax services fees (unless prohibited by law), and all monthly escrows.

The Seller shall not be liable for damages or interest rate changes by reason of delays in the completion of the Premises. This Agreement is not contingent on the sale of the Purchaser's house, and it is not contingent on the Purchaser being able to comply with any terms or conditions of any commitment obtained by him, such as the sale of other property as retirement of debt. The Purchaser specifically authorizes the Seller to disclose to any lender any credit information provided to the Seller by the Purchaser, and authorizes Lender to order a credit report from a recognized credit reporting agency.

If the Purchaser is unable to obtain a commitment for the Mortgage Loan within sixty (60) days from the date of this Agreement, then the Seller shall be entitled at its sole discretion to terminate this Agreement and retain all amounts paid as deposit and for options, extras or otherwise as liquidated damages, in which event both parties shall be relieved of any further liability hereunder.

In no event shall Seller have any obligation or liability to Purchaser on account of the failure or refusal of any lender to make such loan for any reason whatsoever, except that Seller shall cause the Deposit to be returned to Purchaser, if required under the provisions of the preceding paragraphs.

5. Purpose - Primary Residence. (DELETE THIS PARAGRAPH IF INAPPLICABLE.) The Purchaser hereby warrants that the Premises are being acquired by the Purchaser as the primary year-round residence of the Purchaser. This representation is to be considered a material part of the Agreement.

6. Construction Warranties. The Seller agrees to complete upon the Lot the Residence in substantial conformity with and in a manner substantially similar as to workmanship, materials, type of construction and interior finish as the Seller's architectural plans and/or model home, if any (collectively, the "Model"), which Model and/or architectural plans have been thoroughly inspected by the Purchaser. The Seller reserves the unqualified right to substitute substantially equivalent materials for any of those called for or displayed in the Model and to make such other modifications and substitutions as may be required by governmental authorities having or claiming jurisdiction, or by any construction lender, or as may be reasonably required on account of shortages or the unavailability of materials or equipment from the Seller's ordinary and usual sources of supply, or by reason of unusual or peculiar engineering or construction requirements or topography, as may be reasonably necessary to fulfill the design intent of the Seller. Except as aforesaid, the Seller has provided the Purchaser with no written description of the Premises which are the subject of this Agreement and, except as specifically provided for in this Paragraph, the Purchaser's house may vary in other respects from the Model.

Grades, elevations, dimensions and the location of walks, driveways, stairs, plantings and other landscape features, and other interior and exterior features may not precisely conform to those displayed in the Model. All dimensions or illustrations exhibited to the Purchaser on any promotional or other materials provided to the Purchaser by the Seller or any agent of the Seller are approximate only. Certain furniture, furnishings, household appliances, wall and floor coverings, light fixtures, bookcases and other built-ins, landscaping, fences, patios and recreational amenities and other decorative features and the like, as shown or displayed in or about the Model are for display purposes only and are not considered a part of the Premises for the purposes of this Agreement.

The Seller has the unqualified right to remove such trees and other landscaping features from the Premises as it shall consider necessary under the circumstances and the Seller shall not be responsible for any loss or damage to remaining trees or shrubbery not installed by the Seller. All work associated with grading, fill, landscaping, the control of surface water flow and storm water detention upon or in the vicinity of the Premises shall be accomplished as the Seller considers necessary either prior or subsequent to the date of settlement. The Seller shall also have the right to modify lots and areas adjacent to the Premises, including, but not the limited to, changing the grades, elevations, dimensions of adjacent lots and areas, substituting types or models of homes on adjacent lots, or otherwise deviating from the site plan, provided such modifications shall be in accordance with applicable laws.

**The Seller warrants against structural defects for two (2) years as provided for in Section 5411 of the Planned Community Act, 68 Pa. C.S. §5411. The Seller warrants remaining non-structural elements of the Premises for a one-year new home warranty period to be free from defects and workmanship in accordance with the performance standards defined in the National Association of Home Builders Residential Construction Performance Guidelines – Homeowner Reference in the version current upon the Effective Date of this Agreement ("Warranty Guidelines"). Purchaser hereby represents by initialing below that it has received a copy of the Warranty Guidelines. Items excluded under this new home warranty are: damage to real property that is not part of the home covered by the warranty or that is not included in the purchase price; bodily injury or damage to personal property; any defect in material supplied or work performed by anyone other than the builder or the builder's employees, agents or subcontractors; any damage that the owner has not taken timely action to minimize or for which the owner has failed to provide timely notice to the builder; normal wear and tear or normal deterioration; insect damage, except where the builder has failed to use proper materials or construction methods designed to prevent insect infestation; any loss or damage that arises while the home is being used primarily for nonresidential purposes; any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the builder, the builder's employees, agents or subcontractors; or any loss or damage caused by acts of God.**

