
AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION

FOR

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101, et seq., as amended (the "Act"), and the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. § 3101, et seq., as amended (the "Condominium Act"),

Date: _____, 2005

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AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION

FOR

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

This Amended and Restated Declaration ("**Declaration**") is made as of this _____ day of _____, 2005 by THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company, and THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("**Realty**"), a Pennsylvania limited liability company (individually and collectively, "**Declarant**").

BACKGROUND

A. Declarant is the owner of certain parcels of real estate situate within Mount Joy Township, Adams County, Pennsylvania ("**Township**"), being more particularly described by metes and bounds on **Exhibit A** attached hereto ("**PGC Property**").

B. A portion of the PGC Property has been developed as an eighteen (18) hole golf course, including a club house and other improvements ("**Golf Course**" or "**Preserved Open Space**"). The Golf Course or the Preserved Open Space as presently constituted is described by metes and bounds on **Exhibit B** attached hereto.

C. On October 18, 2001, the Township granted conditional use approval for the use and development of the PGC Property as a planned golf community to be known as "The Links At Gettysburg Planned Golf Community" pursuant to the planned golf community provisions of the Township's zoning ordinance (the "**PGC Ordinance**").

D. From time to time, Declarant may desire to add land to The Links At Gettysburg Planned Golf Community, whether or not such land is situated within the Township, in accordance with the provisions of this Declaration. The Links At Gettysburg Planned Golf Community, as constituted from time to time, shall be referred to herein as the "**PGC**".

E. Section 110-70(C)(1)(k) of the PGC Ordinance requires that each owner of a dwelling unit and/or real property within the portion of the PGC Property situate within the Township shall be either a member of (i) a master association for the PGC or (ii) a homeowners association that is itself a member of the master association.

F. Declarant has created a planned community development known as The Courtyards At The Links At Gettysburg, A Planned Community ("**Courtyards Community**") in accordance with the provisions of the Act on certain parcels of land within the PGC Property. Such parcels are more particularly described in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("**Courtyards Declaration**"), which declaration was recorded on July 25, 2003, in Adams County Record Book 3211, Page 167.

G. Declarant intends, but shall have no obligation, to create additional planned communities and/or condominiums and/or a hotel/conference center ("**Hotel/ Conference Center**") and/or other permissible residential or commercial developments on other parcels of land within the PGC.

H. Pursuant to the requirements of the PGC Ordinance, a Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space was recorded on July 25, 2003, in Adams County Record Book 3211, Page 94 ("**Open Space Declaration**").

I. Declarant has created a master association for the PGC pursuant to the PGC Ordinance, the Act, and the Condominium Act, known as "The Links At Gettysburg Master Association" by recording a Declaration of Master Association for The Links At Gettysburg Planned Golf Community on July 25, 2003, in Adams County Record Book 3211, Page 126 ("**Existing Declaration**").

J. Declarant now wishes to amend and restate the Existing Declaration as set forth herein.

NOW, THEREFORE, with intent to be legally bound, Declarant agrees and covenants as follows:

ARTICLE I

DECLARATION; DEFINED TERMS

1.1 Declaration of Master Association. The Declarant hereby amends and restates in its entirety the Existing Declaration, pursuant to which, with respect to the PGC, a master association, organized as a Pennsylvania nonprofit corporation and known as the "The Links At Gettysburg Master Association" ("**Master Association**") has been created.

1.2. Defined Terms.

1.2.1. Capitalized terms not defined herein shall have the meaning ascribed to them by the Act or the Condominium Act, as appropriate.

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

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

(b) "**Builder**" means the builder of the dwellings located on the Units in the Courtyards Community and in any other PGC Community to the extent identified in the PGC Community declaration.

(c) **"Common Infrastructure Elements"** means certain facilities that jointly serve the Courtyards Community, other PGC Communities, and in some instances, the Golf Course and/or any Hotel/Conference Center; including, without limitation, the Open Space Recreation Area, PGC Trails, Entrance Signs, Community Amenities, and Clubhouse Drive.

(d) **"Common Infrastructure Expenses"** means expenditures made by or financial liabilities of the Master Association, together with any allocations to reserves, as more particularly described in Section 5.1 hereof.

(e) **"Community Amenities"** means certain real property and any improvements located thereon, located within the PGC, which are owned and operated by the Master Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise, including, at a minimum, a swimming pool, pool house and two (2) tennis courts. The Community Amenities are part of the Common Infrastructure Elements.

(f) **"Courtyards Association"** means The Courtyards Homeowners Association, which is the property owners association for the Courtyards Community.

(g) **"Executive Board"** means the Executive Board of the Master Association.

(h) **"First Settlement"** means the closing of the conveyance of the first Unit in the Courtyards Community to an Initial Third Party Purchaser.

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

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

(k) **"Maintenance"** means the maintenance, repair and replacement activities required with respect to any facility located in the PGC.

(l) **"Member"** means a member of the Master Association as provided in Section 2.1 hereof.

(m) **"NIDMA"** means a Neighborhood Improvement District Management Association, created in accordance with the NID Act, the purpose of which is to own the NIDMA Facilities and administer the Assessment District.

(n) **"NIDMA Facilities"** means certain public improvements, including, but not limited to, improvements constituting part of the Common Elements or the Common Infrastructure Elements, constructed within the

Assessment District, which are owned by a NIDMA and financed by Mount Joy Township through the issuance of municipal bonds secured solely by assessments levied on the owners of real property located within the Assessment District, including Unit Owners, and as described more particularly in Subsection 10.2.2 hereof.

(o) **"Open Space Recreation Area" or "OSRA"** means an outdoor recreation area of no less than one (1) acre that is expected to be located within the Preserved Open Space. The exact location of the OSRA (i) shall be approved by the Township, and the Master Association, and, if any portion of the OSRA shall be constructed within a PGC Community, the Property Owners Association of such PGC Community (ii) shall not be located on any Unit, (iii) shall not be located within the Golf Course without the written approval of the Golf Course Owner, and (iv) shall afford access to the OSRA that is good and adequate for its intended purposes.

(p) **"PGC Communities"** means the Courtyards Community and any other residential planned community or condominium located within the PGC.

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

(r) **"Property Owners Association"** means the property or unit owners association of any PGC Community organized pursuant to the Act or the Condominium Act to administer any planned community or condominium created within the PGC, including the Courtyards Association.

(s) **"Proportionate Interest"** means the share of Common Infrastructure Expenses assessed from time to time by the Master Association against each Unit in the PGC, as provided in Subsection 5.2.2 hereof.

(t) **"Security Interest"** means an interest in real property or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, land sales contract, and any other consensual lien or title retention contract intended as security for an obligation.

(u) **"Subdivision/Land Development Plan"** means all subdivision and land development plans for the PGC, now or hereafter existing, as the same may be amended or modified from time to time in accordance with applicable governmental requirements.

(v) **"Time Share Unit"** means a dwelling unit within the Hotel/Conference Center conveyed to one or more purchasers on a time share basis.

(w) **"Unit"** means a unit created within any PGC Community.

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

ARTICLE II

MEMBERSHIP AND VOTING

2.1. Members of the Master Association. The Members of the Master Association shall be:

2.1.1. the Declarant, or any successor declarant as designated in Section 5304 of the Act and/or Section 3304 of the Condominium Act;

2.1.2. the owner of the Preserved Open Space, or any successor owner of the Preserved Open Space;

2.1.3. every member of the Courtyards Association;

2.1.4. every member of any other Property Owners Association; and

2.1.5. the owner of the Hotel/Conference Center, if any.

2.2. Votes Held By Members. Each Member of the Master Association ("**Voting Member**") shall be entitled to one (1) vote with respect to any decision upon which Voting Members are entitled to vote.

ARTICLE III

GOVERNANCE

3.1. Bylaws. The Master Association shall be governed in accordance with:

3.1.1. the provisions of this Declaration,

3.1.2. the bylaws of the Master Association, as amended from time to time ("**Bylaws**"), and

3.1.3. the provisions of the Act and the Condominium Act relating to master associations.

3.2. Appointment or Election of Executive Board Members. The provisions of Section 5222(e)(4) of the Act and Section 3222(e)(4) of the Condominium Act shall apply to the election of members of the Executive Board, which shall be constituted as set forth below.