**The Seller does not warrant any building material used in the Premises to be free from toxicity to occupants or users and therefore disclaims any liability arising therefrom. The**

Seller is not responsible for personal allergic or other health reactions, or injury or property damage arising from building materials at or in the Premises. Furthermore, the Seller makes no representations or warranties, either express or implied, regarding the presence of hazardous substances, regulated materials, radon gas or any other potentially hazardous environmental materials at or in the vicinity of the house. The Seller claims no expertise regarding either the identification of, or methods to reduce the level of, radon gas or other naturally occurring hazardous environmental materials or the risk associated with exposure to radon or other hazardous materials. The United States Environmental Protection Agency and state and local environmental authorities are best equipped to render advice regarding any potential risks that may exist in a particular area, the consequences associated with radon exposure, methods available to detect and measure radon levels, and what, if any, remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The Purchaser acknowledges that the Seller shall not be liable for any damages related to exposure to any building material used in the Premises, radon gas or other environmental materials associated with the dwelling that is the subject of this Agreement.

Seller agrees to deliver to Purchaser at settlement, and Purchaser agrees to execute at settlement, Seller's limited warranty agreement, a form of which Purchaser acknowledges having received before the execution of this Agreement. Seller's aforesaid limited warranty agreement is provided in lieu of any other warranties, express or implied, in connection with the Premises. Seller's limited warranty agreement does not apply to items of personal property to be conveyed to Purchaser with the Premises including, without limitation, all appliances and all heating and air conditioning systems. Warranties on all such personal property are limited, both as to scope and duration, to the limits set forth in the corresponding manufacturers' warranties, copies of all of which Purchaser acknowledges having received or reviewed before the execution of this Agreement.

Seller hereby represents that exterior insulation faced systems (EIFS) shall be used in the construction of a portion of the exterior of the home and installed by Seller in accordance with the manufacturer's specifications. Purchaser hereby agrees to hold Seller harmless from any claims related to the EIFS materials and installation and indemnify Seller relying exclusively upon the manufacturer's product warranty for any potential or future claims related to this product.

7. **Purchaser Selections.** Before construction, Purchaser may have the opportunity to select certain colors and finishes from grades, styles, colors and samples made available by Seller, except that no selections shall be offered for interior walls, said walls to be painted "off-white". Within fifteen (15) days of the execution of this Agreement by Purchaser, Purchaser will select such items and deliver its selections, in writing, to Seller. If Purchaser fails or refuses to make its selections within the fifteen (15) day period for any reason whatsoever, unless said period is extended in a written addendum hereto signed by the Seller, Seller shall make such selections in its sole discretion, and Purchaser agrees to accept same and to be bound thereby. Purchaser acknowledges that unless specified herein to the contrary, Purchaser will accept all color and pattern selections and options, if any, installed or ordered by Seller for the Property. Purchaser further acknowledges that the Property's exterior color package and elevation shall be determined solely by the Seller. In the event finishing materials selected by the Purchaser are not available from the Seller's ordinary and usual sources of supply, then the Purchaser shall make substitute selections within ten (10) days following the Seller's request; if the Purchaser fails to make timely substitute selections, the Seller may make such substitutions of substantially equivalent materials as may be reasonable and necessary under the circumstances.

8. **Community/Homeowners Associations/Declarant.** A homeowners association (the "Courtyards Association") has been formed for the purpose of owning, operating and maintaining certain common facilities and/or services within the Community wherein the Premises are located. A master association (the "Master Association") also has been formed for owning and maintaining certain other common facilities that will serve the planned golf community, known as The Links At Gettysburg Planned Golf Community ("PGC"), of which the Community is a part. The PGC and the Community, are owned and will be developed by The Links At Gettysburg, L.L.C. and The Links At Gettysburg Realty Company, L.L.C. (herein collectively the "Declarant"). The Declarant will be responsible for construction of certain common facilities, including roads, utilities and recreational facilities. The Purchaser will be a member of the Courtyards Association and the Master Association (the "Associations") and will be subject to the provisions of the Public Offering Statement, Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration"), the Declaration of Perpetual Deed Covenants for The Links At Gettysburg PGC Preserved Open Space ("Open Space Declaration"), the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"), the Rules and Regulations of the Courtyards At The Links At Gettysburg, A Planned Community ("Rules and Regulations"), Plats and Plans, Declaration of Access Drive and Entrance Sign Easement ("Access Drive Easement"), Declaration of Propane Facilities Easement ("Propane Facilities Easement") and the Articles of Incorporation and Bylaws of each of the Courtyards Association and the Master Association. The affairs of the Associations will be conducted by Executive Boards which will initially be selected by the Declarant. The Purchaser hereby acknowledges receipt of the Public Offering Statement, Declaration, Open Space Declaration, Master Association Declaration, Rules and Regulations, and the Articles of Incorporation and Bylaws of each of the Courtyards Association and the Master Association. Purchaser further acknowledges, having read the foregoing documents, and agrees to be bound by their terms. The Seller shall be obligated for home construction on the Premises pursuant to this Agreement; the Declarant's responsibilities and obligations are set forth in the above referenced Declarations and are discussed in the Public Offering Statement. In accordance with the Declarations, Purchaser agrees to pay and acknowledges his continuing liability to pay, when assessed by the Associations, a share of the expenses of maintaining and operating the common areas and community facilities of the Community in accordance with the provisions of the Declaration and Bylaws. Purchaser will be required to pay certain other fees and assessments to be imposed pursuant to the Declarations; such fees and assessments are described in the Public Offering Statement.

Construction of certain common facilities that serve the Community will be financed by Mount Joy Township through creation of an Assessment District under the Pennsylvania Neighborhood Improvement District Act, 73 P.S. § 631 et seq. (the "NID Act"), which authorizes the Township to issue municipal bonds secured solely by assessments levied against real property located within the Assessment District. The Community is located within the Assessment District, and each Unit will be subject to an annual assessment levied in accordance with the NID Act, as described in detail in the Public Offering Statement and the Declaration. The Purchaser hereby accepts the terms and conditions related to the Assessment District as provided in the Declaration.

PURCHASER INITIALS: \_\_\_\_\_

9. **Title.** Pursuant to certain contractual arrangements between the Seller and the Declarant, Seller will cause the Declarant to deliver title to the Premises to Purchaser at the time settlement occurs as set forth in paragraph 10 hereto. The Premises are to be sold free of encumbrances except as follows. Title is to be fee simple, good, merchantable and insurable at regular rates; subject, however, to easements, rights-of-way, covenants, conditions and restrictions of record or to be recorded prior to settlement hereunder, including, but not limited to, those appropriate to the establishment of any homeowners association; otherwise, at the option of the Purchaser exercised by notice in writing to the Seller, all sums deposited by the Purchaser shall be returned to Purchaser and all rights and liabilities of the parties hereunder shall forthwith terminate. In no event shall the Seller be liable for any damages for defects in title except pursuant to the warranty of title in the deed. Neither legal nor equitable title to the Premises shall be conveyed to the Purchaser until the settlement occurs as set forth in Paragraph 10 hereto. The Premises are sold subject to easements, if any, created or to be created prior to or after settlement in favor of utility companies or municipal authorities or quasi-governmental authorities for the installation of utilities and street lights and/or additional covenants, restrictions or easements which may be placed on record by the Seller or the Declarant after execution hereof for the benefit of the Premises and/or the community of which it is a part.

10. (a) **Settlement.** Settlement shall occur on the date (the "Settlement Date") and at a time and place set forth in written notice by Seller to Purchaser which written notice shall be given at least thirty (30) days prior to the Settlement Date. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, PURCHASER MAY, AT PURCHASER'S SOLE COST AND EXPENSE, SELECT PURCHASER'S OWN TITLE INSURANCE COMPANY, SETTLEMENT COMPANY, ESCROW COMPANY, MORTGAGE LENDER OR FINANCIAL INSTITUTION OR TITLE LAWYER, SO LONG AS THERE IS NO ADDITIONAL EXPENSE TO SELLER. SELLER SHALL NOT BE PROHIBITED FROM OFFERING OWNER FINANCING AS A CONDITION OF SETTLEMENT.

The Purchaser hereby exercises the foregoing right by directing that title will be examined and settlement will be conducted by (select one):

1. Seller's designated settlement attorney: \_\_\_\_\_
2. Purchaser's settlement attorney or title company:  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

The Purchaser hereby authorizes the Seller to request that the foregoing attorney or title company make the appropriate and necessary arrangements for the examination of title to the Premises and the preparation of all necessary conveyancing documents and settlement at such place as the Seller may designate by notice in writing to the Purchaser. The Purchaser and Seller acknowledge that, except as specifically set forth below, they have specifically negotiated and agreed that the Purchaser alone shall pay all costs of settlement, including, but not limited to, state and local transfer and recordation taxes, all recordation charges, fees for the preparation of all mortgage instruments, mortgage insurance premiums (whether for "private" mortgage insurance or otherwise), loan discounts and loan origination fees for any mortgage loan obtained by the Purchaser, fees for credit reports and appraisals, inspection fees, any funding fee, any other charges required to be collected by the permanent lender, premiums for mortgage title insurance and owner's title insurance, if desired, surveyor fees, courier, facsimile and overnight mail fees, wire transfer fees and other charges in the nature of prepaid expenses, including interest, escrows for taxes and the like. All lienable municipal services, real estate taxes and common expense assessments levied by the Associations shall be prorated as of the date of settlement on the basis of the fiscal year for which assessed.