3.2.1. Initial Executive Board. The Executive Board shall initially have five (5) members, three (3) of whom shall be appointed by the Declarant, one (1) of whom shall be appointed by the owner of the Preserved Open Space, and one of whom shall be appointed by the declarant of the Courtyards Community to represent such community. The initial members of the Executive Board shall all be voting members (each, a **"Voting Board Member"**). Each additional PGC Community shall be entitled to have one Voting Board Member on the Executive Board. Each such PGC Community Voting Board Member shall initially be appointed by the declarant of the new PGC Community and later be elected to the Executive Board in accordance with Section 3.2.2 hereof. The three (3) initial Voting Board Members appointed by the Declarant, or their replacements as designated by the Declarant from time to time, shall each be entitled to three (3) votes with respect to any decision upon which Voting Board Members are entitled to vote. The Voting Board Member appointed by the owner of the Preserved Open Space and each voting Board Member appointed by a declarant of a PGC Community to represent such community or their successors appointed in accordance with Section 3.2.2 hereof shall be entitled to one (1) vote with respect to any decision upon which voting Board Members are entitled to vote. The Voting Board Members representing PGC Communities shall serve until replaced in accordance with Section 3.2.2 below. The Voting Board Member appointed by the owner of the Preserved Open Space shall serve at the discretion of such owner. The initial three (3) voting Board Members appointed by the Declarant (or their successors appointed by Declarant) shall serve at the discretion of the Declarant until such time as the Executive Board is reconstituted in accordance with Section 3.2.3 below.

3.2.2. Special Election.

(a) Executive Board Member Special Election: Planned Communities. The initial Voting Board Member representing a planned community created within the PGC appointed by the declarant of such planned community shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit in such planned community to a Unit Owner, or (ii) sixty (60) days after seventy-five percent (75%) of the Units which may be created in such planned community have been conveyed to Unit Owners other than the declarant of the community, or (iii) declarant control is otherwise terminated pursuant to Sections 5303(c)(3) or 5303(c)(4) of the Act, the Voting Board Member representing such planned community shall resign, and the executive board of the Property Owners Association for such planned community shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such planned community following the meeting at which he or she was elected or until replaced pursuant to Section 5303(f) of the Act.

(b) Executive Board Member Special Election: Condominiums. The initial Voting Board Member representing a condominium created within the PGC appointed by the declarant of such condominium shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the recording of the declaration creating such condominium, or (ii) one hundred eighty (180) days after seventy-

five percent (75%) of the units which may be constructed within the condominium have been conveyed to Unit Owners other than the declarant of the condominium, or (iii) declarant control is otherwise terminated pursuant to Section 3303(c) of the Condominium Act, the Voting Board Member representing such condominium shall resign, and the executive board of the Property Owners Association for such condominium shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such condominium following the meeting at which he or she was elected or until replaced pursuant to the provisions of the bylaws of the Property Owners Association of the condominium that govern the replacement of members of the executive board of the condominium.

3.2.3. Declarant Appointed Voting Board Members. At any time after the recording of this Declaration, and from time to time, Declarant may (i) replace one or more of the three (3) Voting Board Members appointed by the Declarant, or (ii) decrease the number of such Declarant-appointed Voting Board Members required to be on the Executive Board by a resolution that shall be filed in the minute book of the Master Association. At any time after the recording of this Declaration, but in no event later than the termination of declarant control of the Property Owners Association of the last residential condominium or planned community to be created within the PGC, Declarant shall cause all three (3) Declarant-appointed Voting Board Members (or the remaining number, if less than three) to resign, after which time the Executive Board shall be comprised of the Voting Board Member representing the owner of the Preserved Open Space and all Voting Board Members representing PGC Communities, if any. If any resigning board member is also an officer of the Master Association, then the Executive Board shall elect a successor officer pursuant to the provisions of the Bylaws of the Master Association, and such successor shall serve until the next annual election of officers of the Master Association.

ARTICLE IV

POWERS OF THE MASTER ASSOCIATION

4.1. In General. Subject to the provisions of this Declaration, the Master Association shall have all of the powers designated in Section 5302 of the Act and Section 3302 of the Condominium Act, including the power to assign its right to receive future income, including payments made on account of any assessment against any Unit for Common Infrastructure Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Infrastructure Elements may not be assigned or pledged.

4.2. Initial Powers and Responsibilities. The Master Association shall exercise the following powers and responsibilities with respect to the Maintenance of Common Infrastructure Elements:

4.2.1. Open Space Recreation Area. The Master Association shall be responsible for the Maintenance of the OSRA and any improvements thereto in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Courtyards Association and all other Property Owners Associations in accordance with Section 5.2 hereof.

4.2.2. PGC Trails. The Master Association shall reimburse Declarant or any successor owner of the Preserved Open Space for any and all costs reasonably incurred by the Declarant or any successor owner of the Preserved Open Space for the Maintenance of that portion of the PGC Trails located in the Preserved Open Space. Subject to Sections 6(d) and 7(b)(iii) of the Open Space Declaration, in addition, the Master Association shall be responsible for the Maintenance of those portions of the PGC Trails that are located within the boundaries of the PGC Communities. The Master Association shall assess the cost of such reimbursement and Maintenance against the members of the Courtyards Association, the members of all other Property Owners Association and the owner of the Hotel/Conference Center in accordance with Section 5.2 hereof.

4.2.3. Entrance Signs. The Master Association shall reimburse Declarant or any successor owner of the Golf Course for any and all costs reasonably incurred for the Maintenance of the entrance sign located at the intersection of Clubhouse Drive and Mason Dixon Road and any other jointly-used entrance sign for the PGC, together with any landscaping appurtenant thereto, in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Courtyards Association, the members of all other Property Owners Associations and the Golf Course Owner in accordance with Section 5.2 hereof.

4.2.4. Community Amenities. The Master Association shall be responsible for the operation and Maintenance of the Community Amenities. The Master Association shall have the power to collect an annual assessment from all Unit Owners in the PGC Communities, and if applicable, the owner of the Hotel/Conference Center, in accordance with Section 5.2 hereof. The amount of such annual assessment, which shall be a Common Infrastructure Expense and shall be payable on a monthly basis, shall be sufficient to fully fund the cost of operation and Maintenance of the Community Amenities.

4.2.5. Maintenance Reserves. The Master Association may make assessments against the Golf Course Owner, the Hotel/Conference Center owner, the members of the Courtyards Association, the members of all other Property Owners Associations for the creation of reserves for the future Maintenance of the Common Infrastructure Elements, in accordance with Section 5.2 hereof.

4.3. Delegation by Property Owners Association. The Master Association shall exercise any powers of the Courtyards Association or any other Property Owners Association delegated to it by the Courtyards Association or such other Property Owners Association pursuant to Section 5302(a)(18) of the Act or Section 3302(a)(18) of the Condominium Act, as applicable (each such power delegated a "**Delegated Power**"). Notwithstanding the foregoing, but subject to Subsection 4.4.2(a) hereof, the Master Association shall have the power to accept or reject any proposed delegation of power by

the Courtyards Association or any other Property Owners Association. The Delegated Powers of the Master Association shall be exercised in accordance with Section 5222(b) of the Act, Section 3222(b) of the Condominium Act, and all other laws applicable to the Courtyards Association and any other Property Owners Association.

4.4. Special Declarant Rights.

4.4.1. The declaration of each PGC Community shall contain a reservation by the declarant of such community of the Special Declarant Right to cause a planned community (or condominium) to be subject to a master association as defined in Section 5103 of the Act (or Section 3103 of the Condominium Act) and as permitted by Section 5205(13) of the Act (or Section 3205(13) of the Condominium Act). The declarant's right to cause a Property Owners Association to become subject to the Master Association shall be deemed exercised immediately upon the recording of the declaration of each PGC Community, and, in accordance with Section 5222(f)(1) of the Act (or Section 3222(f)(1) of the Condominium Act), the declaration of each PGC Community shall so provide. If the declaration of a PGC Community fails to so provide, it shall be deemed to so provide by virtue of being subject to this Declaration.

4.4.2. The Courtyards Declaration and each such other PGC Community declaration shall:

(a) identify the powers initially being assigned to the Master Association, which shall include those set forth in Section 4.2 hereof, and

(b) authorize the assignment of certain other powers and duties vested in the Property Owners Association to the Master Association.

4.4.3. The records of each Property Owners Association shall acknowledge the exercise of the declarant's Special Declarant Right to cause the PGC Community to become subject to the Master Association and shall also identify the powers and duties being assigned to and assumed by the Master Association.

4.5. Ownership of Community Amenities. Upon completion of construction of the swimming pool and pool house/community building, the Declarant shall cause the parcel of land upon which those facilities are located to be legally subdivided, and shall convey title to such subdivided parcel and the improvements located thereon, in fee simple, to the Master Association. Upon completion of the tennis courts, the Declarant shall cause the parcel of land upon which those facilities are located to be subdivided and conveyed to the Master Association in the same manner. Upon such conveyance, any remaining balance in the CAM Fund, as defined herein, shall be disposed of in accordance with the provisions of Subsection 10.1.1 hereof.

4.6. Conveyance or Encumbrance of Common Infrastructure Elements. Provided that Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Master Association, including eighty percent (80%) of the votes allocated to Units not owned by the declarant of any PGC Community and the Builder, agree, then portions of the Common

Infrastructure Elements owned by the Master Association may be conveyed or subjected to a Security Interest by the Master Association. Any conveyance or encumbrance of such Common Infrastructure Elements by the Master Association shall be effected in strict accordance with Section 5318 of the Act and Section 3318 of the Condominium Act.