Seller shall not be charged any fees or costs whatsoever by Purchaser's settlement attorney or title company and Purchaser agrees to be responsible for any such charges. PURCHASER'S SETTLEMENT ATTORNEY OR TITLE COMPANY SHALL DISBURSE FUNDS TO SELLER ON THE DATE OF SETTLEMENT, TIME BEING OF THE ESSENCE.

If the Purchaser elects to use the settlement attorney designated by Seller, the Seller agrees to pay Two Hundred Fifty and 00/100 Dollars (\$250.00) toward such attorney's closing fees, costs of preparation of the deed, notary fees, fees associated with the preparation of the title report and tax certificate charges; Purchaser shall pay all other fees and costs. THE PURCHASER IS INVITED AND ENCOURAGED TO HAVE COUNSEL OF HIS OWN SELECTION ATTEND SETTLEMENT AT PURCHASER'S OWN EXPENSE.

On the Settlement Date, the Seller and the Purchaser agree to make full settlement in accordance with the terms hereof at the time and place specified by the Seller. In the event Purchaser shall fail to make full settlement, or shall otherwise default in any payment or obligations called for in this Agreement, then, at the option of the Seller, and as the sole and exclusive remedy of the Seller, this Agreement shall become void and of no effect and any amount paid toward the purchase price including, without limitation, all amounts paid for or towards options and extras, may be retained by the Seller as liquidated damages and not as a penalty. Deposit of the aforesaid conveyance, and such other papers as are required of either party by the terms of this Agreement, shall be considered good and sufficient tender of performance of the terms hereof. The Purchaser hereby acknowledges that any information given to the Purchaser by any representative, employee or agent of the Seller with respect to anticipated completion or settlement dates is not to be considered a material part of this Agreement or a material representation or warranty by Seller.

If, for any reason whatsoever, the Seller shall default in the performance of this Agreement, the Seller shall refund to the Purchaser as liquidated damages, and not as a penalty, the amount of the Deposit and any advance for optional extras plus three percent (3%) simple annual interest thereon from the date(s) such monies were paid hereunder to the date of refund, and this will relieve both parties from any further liability hereunder. The Seller's liability for breach or default hereunder shall, in any and all events, be limited to the payment of the Deposit and any advance for optional extras, plus interest as aforesaid. Except as set forth below, or unless otherwise provided by applicable law, the Purchaser specifically waives and relinquishes any right it may have to sue for specific performance hereunder.

(b) **Construction.** Construction shall commence following the Settlement and following notice of arrangements satisfactory to Seller that Purchaser has financing or is otherwise able to pay the Construction Price. Prior to the payment of the Final Draw of the Construction Price under Paragraph 2, the Purchaser, at the request of and at a time designated by the Seller, shall inspect the Premises and list all noted non-conforming or incomplete items of construction on a Final Draw Inspection List ("FDI List") or other report form prepared by the Seller. The compiled FDI List is to be signed by both the Seller and the Purchaser; the Seller agrees to exercise reasonable efforts to correct or complete as many of the items on such FDI List or other report form prior to the date appointed for payment of the Final Draw. Between November 1 and May 1, the Premises shall be considered ready for occupancy even though exterior painting, lot grading, sodding, seeding, planting, patios, leadwalks and driveway are not complete, provided that Seller shall furnish a temporary driveway of crushed stone. All provisions herein with regard to the Premises being ready for occupancy shall be subject to any applicable municipality requirements. No portion of any payment of the Construction Price, as set forth in the Draw Schedule at Paragraph 2 hereof shall be deferred or held in escrow in the event that any of the items noted on the FDI List or "walk-through" or other report form are not corrected or completed by the Seller; provided, however, that nothing contained in this Paragraph shall be deemed to relieve the Seller of its responsibility to complete or correct such items. Payments of the Construction Price shall be payable pursuant to the Draw Schedule of Paragraph 2 hereof upon certification by Seller to Lender, without notice to or approval from Purchaser, that the status of construction of each item as specified in the Draw Schedule has been substantially completed. In any event except for Force Majeure defined in Item 24, construction shall be completed within two (2) years from the date of this Agreement.

11. **Occupancy.** Occupancy of the Premises shall be given to the Purchaser immediately after payment of the Final Draw. However, if the Seller in its sole discretion permits Purchaser to occupy the Premises prior to payment of the Final Draw, the Purchaser shall execute the Seller's standard Pre-Final Draw Occupancy Agreement and shall continue to be subject to the terms hereof as if the Purchaser did not occupy the Premises, except that the inspection of the Premises provided for in Paragraph 10 hereof shall be conducted prior to the Purchaser's occupancy of the Premises. No additional inspection of the Premises shall be conducted thereafter by the parties hereto, and the Seller shall have no liability for defects or other matters not set forth on the FDI List prepared during the pre-occupancy inspection. The Seller shall have the right to enter upon the Premises at any time before or after Purchaser's occupancy of the Premises for the purpose of making exterior changes to the lot and improvements thereon, including grading changes and the removal of trees, as may be required by the Seller's site plan, or any modification thereto, or any change which may be required as a condition of Seller's release by applicable governmental authorities from any and all subdivision or site plan bonds or other escrows.

12. **Safety - Trespass.** As a consideration for public safety, and for reasons related to the insurance requirements of the Seller, the Purchaser shall not, except with the prior written consent of the Seller or in the company of a duly authorized representative, employee or agent of Seller, enter upon the site of the project during the construction of the Premises. Any violation of this provision may, at the Seller's election, be considered a material breach of this Agreement.

13. **Adjustments.** All property taxes, sewer and water connection fees, if any, and other similar public general and special charges, if any, are to be adjusted to the date of Settlement based upon the best information then available, and thereafter assumed by Purchaser. Monthly Common Expense assessments, special assessments and other fees payable by Unit Owners as disclosed in the Public Offering Statement shall be payable by Purchaser on or/and after Settlement.

14. **Assignment - Recordation.** This Agreement is personal to the Purchaser and the rights of the Purchaser hereunder are not assignable without the prior written consent in writing of the Seller. The foregoing shall not, however, be construed as a prohibition against assignment by the Seller. This Agreement shall not be recorded by the Purchaser without the prior written consent of the Seller and the Declarant.

15. **Risk of Loss.** By execution of this Agreement, Purchaser does not acquire any equitable ownership of or title to the Premises. The risk of loss or damage by fire or other casualty is assumed by the Seller until the deed of conveyance is delivered to Purchaser at Settlement, after which time such risk shall pass to Purchaser. If such loss or other casualty occurs prior to Settlement, Seller may terminate this Agreement and refund the Deposit without further obligation or liability to Purchaser. At Settlement Purchaser shall provide proof satisfactory to Seller of fire and other casualty insurance coverage on the Premises covering Purchaser and Seller as their interests may appear.

16. **Subordination.** Prior to the date of Settlement hereunder, the rights and interests of the Purchaser hereunder shall be subordinate in all respects to the lien of any mortgage or deed of trust heretofore or hereafter made in connection with the acquisition, construction or development of the Premises and to any and all advances made on account of the same. The Purchaser agrees to execute such further assurance of this covenant as may from time to time be required by the Seller.

17. **Certain Required Disclosures - Insulation.** Pursuant to the provisions and requirements of the Federal Trade Commission Trade Regulation Rule on Labelling of Home Insulation (16 C.F.R. § 460), the Seller hereby advises the Purchaser that certain portions of the Premises are to be insulated with a resulting thermal resistance or "R-value," according to the manufacturers of the insulating materials, as set forth in the following schedule: (a) ceilings to be insulated with blown insulation materials or batts to a thickness of approximately 10 inches with a resulting thermal resistance of R-30; and (b) exterior frame walls (excluding any party walls) to be insulated with fiberglass batts with a thickness of approximately 3.5 inches with a resulting thermal resistance of R-13. The aforesaid R-value disclosures do not relate to doors or windows. Notwithstanding the foregoing, insulation may be of lesser thickness and R-value than indicated above in certain limited areas where the design of the dwelling does not permit greater thickness or as a result of settlement of the dwelling. Examples of locations where thickness and R-value may vary include locations where studs are placed in walls, at corners, fireplaces and windows. The R-values stated above are based on the representations of the manufacturer and/or the installer of the insulation and Seller does not warrant or represent that these R-values are correct. Seller has the right to make substitutions as to the type, thickness and R-value of the insulation installed in the dwelling without obtaining Purchaser's consent, so long as there are no substantial changes in the R-value of the insulation installed in a substantial portion of the dwelling.

18. **Broker/Agent.** Except for any broker, agent, or finder named in this Paragraph 18, Purchaser warrants to Seller that Purchaser has not dealt with any real estate broker, agent, or finder in connection with this sale other than \_\_\_\_\_, who is the agent for the Seller. Purchaser shall indemnify and hold harmless Seller against all loss, liability, or expense incurred by Seller and resulting from Purchaser's breach of the foregoing warranty. Purchaser hereby acknowledges that Seller will pay a real estate sales commission at Settlement of \_\_\_\_\_ percent (%) on the aggregate of the Base Lot Purchase Price and the Base Construction Price (\$ \_\_\_\_\_) to \_\_\_\_\_, who is the Purchaser's real estate realtor or agent who is with \_\_\_\_\_, the real estate brokerage company, such sum to be disbursed directly by the settlement attorney or title company to the brokerage company.