4.7. Judgments Against the Master Association. Any creditor of the Master Association pursuant to a Security Interest obtained under Section 4.6 hereof shall exercise its rights against the Common Infrastructure Elements owned by the Master Association before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Master Association, upon perfection as a lien on real property, shall not be a lien on the Common Infrastructure Elements, but shall constitute a lien against all of the Units in the PGC Communities at the time the judgment was entered. In no event shall any such judgment for money against the Master Association, upon perfection as a lien, constitute a lien on any real property located within the PGC other than a Unit or a Common Infrastructure Element owned by the Master Association. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act or Section 3319(c) of the Condominium Act, as applicable. After payment, the Master Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Infrastructure Expense incurred in connection with that lien. Similarly, the Master Association may not assess or have a lien against any real property located within the PGC other than a Unit for any portion of the Common Infrastructure Expense incurred in connection with that lien. A judgment indexed against the Master Association must be indexed against all PGC Communities and the Master Association, and when so indexed, shall constitute notice of the lien against the Units.

4.8. Master Association Records. The Master Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Master Association and assessments made by the Master Association under Sections 4.2, and Article V hereof. The Master Association shall keep financial records sufficiently detailed to comply with Section 5407 of the Act and Section 3407 of the Condominium Act. All financial and other records shall be made reasonably available for examination by any Member of the Master Association and his authorized agents.

ARTICLE V

ASSESSMENT AND COLLECTION OF COMMON INFRASTRUCTURE EXPENSES

5.1. Definition of Common Infrastructure Expenses. Common Infrastructure Expenses include the following:

5.1.1. Expenses of operation, administration and Maintenance of the Common Infrastructure Elements;

5.1.2. Expenses declared to be Common Infrastructure Expenses by this Declaration, the Act or the Condominium Act;

5.1.3. Expenses agreed to be Common Infrastructure Expenses by the Executive Board; and

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

5.2. Apportionment of Common Infrastructure Expenses.

5.2.1. Responsibility for Common Infrastructure Expenses. Common Infrastructure Expenses shall be shared among the members of the Courtyards Association, the members of all other Property Owners Associations, the Golf Course Owner, and the owner of the Hotel/Conference Center, as follows:

(a) OSRA. Common Infrastructure Expenses relating to the OSRA shall be the responsibility of the Unit Owners.

(b) PGC Trails. Common Infrastructure Expenses relating to the PGC Trails shall be shared by the Unit Owners and the owner of the Hotel/Conference Center. The share to be paid by the owner of the Hotel/Conference Center shall be calculated by converting a fraction to a decimal number, the numerator of which fraction shall be one-half (1/2) the total number of hotel rooms, including Time Share Units, if any, in the Hotel/Conference Center, and the denominator of which fraction shall be the sum of (i) the total number of planned community or condominium units in the PGC, and (ii) one-half (1/2) the total number of hotel rooms, including Time Share Units, if any, in the Hotel/Conference Center. The Unit Owners shall be responsible for the remaining share. A Time Share Unit shall, for purposes of the aforementioned calculation, be counted as one (1) room, regardless of the number of shares into which such Time Share Unit has been divided.

(c) Entrance Signs. Common Infrastructure Expenses relating to the entrance signs for the PGC shall be shared by the Unit Owners and the Golf Course Owner. The share to be paid by the Golf Course Owner shall be fifty percent (50%). The Unit Owners shall be responsible for the remaining fifty percent (50%) share.

(d) Community Amenities. Subject to the provisions of Subsection 10.1.2 hereof, the Common Infrastructure Expenses relating to the Community Amenities shall be the responsibility of the Unit Owners.

(e) Clubhouse Drive. The Golf Course Owner shall be responsible for the Maintenance of Clubhouse Drive and any landscaping appurtenant thereto for the two (2) year period beginning on the date of the First

Settlement and ending on the second anniversary thereof. Thereafter, the cost of such Maintenance shall be shared by the Unit Owners and the Golf Course Owner. The share to be paid by the Golf Course Owner shall be fifty percent (50%). The Unit Owners shall be responsible for the remaining fifty percent (50%) share, which shall constitute a Common Infrastructure Expense.

(f) Other Common Infrastructure Elements. Common Infrastructure Expenses relating to any other Common Infrastructure Elements that serve the PGC as a whole shall be shared by the Unit Owners, the Golf Course Owner and the owner of the Hotel/Conference Center. In such a case, the share of the Hotel/Conference Center owner shall be determined in the manner described in Subsection 5.2.1(b) hereof, and the share of the Golf Course Owner shall be equal to that of the Hotel/Conference Center owner. The division of Common Infrastructure Expenses relating to Common Infrastructure Elements that serve the PGC Communities and either the Golf Course or the Hotel/Conference Center, but not both, shall be determined by the Executive Board in an equitable manner that takes into account the usage of such facilities by the Unit Owners and the users of the Golf Course or the Hotel/Conference Center.

5.2.2 Proportionate Interests of Unit Owners. The share of Common Infrastructure Expenses payable by Unit Owners shall be assessed against all Units in the PGC in accordance with their Proportionate Interests. The Proportionate Interest of each Unit shall be calculated by converting a fraction to a decimal number, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of planned community or condominium units in the PGC.

5.3. Lien.

5.3.1. The Master Association has a statutory lien on a Unit for (i) any assessment levied against that Unit, and (ii) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes delinquent. Fees, including late fees, fines, attorneys' fees, recording fees and interest charged pursuant to this Declaration, the Act or the Condominium Act are enforceable as assessments under this Section 5.3.1. If the assessment is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

5.3.2. Any lien for delinquent Common Infrastructure Expense assessments or other charges that the Master Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments, or to a judgment obtained for obligations secured by any such mortgage.

5.3.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 5.3 is required.

5.3.4. A lien for unpaid assessments, late fees or fines is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments, late fees or fines become payable; provided, that if an Owner of a Unit subject to a lien under this Section 5.3 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

5.3.5. This Section 5.3 does not (i) prohibit actions to recover sums for which Subsection 5.3.1. creates a lien or (ii) prohibit the Master Association from taking a deed in lieu of foreclosure.

5.3.6. A judgment or decree in any action brought under this Section 5.3 shall include costs and reasonable attorney's fees for the prevailing party.

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

5.3.8. If a holder of a first or second Security Interest in a Unit forecloses that Security Interest, the purchaser at the foreclosure sale is not liable for any unpaid assessments against that Unit which became due before the sale, other than the assessments which are prior to that Security Interest in accordance with the provisions of the Act or the Condominium Act, as applicable. Any unpaid assessments not satisfied from the proceeds of sale become Common Infrastructure Expenses collectible from all the Unit Owners, including the purchaser.

5.3.9. Any payments received by the Master Association in the discharge of a Unit Owner's obligation shall be applied in accordance with Section 5315(i) of the Act and Section 3315(h) of the Condominium Act.

5.3.10. Any fees, including attorneys' fees, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 5302(a)(10), (11) and (12) of the Act or Sections 3302(a)(10), (11) and (12) of the Condominium Act, shall be subordinate to the lien of a Security Interest on a Unit.

5.3.11. Notwithstanding any provision of this Section 5.3, the share of any Common Infrastructure Expense assessment or special assessment allocated to any owner of real property other than a Unit or Units within the PGC shall not give rise to or constitute a lien within the meaning of the Act or the Condominium Act. The Common Infrastructure Expense assessments and special assessments allocated to such non-Unit real property owners are contractual obligations of those property owners, and the Master Association shall have the right to enforce such obligations by instituting legal proceedings or by any other action at law or in equity. In no event shall any non-Unit real property owner

have any responsibility for payment of, or liability relating to, any portion of any Common Infrastructure Expense assessment or special assessment, other than the portion of such assessment specifically allocated to such non-Unit real property owner.

5.4. Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the PGC by the Executive Board, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all Members. Unless a majority of all Voting Members vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval of such by the Executive Board, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Voting Members shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 5.4, Section 5303(b) of the Act or Section 3303(b) of the Condominium Act.

5.5. Adoption of Non-Budgeted Common Infrastructure Expense Assessments. If the Executive Board votes to levy a Common Infrastructure Expense assessment not included in the current budget, the Executive Board shall immediately submit a copy or summary of such Common Infrastructure Expenses to the Members and such Common Infrastructure Expenses shall be subject to rejection in the same manner as a budget under Section 5.4 hereof. Notwithstanding the foregoing, the Voting Members shall not have the power to reject the imposition of Common Infrastructure Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

5.6. Certificate of Payment of Common Infrastructure Expense Assessments. On written request, the Master Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act or Section 3315(g) of the Condominium Act, as applicable, and any credits of surplus in favor of his or her Unit pursuant to Section 5313 of the Act or Section 3313 of the Condominium Act, as applicable. Similarly, the Master Association shall furnish upon written request to a non-Unit owner of real property in the PGC a statement in recordable form setting forth the amount of unpaid assessments currently levied against his property pursuant to this Declaration, as well as any credits of surplus in favor of his property. The statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Master Association, the Executive Board and every Unit Owner or non-Unit real property owner.