19. **Unsold Units.** The Seller reserves the right to make any lawful use of unsold dwelling units in the community in which the Premises are located.

20. **Status of Purchaser.** If this Agreement is signed by an individual who is unmarried at the time of execution hereof and at the time of Settlement is married, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of Purchaser's spouse to execute any applications, mortgages, notes, or other documents required by the lender, if any. If Purchaser is married and Purchaser's spouse is not also a purchaser under this Agreement, then Purchaser shall be responsible for such spouse executing the mortgage loan documents required by the lender, and the failure of such spouse to do so shall not release Purchaser from any obligations under this Agreement, and Purchaser shall hold Seller harmless from any loss as a result of the refusal of such spouse to sign any such document. If Purchaser is not a natural person, Purchaser shall indemnify Seller from any loss that may arise by reason of the failure of any of Purchaser's principal officers, owners, beneficiaries, or their spouses to execute any applications, mortgages, notes, or other documents required by the lender. If Purchaser files for or is adjudicated a bankrupt, makes an assignment or arrangement for the benefit of creditors, dies, or notifies Seller of a desire to be released from this Agreement, Seller may, at Seller's sole option, terminate this Agreement and cause the Deposit hereunder to be returned to Purchaser whereupon neither party shall have any further obligation to the other hereunder.

21. **Oral Statements or Promises.** Unless oral statements or promises are included in this Agreement, they may not be enforceable under law. By including the terms below, Purchaser and Seller are making them part of this Agreement. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. Notwithstanding the foregoing sentence, any oral statement or promise made by the Seller or any employee or agent of the Seller that changes or contradicts any provision of the Public Offering Statement or any of the documents attached as Exhibits thereto shall have no effect. The following oral statements or promises have been made by Seller, an employee or agent of Seller, or Purchaser (if no such oral statements or promises have been made or are being relied upon, please write "NONE" in the space below). Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement: (ATTACH ADDITIONAL PAGES IF NECESSARY)

22. **Time of Essence - Merger - Notice - Survival.** TIME IS OF THE ESSENCE of each of the provisions of this Agreement of which time is an element. All understandings and agreements theretofore made between the parties hereto are merged in this Agreement which expresses the entire agreement of the parties, and no representations, oral or written, not contained herein shall be considered a part hereof. This Agreement may not be altered, enlarged, modified or changed except by instrument in writing executed by all of the parties hereto. Whenever by the terms of this Agreement any notice is required to be given, notice shall be conclusively considered given and received when deposited in the United States mail, postage prepaid, to any of the

parties at the addresses set out herein. The designation of any such address may be changed by any of the parties by notice to all of the other parties. The provisions contained in Paragraphs 5, 6, 8, 9, 11, 18, 19, 20, 22 and 23 of this Agreement shall survive the delivery of a deed and shall not be merged therein.

23. **Miscellaneous.** The laws of the Commonwealth of Pennsylvania shall govern the interpretation, validity and construction of the terms and conditions of this Agreement. The parties to this Agreement mutually agree that it shall be binding upon them, their and each of their respective heirs, personal representatives, successors and assigns, and that both parties hereby waive trial by jury in any litigation between the parties to this Agreement, in connection with this Agreement or the Premises. The captions of this Agreement are for the convenience of the parties and shall not be considered a material part hereof. This Agreement may be executed in counterparts, each of which when so executed, shall be considered an original. The Purchaser understands that no sales person nor the sales manager has any authority to bind the Seller and that this Agreement shall not be binding upon the Seller unless or until the same is duly executed by Seller's appropriate authorized officer.

24. **Force Majeure.** If Seller is delayed at any time in the progress of construction by any act, failure or neglect of Purchaser or by changes ordered in the construction or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, any action or inaction by a third party, or any other cause beyond the Seller's control, or a delay authorized by Purchaser, then the date for substantial completion shall be extended for the period of such delay.

25. **Additional Fees and Charges.** Purchaser shall be obligated to pay to Declarant at Settlement the following fees and charges which shall be assessed pursuant to the Declaration and/or the Master Association Declaration:

(a) Fees and Charges Payable to Declarant:

- (1) Community Amenities Fund contribution of \$3,000 for the Community Amenities, which are defined as at a minimum, a community swimming pool, a poolhouse with restrooms (together with rights to use meeting rooms in the existing golf course clubhouse at The Links at Gettysburg during normal weekday business hours prior to completion of the Community Amenities and such other hours as The Links and Seller may arrange), two tennis courts and a walking trail system.
  - (2) The Purchaser also agrees to pay at settlement the additional sum of Three Hundred Dollars (\$300.00) as a non-refundable contribution to the working capital of the Courtyards Association and the Master Association, such contribution to be in addition to and not in lieu of common expense assessments levied by the Courtyards Association and the Master Association as they thereafter regularly or specially accrue.
- (b) Other Fees and Charges: Purchaser shall be obligated to pay other fees and charges at Settlement as provided herein or as set forth on the settlement sheet to be provided to Purchaser at Settlement.