5.7. Frequency of Payment of Common Infrastructure Expenses. All Common Infrastructure Expenses assessed under Section 5.2 hereof shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Non-budgeted Common Infrastructure Expense assessments authorized by Section 5.5 hereof shall be due and payable in one or more installments at such times determined to be advisable by the Executive Board.

5.8. Acceleration of Common Infrastructure Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner or non-Unit real property owner in

the payment of any Common Infrastructure Expense assessment levied against his or her Unit or other non-Unit real property, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

5.9. Commencement of Common Infrastructure Expense Assessments. Common Infrastructure Expense assessments shall begin as of the date of the First Settlement. Notwithstanding the foregoing, the Declarant may elect to delay the commencement of Common Infrastructure Expense assessments until a date later than the First Settlement, provided that Declarant shall be solely responsible for all Master Association expenses prior to such commencement.

5.10. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Infrastructure Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

5.11. No Waiver of Liability for Common Infrastructure Expenses. No Unit Owner or non-Unit real property owner may exempt himself or herself from liability for payment of the Common Infrastructure Expenses by waiver of the use or enjoyment of the Common Infrastructure Elements or by abandonment of the Unit or non-Unit real property against which the assessments are made.

5.12. Surplus Funds. Any excess amounts accumulated from Common Infrastructure Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for such assessments or reserves, shall be credited to the Units, the Golf Course, the Hotel/Conference Center and any other parcel of real property in the PGC in accordance with Section 5.2 hereof. The portion of such excess that is to be credited to the Units shall be allocated to each Unit in accordance with Subsection 5.2.2 hereof and Section 5313 of the Act or Section 3313 of the Condominium Act, as appropriate, and shall be applied to subsequent assessments against each such Unit until exhausted.

ARTICLE VI

EASEMENTS

6.1. Additional Easements. In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5218 and 5302(a)(9) of the Act, and Sections 3216, 3218 and 3302(a)(9) of the Condominium Act, the following additional easements are hereby created:

6.1.1. Utility Easements. Any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including

Mount Joy Township and municipal and sewer authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the PGC. The easements created in this Subsection 6.1.1 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on such Common Infrastructure Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.1, unless approved in writing by the Executive Board, any such easement shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of such Common Infrastructure Elements by the Declarant to the Master Association or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of such Common Infrastructure Elements by the Members.

6.1.2. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, not improved with buildings or other structures for the purpose of constructing, maintaining, replacing and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The Declarant further reserves the right to grant or assign such easements to appropriate persons, parties or entities, including without limitation, a NIDMA. The easement created by this Subsection 6.1.2 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

6.1.3. Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the PGC, the Declarant reserves unto itself, its agents, employees and contractors, the right to enter onto any Common Infrastructure Elements owned by the Master Association, including the Community Amenities, as is reasonably necessary to facilitate the Declarant's construction, repair or replacement activities, provided however that the Declarant shall take reasonable steps to minimize any interference with the Members' use of the Common Infrastructure Elements and shall promptly repair any damage to a Common Infrastructure Element resulting from the Declarant's exercise of its rights pursuant to this Subsection 6.1.3.

6.1.4. Open Space Declaration. A system of walking trails is presently planned to run throughout the Preserved Open Space, including the Golf Course. Pursuant to the Open Space Declaration, the Declarant has granted to the Unit Owners and the residents of the PGC (1) the right to use those portions of these trails that may be located upon the Preserved Open Space, and (2) the right to use the OSRA for normal and appropriate recreational purposes, all subject to reasonable rules and regulations as described in the Open Space Declaration.

6.1.5. NIDMA Easement. The Master Association shall be obligated to grant easements over the Common Infrastructure Elements to a NIDMA as required by

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

6.1.6. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to grant, sell and convey easements across portions of the PGC not part of a PGC Community or the Preserved Open Space, for the purpose of benefiting any tract of land adjacent to or near the PGC. Without limiting the generality of the preceding sentence, the Declarant may subject the PGC to storm water and detention pond easements to be used by or jointly with adjoining properties.

6.1.7. Declarant's Easement for Development of Other Real Estate. The Declarant reserves an easement on, over and under the Common Infrastructure Elements not improved with buildings or other structures for all purposes relating to the construction, development, leasing and sale of improvements on any other real estate owned by Declarant. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs.

6.1.8. Easement for Encroachments. To the extent that any Unit in a PGC Community or any portion of the Common Infrastructure Elements encroaches upon the other because of the construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its maintenance shall exist, provided that the physical boundaries of such Unit after construction, reconstruction or repair will be in substantial accord with the descriptions thereof set forth in the declaration creating the PGC Community of which it is a part. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve the Unit Owner of liability in the case of willful misconduct nor the declarant of the PGC Community of which the Unit is a part, nor the Declarant, or their agents, of liability for failure to comply with the declaration plats and plans or the Subdivision/Land Development Plan, as the case may be.

6.1.9 Easements to Benefit the Preserved Open Space. Those portions of the PGC not within the Preserved Open Space but adjoining the Preserved Open Space, as constituted from time to time (the "Golf Ball Easement Areas"), are hereby made subject to an easement permitting golf balls unintentionally to come upon the Golf Ball Easement Areas. Golfers shall not be permitted to retrieve errant golf balls from the Golf Ball Easement Areas.

ARTICLE VII

LIMITATION OF LIABILITY

7.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a

member of the Executive Board shall not be personally liable for monetary damages for any action taken, or any failure to take any action, by the Executive Board.

7.2. Indemnification of Members of the Executive Board and Officers of the Master Association.

7.2.1. Third Party Actions. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Master Association) by reason of the fact that the person is or was an Executive Board member or officer of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

7.2.2. Derivative Actions. The Master Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that the person is or was an Executive Board member or officer of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action or suit by or in the right of the Master Association.

7.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 7.2.1 and 7.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

7.2.4. Expenses Advanced. The Master Association shall advance expenses incurred by an Executive Board member or officer of the Master Association who is entitled to be indemnified pursuant to the provisions of this Section 7.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Master Association.

7.2.5. Indemnification of Other Persons. The Master Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board, (i) indemnify any person who neither is nor was an Executive Board member or officer of the Master Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Master Association), by reason of the fact that the person is or was a representative of the Master Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection

with such threatened, pending or completed action, suit or proceeding and (ii) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Master Association.

ARTICLE VIII

INSURANCE

8.1. Coverage. Commencing no later than the date of the First Settlement, and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 8.2 and 8.3 and in accordance with the provisions of Section 5312 of the Act and Section 3312 of the Condominium Act. Any property or comprehensive general liability insurance carried by the Master Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Members at their respective last known addresses.

8.2. Property Insurance. The Master Association shall obtain and maintain property insurance insuring (i) all Common Infrastructure Elements, including all fixtures, equipment and any improvements and betterments, but excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies, and (ii) all personal property owned by the Master Association, in an amount equal to one hundred percent (100%) of their replacement cost at the time the insurance is purchased and at each renewal date, except that personal property shall be insured for an amount equal to its actual cash value, or as may be required to be maintained by the Master Association by Section 5312 of the Act or Section 3312 of the Condominium Act.

8.3. Liability Insurance. The Master Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or Maintenance of the Common Infrastructure Elements. The policy shall name the Master Association's managing agent ("**Manager**") and the NIDMA as additional insured parties.

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

8.4.1. Each Member is an insured person under the policy with respect to liability arising out of his membership in the Master Association.

8.4.2. The insurer waives its rights to subrogation under the policy against any Member or member of his household.

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

8.4.4. If, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same risk covered by the policy, the Master Association's policy shall provide primary insurance.

8.4.5. The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Master Association, each Member, the NIDMA and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

8.5. Fidelity Bonds. The Master Association may maintain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Master Association, whether or not he receives compensation for his services. The bond shall name the Master Association as obligee and shall cover the maximum funds that will be in the custody of the Master Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' Common Infrastructure Expense assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Master Association before the bond can be canceled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

8.6. Workers' Compensation Insurance. The Master Association shall obtain and maintain Workers' Compensation Insurance to the extent required by the laws of the Commonwealth of Pennsylvania.

8.7. Indemnification Insurance. The Master Association shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 7.2 hereof, if and to the extent available at a reasonable cost.

8.8. Other Insurance. The Master Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers appropriate to protect the Master Association or the Members.

8.9. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Master Association shall be a Common Infrastructure Expense.

ARTICLE IX

DAMAGE TO OR DESTRUCTION OF PROPERTY

9.1. Master Association's Duty to Restore. Any Common Infrastructure Element for which insurance is required to be maintained by the Master Association under Section 5312 of the Act, Section 3312 of the Condominium Act or this Declaration, or for which insurance carried by the Master Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Master Association in accordance with Section 5312 of the Act and Section 3312 of the Condominium Act.

9.1.1. Cost. The cost of repair or replacement in excess of insurance proceeds with respect to losses for which insurance is required to be maintained by the Master Association by Section 5312 of the Act, Section 3312 of the Condominium Act or this Declaration shall be a Common Infrastructure Expense.

9.1.2. Plans. The Common Infrastructure Elements shall be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the PGC and which have been approved by the Executive Board and Mount Joy Township.

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

9.1.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Master Association, shall hold any proceeds from insurance maintained by the Master Association in trust for the Master Association, Members and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act and Section 3312(g)(1) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Common Infrastructure Elements, and the Master Association, Members and lien holders shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus after the Common Infrastructure Elements have been completely repaired or restored, or the PGC is terminated.

9.1.5. Certificates by the Executive Board. A trustee, if any, may rely on the following certifications in writing made by the Executive Board:

(a) Whether or not damaged or destroyed property is to be repaired or restored;

(b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

9.1.6. Certificates by Attorneys. If payments are to be made to Members, the Executive Board, and the trustee, if any, shall obtain and may rely on an

attorney's certificate of title or a title insurance certificate based on a search of the land records of Adams County, Pennsylvania, from the date of the recording of the declaration of the first PGC Community stating the names of the Unit Owners, the names of owners of any non-Unit real property within the PGC, and the holders of any mortgages upon the Units and/or non-Unit real property.

ARTICLE X

COMMUNITY AMENITIES; NEIGHBORHOOD IMPROVEMENT DISTRICT

10.1. Community Amenities. The Declarant shall construct within the PGC certain amenities to include, at a minimum, a swimming pool, a pool house with restrooms, and two (2) tennis courts. Upon completion of construction, the Declarant shall convey title to the parcel(s) upon which the Community Amenities are located together with any and all improvements located thereon, in fee simple, to the Master Association, except that the pool house and the land upon which the pool house is located shall remain part of the Preserved Open Space. Contemporaneously with the conveyance of the Community Amenities parcel(s) to the Master Association, the Declarant shall enter into an agreement with the Master Association providing, *inter alia*, for a perpetual, non-exclusive easement in favor of the Master Association, its members, and their invited guests, for use of the mechanical room(s) serving the swimming pool and the restrooms and other facilities located on the ground floor of the pool house.

10.1.1. Community Amenities Membership Fund. The Declarant shall create a "Community Amenities Membership Fund" ("**CAM Fund**"), the purpose of which is to defray the cost of building the Community Amenities, and which may also be used by the Declarant to defray the cost of construction of the PGC Trails and the OSRA. The CAM Fund shall be funded by means of a contribution in an amount not less than Three Thousand Dollars (\$3,000.00) to be determined by Declarant and set forth in the Declaration which creates each PGC Community based upon market conditions and other relevant factors, to be paid by the Initial Third Party Purchaser of each Unit in any PGC Community at the closing for that Unit. Such contribution shall also constitute a mandatory prepayment by each Initial Third Party Purchaser of annual assessments with respect to the Community Amenities for the three (3) year period described in Subsection 10.1.4 hereof. Such contribution shall not vest the Initial Third Party Purchaser with any property right, ownership interest or other right, title or interest in the Community Amenities. Subsequent purchasers of such Unit shall be permitted to use the Community Amenities, subject to payment of annual assessments with respect to the Community Amenities and compliance with such reasonable rules and regulations as the Master Association shall promulgate. The Declarant shall begin construction of the Community Amenities no later than the closing date of the eightieth (80th) Unit sale in the Courtyards Community, and construction shall be completed no later than ten (10) months thereafter. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account and shall be held in escrow until construction of the Community Amenities begins, except that the Declarant may draw upon the CAM Fund for the purpose of funding construction of the PGC Trails and the OSRA at any time after the First Settlement. Except as set forth below, no

contributor to the CAM Fund shall be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of his Unit or otherwise. Notwithstanding the foregoing sentence, if the Declarant shall determine that the Community Amenities are not to be built because he believes, on the basis of the best available information, that fewer than eighty (80) Units in the Courtyards Community will be sold, then the balance of the CAM Fund (including interest and after deduction of amounts used for construction of the PGC Trails and the OSRA, if any) shall be refunded by the Declarant to each contributor to the CAM Fund on a pro rata basis at his or her last known address. Upon completion of the Community Amenities the balance remaining in the CAM Fund, if any, shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities; provided, however, that if at such time construction of the PGC Trails and/or the OSRA has not been completed, the Declarant shall be entitled to use such remaining balance to fund construction of the PGC Trails and/or the OSRA. If after completion of the PGC Trails and the OSRA there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

10.1.2. Use by Hotel/Conference Center. Although the Hotel/Conference Center, if constructed, is expected to have its own swimming and tennis facilities, the Declarant expressly reserves the right to permit use of the Community Amenities by guests of the Hotel/Conference Center and owners of Time Share Units located in the Hotel/Conference Center, if any, subject to such reasonable rules and regulations as the Master Association shall promulgate. However, in the event that the aforementioned reserved right is exercised, the owner of the Hotel/Conference Center shall reimburse the Master Association for a portion of the annual operating and Maintenance costs of the Community Amenities. The share to be paid by the owner of the Hotel/Conference Center shall be calculated in the same manner as described in Subsection 5.2.1(b) hereof.

10.1.3. Use by Golf Course Members, the General Public and the Declarant. The Declarant reserves the following rights:

(a) To permit use of the Community Amenities by members of the Golf Course, subject to (i) the payment of the then-current annual membership fee as determined by the Executive Board from time to time. The present annual membership fee is Seven Hundred Fifty Dollars (\$750.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities established by the Master Association, and (iii) the Master Association's right to review such use of the Community Amenities annually, and, after such review, to terminate such use in its sole discretion.

(b) To permit use of the Community Amenities by members of the public, subject, however, to (i) payment of an annual membership fee to be determined by the Executive Board from time to time. The present annual membership fee for members of the public is One Thousand Five Hundred Dollars (\$1,500.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) the Master Association's right to review such use of the

Community Amenities annually and, after such review, to terminate such use in its sole discretion.

(c) To permit rental of meeting rooms in the Community Center to members of the general public for special events, pursuant to rules and a fee schedule established by the Executive Board of the Master Association.

The intention of the Declarant in reserving the foregoing rights is to minimize the annual membership fees and Common Infrastructure Expenses with respect to the Community Amenities charged to Unit Owners by providing other sources of income for the Community Amenities. However, income from membership fees charged to non-Unit Owners and other sources shall not be permitted to cause the Master Association to lose its "Homeowners Association" status within the meaning of the Internal Revenue Code.

10.1.4. Annual Assessments. Contribution to the CAM Fund shall entitle each Initial Third Party Purchaser to three (3) consecutive years' use of the Community Amenities, commencing on the later of the date on which the swimming pool and pool house/community building are opened for use (i.e., June 10, 2005) or the closing date with respect to the Initial Third Party Purchaser's Unit. Thereafter, each Initial Third Party Purchaser shall be entitled to use the Community Amenities upon payment of an annual assessment to be determined by the Master Association. This annual assessment, which shall be a Common Infrastructure Expense, shall be levied against each Unit by the Master Association and shall be payable in accordance with Section 5.7 hereof. This assessment shall be equal to the Unit's share of the costs of operation and Maintenance of the Community Amenities, as determined pursuant to Section 5.2 hereof. Subsequent Unit purchasers will also be entitled to use the Community Amenities upon payment of the aforesaid annual assessment in the same manner. No Unit Owner in the PGC shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities.

10.2. Neighborhood Improvement District.

10.2.1. Financing; Assessments. Certain public improvements built on the PGC Property will be financed by Mount Joy Township through an Assessment District created under the NID Act, which authorizes Mount Joy Township to issue municipal bonds ("**NID Bonds**"), in multiple series, secured solely by assessments levied against the owners of real property, including Unit Owners, in the Assessment District. The Assessment District's geographic boundaries are presently coincident with the perimeter of the PGC Property, as defined herein, excluding the Golf Course but including the PGC Trails and the OSRA. The assessments shall be levied in a manner consistent with the provisions of the NID Act in order to amortize each series of NID Bonds over their term, which is presently expected to be 30 years. A NIDMA created under the NID Act will administer the Assessment District and take title to the public improvements located therein.