26. **Addenda.** The following one or more Addenda, which are attached hereto and executed by the parties hereto, are expressly made part of this Agreement (STRIKE IF INAPPLICABLE):

Addendum No. 1	Acknowledgement of Receipt of Public Offering Statement, Etc.	Addendum No. _____
Addendum No. 2	Contingency on Purchase of Premises by Seller	Addendum No. _____
Addendum No. 3	Options, Modifications and Pricing for Changes from Standard	Addendum No. _____
Addendum No. 4	Financial Disclosure	Addendum No. _____
		Addendum No. _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the year and day first above written.

PURCHASER(S):

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

SELLER:

THE GETTYSBURG COMMUNITY, LLC,  
a Maryland limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM NO. 1 TO AGREEMENT OF PURCHASE  
(Acknowledgement of Receipt of Public Offering Statement, Etc.)**

Attached to and made a part of this Agreement dated \_\_\_\_\_, 20\_\_ on Unit \_\_\_\_\_ of The Courtyards At The Links At Gettysburg, A  
Planned Community, Gettysburg, Adams County, Pennsylvania between The Gettysburg Community, LLC, Seller, and  
\_\_\_\_\_, Purchaser.

- a. Public Offering Statement;
- b. All Exhibits to the Public Offering Statement, including the Declaration, Open Space Declaration, Master Association Declaration, Rules and Regulations, Bylaws and Articles of the Courtyards Association, Bylaws and Articles of the Master Association, Plats and Plans, Projected Budget of the Courtyards Association and the Master Association, Management Agreement, Deed, Access Road Easement and Propane Facilities Easement;
- c. Copies of any documents in the nature of title exceptions not described in the Declaration (e.g., easements, rights-of-way, covenants, restrictions or other rights created by Declaration or Seller);
- d. Copies of all amendments to the Public Offering Statement and Declaration.

By signing this Addendum No. 1 Purchaser acknowledges having received all of the above documents.

**PURCHASER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE GETTYSBURG COMMUNITY, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM NO. 2 TO AGREEMENT OF PURCHASE**  
**(Contingencies to Final Agreement of Purchase)**

Attached to and made a part of this Agreement dated \_\_\_\_\_, 20\_\_ on Unit \_\_\_\_\_ of The Courtyards At The Links At Gettysburg, A Planned Community, Gettysburg, Adams County, Pennsylvania between The Gettysburg Community, LLC, Seller, and \_\_\_\_\_, Purchaser.

**Seller's Right to Cancel:**

Seller does not hold title to the Lot as of the date hereof; Seller has entered into a contingent agreement with Declarant to obtain title to the Lot. Seller has the right to cancel this Agreement of Purchase at any time prior to removal of this contingency by written notice to the Purchaser, whereupon all sums deposited by the Purchaser shall be returned and all rights and liabilities of the parties under the Agreement of Purchase and any addenda shall terminate. Upon removal of the contingency, Seller will provide notice to the Purchaser, whereby the Seller's right to cancel shall no longer be applicable. If this contingency is not removed by December 31, 2004 all sums deposited by the Purchaser shall be returned and all rights and liabilities of the parties under the Agreement of Purchase and any addenda shall terminate.

**PURCHASER(S):**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE GETTYSBURG COMMUNITY, LLC,**  
**a Maryland limited liability company**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_



**ADDENDUM NO. 3 TO AGREEMENT OF PURCHASE**  
**(Options, Modifications and Pricing for Changes from Standard)**

Attached to and made a part of this Agreement of Purchase dated \_\_\_\_\_, 20\_\_\_\_ on Unit \_\_\_\_\_ of The Courtyards at The Links At Gettysburg, A Planned Community, Gettysburg, Adams County, Pennsylvania between The Gettysburg Community, LLC, Seller, and \_\_\_\_\_, Purchaser.

- |    |   |          |
|----|---|----------|
| 1. | Base Lot Purchase Price                     | \$ _____ |
| 2. | Lot Premium                                 | \$ _____ |
| 3. | Base Construction Price                     | \$ _____ |
| 4. | Total Options [Attachment, pages 1 - _____] | \$ _____ |

TOTAL LOT AND CONSTRUCTION PRICE: \$ \_\_\_\_\_

**PURCHASER(S):**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE GETTYSBURG COMMUNITY, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**ADDENDUM NO. 4 TO AGREEMENT OF PURCHASE**  
(Financial Disclosure)

Attached to and made a part of this Agreement of Purchase dated \_\_\_\_\_, 20\_\_\_\_ on Unit \_\_\_\_\_ of The  
Courtyards At The Links At Gettysburg, A Planned Community, Gettysburg, Adams County, Pennsylvania between The Gettysburg Community, LLC,  
Seller, and \_\_\_\_\_, Purchaser.