10.2.2. NIDMA Facilities. The public improvements may include, but are not limited to, the PGC Trails, the OSRA, a bridge over Lousy Run, widening of Mason Dixon Road, an underpass under Mason Dixon Road for golf carts and pedestrians

(required by Mount Joy Township as a condition to its approval of the PGC), storm water management facilities, and certain infrastructure improvements serving the Courtyards Community (including reconstruction of Clubhouse Drive), all of which are located within the Assessment District. The proceeds of the NID Bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs. Ongoing Maintenance of those NIDMA Facilities jointly used by the PGC Communities, the Golf Course, and/or the Hotel/Conference Center, is expected to be performed by the Master Association under contract with the NIDMA ("**Maintenance Agreement**") and financed through Common Infrastructure Expense assessments levied against each Member by the Master Association.

10.2.3. Ownership of NIDMA Facilities. Ownership of those NIDMA Facilities jointly used by the PGC Communities, the Golf Course, and/or the Hotel/Conference Center, and the real estate upon which they are located, shall be as follows:

(a) The owner of the real estate upon which the NIDMA Facilities are located will grant easements to the NIDMA for the purpose of ownership, installation, operation and Maintenance of the NIDMA Facilities.

(b) The NIDMA will own the NIDMA Facilities for the term of the series of NID Bonds issued to finance the construction of such NIDMA Facilities, and the grantor of the aforementioned easements will continue to own fee simple title to the real estate upon which the NIDMA Facilities are located.

(c) Upon the retirement of each series of NID Bonds, ownership of the NIDMA Facilities financed through the issuance of that series of NID Bonds shall revert automatically to the owner of the fee simple title to the real estate upon which the NIDMA Facilities are located, except, however, that ownership of the improvements to Mason Dixon Road shall revert to PennDOT.

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

ARTICLE XI

SUBORDINATION

11.1. Subordination. The provisions of this Declaration are subject and subordinate to the provisions of the Open Space Declaration.

ARTICLE XII

EXPANSION OR CONTRACTION OF THE PGC

12.1. Expansion or Contraction of the PGC. Declarant, or a successor declarant, shall have the right, in its discretion, to expand or contract the PGC from time to time in accordance with the Subdivision/Land Development Plan and other governmental requirements. The PGC may be expanded to include land situated outside of the Township.

12.2. PGC Communities. Upon the recording of a declaration by an Approved Declarant (as defined below) creating a PGC Community (an "Approved Declaration"), all land not described on Exhibit A to this Declaration that is submitted to the provisions of the Act or the Condominium Act pursuant to such Approved Declaration, shall, without further action on the part of Declarant or the Approved Declarant, become a part of the PGC and subject to this Declaration. Any Withdrawable Real Estate withdrawn from such PGC Community by the amendment of the Approved Declaration creating such community, may be removed from the PGC and made not subject to this Declaration until/unless such land again becomes a part of a PGC Community or otherwise again becomes a part of the PGC. Any Additional Real Estate identified in an Approved Declaration that is not described on Exhibit A to this Declaration shall automatically become a part of the PGC and subject to this Declaration when added to such PGC Community by the recording of an amendment to the Approved Declaration that created the PGC Community. An Approved Declarant shall be the Declarant, or a declarant approved by Declarant, as evidenced by a consent and acknowledgement of Approved Declarant status signed by Realty.

12.3. Amendment to Declaration. From and after the Effective Date, the recording of an Approved Declaration pursuant to, and in accordance with, the provisions of Section 4.4 hereof and this Article XII shall serve to effect the expansion of the PGC, and no amendment to this Declaration shall be required to make such expansion effective.

ARTICLE XIII

AMENDMENT OF DECLARATION AND BYLAWS

13.1. Amendment of Declaration.

13.1.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights or by the Master Association pursuant to Section 5219(f) of the Act and Section 3219(f) of the Condominium Act (both relating to technical corrections) or other provisions of the Act, the Condominium Act or this Declaration, this Declaration may be amended only by vote or agreement of sixty-seven percent (67%) of the Voting Members of the Master Association.

13.1.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Master Association pursuant to this Section 13.1 may be brought more than one year after the amendment is recorded.

13.1.3. Execution of Amendments. Amendments to this Declaration required by the Act or the Condominium Act to be recorded by the Master Association, adopted in accordance with this Declaration and the Act or the Condominium Act, as applicable, shall be prepared, executed, recorded and certified on behalf of the Master Association by any officer of the Master Association designated for that purpose or, in the absence of designation, by the president of the Master Association.

13.1.4. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania.

13.1.5. Joinder of Affected Owner(s). Notwithstanding anything to the contrary contained herein, any amendment to this Declaration that would affect the Preserved Open Space or any other portion of the PGC that is not part of a PGC Community (the owner of each, an "**Affected Owner**"), shall require the written consent of, and execution of such amendment by, each Affected Owner. Such consent may be withheld by each Affected Owner in its sole discretion, and such amendment shall be ineffective as to the Affected Owner's property without such consent and execution of the amendment. Any amendment to this Declaration that would affect the use of, or involve the subdivision and nonrecreational development of, the Preserved Open Space, shall require the written consent of Mount Joy Township.

13.1.6 Special Declarant Rights. Provisions in this Declaration creating or reserving unto Declarant Special Declarant Rights may not be amended without the written consent of the Declarant.

13.1.7 Consent of Holders of Security Interests. No amendment of any material provision of this Declaration shall be effective without notice to all holders of a Security Interest in any real estate owned in fee by the Master Association, given in accordance with the requirements of Section 5221(b) of the Act and/or Section 3221(b) of the Condominium Act, and the consent of fifty-one percent (51%) of such holders of a Security Interest, or deemed consent pursuant to 5221(b) of the Act and/or Section 3221(b) of the Condominium Act.

13.2. Amendment of Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the votes eligible to be cast by the Voting Board Members, following Notice and Comment to all Members of the Master Association, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration pursuant to Section 5219(f) of the Act and Section 3219(f) of the Condominium Act. Notwithstanding the foregoing, the Bylaws shall be amended immediately following the Effective Date solely for the purpose of conforming the provisions of the Bylaws with the provisions of this Declaration.

ARTICLE XIV

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

14.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws, whenever the Bylaws or this Declaration require that an action be taken after "Notice and Comment" or at any other time the Executive Board determines, the Members have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Member in writing and shall be delivered personally or by mail to all Members at such address as appears in the records of the Master Association, or published in a newsletter or similar publication that is routinely circulated to all Members. The notice shall be given not less than five (5) days before the proposed action is to be taken.

14.2. Right to Notice and Hearing. Whenever the Bylaws or this Declaration require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board) shall give written notice of the proposed action to all Members or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

14.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE XV

MISCELLANEOUS

15.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for operation of the PGC. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

15.2. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such

deletion shall destroy the uniform plan for operation of the PGC that this Declaration is intended to create.

15.3. Courtyards Declaration. To the extent of any conflict between the provisions of this Declaration and the Courtyards Declaration, the provisions of this Declaration shall control and the provision(s) of the Courtyards Declaration are amended to conform with this Declaration.

15.4. Successor and Assigns. The terms and covenants set forth in this Declaration shall be binding upon, and shall inure to the benefit of, Declarant, its successors and assigns and all other Members of the Master Association.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have consented to and caused this Declaration to be executed as of the Effective Date.

DECLARANT:

THE LINKS AT GETTYSBURG, L.L.C.

By: _____
Richard A. Klein, President

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

By: _____
Richard A. Klein, Managing Member

MASTER ASSOCIATION:

THE LINKS AT GETTYSBURG MASTER
ASSOCIATION

By: _____
Name: Richard A. Klein
Title: President

Owner of Preserved Open Space:
THE LINKS AT GETTYSBURG, L.L.C.

By: _____
Richard A. Klein, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on line of lands now or formerly of Stanley R. 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 part, the same property which Eileen M. Hill, widow, by deed dated March 21, 1997 and recorded in Adams County Record Book 1410, Page 0003, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

BEING, as to the remaining part, the same property which Colleen Martin, single, and Kenneth E. Baker, single, by deed dated November 16, 1998 and recorded in Adams County Record Book 1703, Page 306, granted and conveyed unto Richard A. Klein and Bonni L. Klein, husband and wife.

AND The Links At Gettysburg, L.L.C. entered into an unrecorded Option Agreement dated June 29, 2001 with Richard A. Klein, who assigned all of his right, title and interest in and to the Option Agreement to The Links At Gettysburg Realty Company, L.L.C. by assignment dated September 19, 2002.

The PGC Property includes a certain tract of land conveyed by The Links At Gettysburg, L.L.C. to Richard A. Klein and Bonni L. Klein, husband and wife, by deed dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

The PGC Property also includes a tract of land conveyed by deed from The Links At Gettysburg, L.L.C. and The Links At Gettysburg Realty Company, L.L.C. to Aqua Pennsylvania, Inc., dated September 3, 2004, and recorded in Adams County Record Book 3704, Page 312.

EXHIBIT B

LEGAL DESCRIPTION OF THE PRESERVED OPEN SPACE

ALL THOSE CERTAIN tracts or parcels of land situate in Mount Joy Township, Adams County, Pennsylvania, both of which are part of the PGC Property described in Exhibit A above, as more particularly bounded and described as follows, to wit:

Tract 1:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide), said point being the northernmost corner of the herein described parcel; thence continuing along the southern right of way line of Mason Dixon Road by a curve to the right having a radius of 8,810.51 feet and a chord bearing of South 56 degrees 19 minutes 38 seconds East, an arc distance of 494.47 feet; thence continuing along same South 54 degrees 43 minutes 10 seconds East a distance of 246.61 feet; thence leaving Mason Dixon Road South 12 degrees 21 minutes 36 seconds West a distance of 274.79 feet; thence South 00 degrees 30 minutes 53 seconds East a distance of 341.38 feet; thence South 09 degrees 47 minutes 29 seconds East a distance of 163.63 feet; thence South 48 degrees 01 minute 48 seconds East a distance of 180.10 feet; thence North 77 degrees 12 minutes 27 seconds East a distance of 265.82 feet; thence North 57 degrees 49 minutes 08 seconds East a distance of 228.99 feet; thence North 56 degrees 42 minutes 19 seconds East a distance of 310.33 feet; thence North 11 degrees 11 minutes 59 seconds East a distance of 113.88 feet to a point on the southern right of way line of Mason Dixon Road aforementioned; thence continuing along same by a curve to the right having a radius of 404.34 feet and a chord bearing of South 62 degrees 38 minutes 01 second East, an arc distance of 228.18 feet; thence continuing along same by a curve to the right having a radius of 183.60 feet and a chord bearing of South 38 degrees 33 minutes 49 seconds East, an arc distance of 50.65 feet; thence continuing along same South 30 degrees 18 minutes 17 seconds East a distance of 245.44 feet; thence leaving the southern line of Mason Dixon Road aforementioned South 59 degrees 41 minutes 43 seconds West a distance of 96.29 feet; thence South 69 degrees 48 minutes 32 seconds West a distance of 221.27 feet; thence South 46 degrees 24 minutes 29 seconds West a distance of 271.35 feet; thence South 18 degrees 51 minutes 37 seconds East a distance of 256.29 feet; thence South 48 degrees 13 minutes 01 second East a distance of 304.94 feet; thence South 39 degrees 15 minutes 36 seconds East a distance of 375.50 feet; thence South 64 degrees 09 minutes 32 seconds East a distance of 218.60 feet; thence South 56 degrees 44 minutes 41 seconds East a distance of 330.14 feet; thence North 77 degrees 41 minutes 38 seconds East a distance of 253.33 feet; thence North 84 degrees 32 minutes 24 seconds East a distance of 224.52 feet; thence North 34 degrees 45 minutes 27 seconds East a distance of 367.66 feet; thence North 04 degrees 45 minutes 59 seconds East a distance of 177.51 feet; thence North 00 degrees 43 minutes 19 seconds East a distance of 166.37 feet to a point on the southern right of way line of Mason Dixon Road aforementioned; thence continuing along same South 89 degrees 16 minutes 41 seconds East a distance of 50.06 feet; thence continuing along same by a curve to the right having a radius of 1,246.57 feet and a chord bearing of South 83 degrees 21 minutes 19 seconds East, an arc distance of 257.73 feet;

thence continuing along same South 77 degrees 25 minutes 56 seconds East a distance of 18.84 feet to a point; thence leaving Mason Dixon Road South 15 degrees 05 minutes 18 seconds West a distance of 698.05 feet, more or less; thence South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; thence North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; thence South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes 51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3) courses and distances: (1) North 17 degrees 40 minutes 17 seconds West a distance of 825.00 feet; (2) North 04 degrees 01 minute 31 seconds East a distance of 862.95 feet; and (3) North 24 degrees 31 minutes 31 seconds East a distance of 308.87 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

Tract 2:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flaggs (1757-007), said point being the northernmost corner of the herein described parcel owned by Declarant and of the PGC Property; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following eight (8) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; and (8) South 62 degrees 31 minutes 11 seconds East a distance of 116.94 feet to a point; thence South 27 degrees 28 minutes 49 seconds West a distance of 100.00 feet; thence South 47 degrees 24 minutes 26 seconds West a distance of 307.75 feet; thence South 51 degrees 18 minutes 50 seconds West a distance of 166.64 feet; thence South 60 degrees 37 minutes 08 seconds West a distance of 78.44 feet; thence South 71 degrees 21 minutes 09 seconds West a distance of 187.99 feet; thence South 17 degrees 07 minutes 06 seconds East a distance of 210.85 feet; thence South 03 degrees 03 minutes 15 seconds East a distance of 137.87 feet; thence South 30 degrees 51 minutes 27 seconds West a distance of 229.74 feet; thence South 10 degrees 23 minutes 09 seconds East a distance of 53.37 feet; thence South 09 degrees 56 minutes 47 seconds West a distance of 94.75 feet; thence South 10 degrees 42 minutes 46 seconds East a distance of 62.12 feet; thence South 10 degrees 41 minutes 28 seconds West a distance of 51.89 feet; thence South 39 degrees 43 minutes 37 seconds West a distance of 73.81 feet; thence South 16 degrees 13 minutes 46 seconds East a distance of 165.34 feet; thence South 82 degrees 02 minutes 07 seconds East a distance of 97.21 feet; thence South 80 degrees 42 minutes 44 seconds East a distance of 107.30 feet; thence North 11 degrees 40 minutes 58 seconds East a distance of 413.62

feet; thence North 41 degrees 48 minutes 30 seconds East a distance of 144.49 feet; thence North 80 degrees 55 minutes 51 seconds East a distance of 169.13 feet; thence South 67 degrees 49 minutes 03 seconds East a distance of 66.54 feet; thence North 89 degrees 36 minutes 53 seconds East a distance of 208.30 feet; thence North 42 degrees 12 minutes 01 second East a distance of 64.71 feet; thence South 67 degrees 06 minutes 58 seconds East a distance of 154.83 feet; thence South 22 degrees 53 minutes 02 seconds West a distance of 118.46 feet; thence South 17 degrees 21 minutes 33 seconds West a distance of 188.30 feet; thence South 20 degrees 28 minutes 08 seconds East a distance of 112.19 feet; thence South 10 degrees 15 minutes 36 seconds West a distance of 268.50 feet; thence South 29 degrees 02 minutes 34 seconds East a distance of 76.43 feet; thence South 13 degrees 47 minutes 50 seconds East a distance of 206.59 feet; thence South 10 degrees 55 minutes 51 seconds East a distance of 77.30 feet; thence South 04 degrees 26 minutes 09 seconds West a distance of 86.51 feet; thence North 76 degree 59 minutes 06 seconds West a distance of 261.04 feet; thence North 10 degrees 13 minutes 12 seconds West a distance of 53.11 feet; thence North 57 degrees 16 minutes 27 seconds West a distance of 209.87 feet; thence South 64 degrees 48 minutes 28 seconds West a distance of 175.06 feet; thence South 02 degrees 56 minutes 22 seconds West a distance of 19.75 feet; thence North 88 degrees 40 minutes 07 seconds West a distance of 118.33 feet; thence North 80 degrees 33 minutes 52 seconds West a distance of 88.33 feet; thence North 46 degrees 15 minutes 44 seconds West a distance of 206.09 feet; thence North 27 degrees 58 minutes 35 seconds West a distance of 125.06 feet; thence South 64 degrees 54 minutes 33 seconds West a distance of 301.92 feet; thence South 03 degrees 30 minutes 57 seconds East a distance of 232.57 feet; thence South 50 degrees 26 minutes 14 seconds East a distance of 206.78 feet; thence South 62 degrees 37 minutes 08 seconds East a distance of 99.17 feet; thence South 63 degrees 43 minutes 48 seconds East a distance of 112.90 feet; thence South 77 degrees 26 minutes 37 seconds East a distance of 112.76 feet; thence South 88 degrees 40 minutes 07 seconds East a distance of 97.72 feet; thence North 80 degrees 50 minutes 17 seconds East a distance of 91.53 feet; thence South 80 degrees 31 minutes 55 seconds East a distance of 84.92 feet; thence South 64 degrees 29 minutes 23 seconds East a distance of 93.52 feet; thence South 66 degrees 46 minutes 20 seconds East a distance of 114.92 feet; thence South 75 degrees 59 minutes 47 seconds East a distance of 113.14 feet; thence South 83 degrees 58 minutes 47 seconds East a distance of 211.50 feet; thence South 11 degrees 15 minutes 41 seconds West a distance of 261.80 feet; thence South 04 degrees 05 minutes 17 seconds West a distance of 98.54 feet; thence South 10 degrees 16 minutes 06 seconds West a distance of 100.81 feet to a point on the northern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide); thence continuing along the northern right of way line of Mason Dixon Road the following six (6) courses and distances: (1) by a curve to the left having a radius of 1,296.57 feet and a chord bearing of North 84 degrees 30 minutes 17 seconds West, an arc distance of 216.03 feet; (2) North 89 degrees 16 minutes 41 seconds West a distance of 516.37 feet; (3) by a curve to the right having a radius of 689.19 feet and a chord bearing of North 59 degrees 57 minutes 40 seconds West, an arc distance of 705.28 feet; (4) North 30 degrees 18 minutes 17 seconds West a distance of 507.83 feet; (5) by a curve to the left having a radius of 233.60 feet and a chord bearing of North 38 degrees 32 minutes 36 seconds West, an arc distance of 64.61 feet; and (6) by a curve to the left having a radius of 454.34 feet and a chord bearing of North 50 degrees 46 minutes 01 second West, an arc distance of 68.20 feet; thence leaving Mason Dixon Road North 34 degrees 55 minutes 59