.....  
PURCHASER'S NAME: \_\_\_\_\_ S.S.# \_\_\_\_\_  
BIRTH DATE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
EMPLOYER NAME: \_\_\_\_\_  
EMPLOYER ADDRESS: \_\_\_\_\_  
# OF YRS. EMPLOYED THERE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ YRS. OF EDUCATION: \_\_\_\_\_ # OF DEPENDENTS: \_\_\_\_\_  
.....

CO-PURCHASER'S NAME: \_\_\_\_\_ S.S.# \_\_\_\_\_  
BIRTH DATE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
EMPLOYER NAME: \_\_\_\_\_  
EMPLOYER ADDRESS: \_\_\_\_\_  
# OF YRS. EMPLOYED THERE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_ YRS. OF EDUCATION: \_\_\_\_\_ # OF DEPENDENTS: \_\_\_\_\_  
.....

**ANNUAL INCOME:**

1.	PURCHASER'S ANNUAL GROSS PAY	\$ _____
2.	CO-PURCHASER'S ANNUAL GROSS PAY	\$ _____
3.	AVERAGE ANNUAL OVERTIME, BONUS, COMMISSION, OR PART-TIME INCOME	\$ _____
4.	APPROXIMATE ANNUAL INCOME FROM INVESTMENTS	\$ _____
5.	APPROXIMATE ANNUAL PENSIONS/RETIREMENT INCOME	\$ _____
6.	OTHER ANNUAL INCOME	\$ _____

TOTAL ANNUAL INCOME: \$ \_\_\_\_\_

**ANNUAL EXPENSES/DEBTS:**

	BALANCE DUE	ANNUAL PAYMENT
1. AUTO LOANS	\$ _____	\$ _____
2. REVOLVING CREDIT	\$ _____	\$ _____
3. PERSONAL LOANS	\$ _____	\$ _____
4. ALIMONY/CHILD CARE	\$ _____	\$ _____
5. OTHER ANNUAL EXPENSES/DEBTS	\$ _____	\$ _____

TOTAL ANNUAL EXPENSES/DEBTS: \$ \_\_\_\_\_

**AVAILABLE FUNDS:**

1.	CHECKING ACCOUNT/SAVINGS ACCOUNT	\$ _____
2.	NET EQUITY IN HOME	\$ _____
3.	MUTUAL FUNDS, STOCKS, BONDS, IRAS, 401(K)S, ...	\$ _____
4.	OTHER AVAILABLE FUNDS	\$ _____

TOTAL AVAILABLE FUNDS: \$ \_\_\_\_\_

ARE FUNDS FROM THE SALE OF YOUR CURRENT RESIDENCE NECESSARY TO COMPLETE THIS TRANSACTION?  
YES \_\_\_\_\_ NO \_\_\_\_\_

ARE FUNDS FROM ANY OTHER SALE NECESSARY TO COMPLETE THIS TRANSACTION?  
YES \_\_\_\_\_ NO \_\_\_\_\_

ARE THERE ANY JUDGMENTS OR LAWSUITS PENDING AGAINST YOU?  
YES \_\_\_\_\_ NO \_\_\_\_\_

HAVE YOU EVER DECLARED BANKRUPTCY IN THE LAST SEVEN YEARS?  
YES \_\_\_\_\_ NO \_\_\_\_\_

**PURCHASER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE GETTYSBURG COMMUNITY, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ TO AGREEMENT OF PURCHASE  
(All Cash Purchaser)

Attached to and made a part of this Agreement dated \_\_\_\_\_, 20\_\_ on Unit \_\_\_\_ of The Courtyards At The Links At Gettysburg, A  
Planned Community, Gettysburg, Adams County, Pennsylvania between The Gettysburg Community, LLC, Seller, and  
\_\_\_\_\_, Purchaser.

Purchaser hereby agrees to finance the Total Lot Purchase and Construction Price ("Total Price") entirely from personal cash, Purchaser  
hereby agrees to deposit said Total Price funds in an interest-bearing escrow account with Seller's title company at the time of Settlement. Said title  
company shall disburse funds in accordance with the Draw Schedule in Item 2 of the Agreement of Purchase based upon Seller's representation to title  
company that the work for each draw request is substantially complete without notice or separate authorization from Purchaser.

\_\_\_\_\_  
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**PURCHASER(S):**

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

**THE GETTYSBURG COMMUNITY, LLC,**  
a Maryland limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