seconds East a distance of 104.07 feet; thence North 10 degrees 02 minutes 41 seconds West a distance of 250.85 feet; thence North 19 degrees 54 minutes 46 seconds East a distance of 77.98 feet; thence North 89 degrees 57 minutes 31 second East a distance of 251.76 feet; thence North 00 degrees 02 minutes 28 second West a distance of 718.67 feet; thence South 89 degrees 57 minutes 32 second West a distance of 282.65 feet; thence North 27 degrees 25 minutes 28 seconds West, a distance of 23.02 feet; thence South 79 degrees 24 minutes 22 seconds West, a distance of 40.00 feet; thence along the southern line of Club House Drive by a curve to the left having a radius of 245.00 feet and a chord bearing of South 61 degrees 10 minutes 17 second West, an arc distance of 155.95 feet; thence by a curve to the left having a radius of 1,320.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 213.83 feet; thence South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; thence by a curve to the right having a radius of 1,230 feet and a chord bearing of South 39 degrees 03 minutes 15 seconds West, an arc distance of 231.82 feet; thence South 44 degrees 27 minutes 13 seconds West a distance of 100.46 feet; thence South 05 degrees 36 minutes 23 seconds East a distance of 45.65 feet; thence by a curve to the left having a radius of 1,487.96 feet and a chord bearing of South 57 degrees 06 minutes 01 second East, an arc distance of 45.00 feet; thence South 32 degrees 02 minutes 00 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 56 degrees 20 minutes 35 seconds West, an arc distance of 85.46 feet; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 137.18 feet; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 20.00 feet; thence South 54 degrees 43 minutes 10 seconds East a distance of 30 feet; thence North 84 degrees 52 minutes 01 second East a distance of 53.30 feet; thence North 44 degrees 27 minutes 13 seconds East a distance of 66.61 feet; thence North 53 degrees 54 minutes 12 seconds East a distance of 87.27 feet; thence by a curve to the left having a radius of 1,170 feet and a chord bearing of North 38 degrees 05 minutes 00 seconds East, an arc distance of 180.86 feet; thence North 33 degrees 39 minutes 18 seconds East a distance 340.48 feet; thence by a curve to the right having a radius of 1,380 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 223.55 feet; thence by a curve to the right having a radius of 305.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 194.14 feet; thence North 10 degrees 35 minutes 38 seconds West a distance of 49.36 feet; thence North 26 degrees 34 minutes 44 seconds West a distance of 71.02 feet; thence North 24 degrees 52 minutes 21 seconds West a distance of 106.80 feet; thence South 64 degrees 33 minutes 26 seconds West a distance of 255.53 feet; thence South 43 degrees 49 minutes 10 seconds West a distance of 773.87 feet; thence South 35 degrees 16 minutes 50 seconds West a distance of 250.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) North 54 degrees 43 minutes 10 seconds West a distance of 182.57 feet; and (2) by a curve to the left having a radius of 8,860.51 feet and a chord bearing of North 56 degrees 20 minutes 55 seconds West a distance of 503.89 feet; thence leaving Mason Dixon Road North 24 degrees 31 minutes 31 seconds East a distance of 36.69 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of

Stanley R. Flaggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to a point on at corner of lands now or formerly of Gene T. Walker (360-371), said point being the point and place of BEGINNING.

EXCEPTING AND RESERVING THEREFROM a tract of land conveyed by deed from The Links At Gettysburg, L.L.C. and The Links At Gettysburg Realty Company, L.L.C. to Aqua Pennsylvania, Inc., dated September 3, 2004, and recorded in Adams County Record Book 3704, Page 312.

COMMONWEALTH OF PENNSYLVANIA

:

SS:

:

COUNTY OF ADAMS

:

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:

SS:

:

COUNTY OF ADAMS

:

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Managing Member of said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

:

COUNTY OF ADAMS

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg Master Association, a Pennsylvania association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said association.

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

Notary Public

JOINDER

The undersigned, being the record owners of certain real property located within the perimeter of real property described in the DECLARATION OF MASTER ASSOCIATION FOR THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY dated _____, 2005, to which this joinder is appended, join in the said document to evidence their consent to the provisions contained therein and to acknowledge that the interest of the undersigned in and to the said real property shall under and subject in all respects to the provisions of the document to which this joinder is appended. The real property of the undersigned is more particularly described a deed to the undersigned dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

WITNESS:

Richard A. Klein

Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA

:

SS:

COUNTY OF ADAMS

:

On this, the _____ day of _____, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein and Bonni L. Klein, husband and wife, known to me or satisfactorily proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

Pursuant to the provisions of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101, et seq., as amended (the "Act"), and the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. § 3101 et seq., as amended (the "Condominium Act")

Date: _____, 2005

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AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1. Applicability. These Amended and Restated Bylaws (the "Bylaws") provide for the governance of The Links At Gettysburg Master Association ("Master Association") created by the recording of the Declaration of Master Association for The Links At Gettysburg Planned Golf Community, as amended and restated by the recorded Amended and Restated Declaration for the Links at Gettysburg Planned Golf Community ("Master Association Declaration") among the land records of Adams County, Pennsylvania, pursuant to the requirements of Sections 5222 and 5306 of the Act and Sections 3222 and 3306 of the Condominium Act.

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

1.3. Compliance. Pursuant to the provisions of the Act and the Condominium Act, every Unit Owner and all Persons entitled to occupy a Unit in any planned community or condominium created within the boundaries of The Links At Gettysburg Planned Golf Community (as constituted from time to time, the "PGC"), and any other owner of real property within the PGC, shall comply with these Bylaws.

1.4. Office. The office of the Master Association and the executive board of the Master Association ("Executive Board") shall be located at the PGC or at such other place as may be designated from time to time by the Executive Board.

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

ARTICLE II

The Master Association

2.1. Membership. The Master Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the Members of which are:

(a) the declarant of the Master Association, or any successor declarant as designated in Section 5304 of the Act and/or Section 3304 of the Condominium Act (the "Master Declarant") for so long as the Master Declarant, in its capacity as Master Declarant, owns any real property within the PGC.

(b) all the Unit Owners of The Courtyards At The Links At Gettysburg, A Planned Community ("Courtyards Community");

(c) all the Unit Owners of all other planned communities or condominiums located within the PGC (such planned communities or condominiums, together with the Courtyards Community, herein the "PGC Communities");

(d) the owner of the Preserved Open Space, as that term is defined in the Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space, as recorded in the Office of the Adams County Recorder of Deeds ("Open Space Declaration"), or any successor owner of the Preserved Open Space; and

(e) the owner of the Hotel/Conference Center, if any, as that term is defined in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, as recorded in the Office of the Adams County Recorder of Deeds ("Courtyards Declaration").

A person described in Section 2.1(a) through (e) above shall automatically become a Member of the Master Association at the time he acquires legal title to his Unit, whether improved or unimproved, or to other real property within the PGC and he

property. A person shall automatically cease being a member at such time as he no longer holds legal title to such Unit or real property. A Unit Owner shall not be permitted to resign from membership in the Master Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit or other real property to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Master Association may treat the prior Unit Owner as the Member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Adams County Recorder

of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. The Master Association shall initially have the powers and responsibilities set forth in Article 4 of the Master Association Declaration. The Master Association shall further exercise any powers of The Courtyards Homeowners Association ("Courtyards Association") or the homeowners association of any other PGC Community (each such association a "Property Owners Association") delegated to it pursuant to Section 5302(a)(18) of the Act or Section 3302(a)(18) of the Condominium Act, as appropriate, subject to the provisions of Section 4.3 of the Master Association Declaration. Except as otherwise established by the Executive Board, the Master Association shall have the responsibility of determining the means and methods of collecting assessments and charges and performing all of the other acts that may be required or permitted to be performed by the Master Association pursuant to the Act, the Condominium Act and the Master Association Declaration. The foregoing responsibilities shall be performed by the Executive Board or a managing agent appointed by the Executive Board as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Master Association ("Annual Meetings") shall be held on the second Thursday of November of each year unless such date shall occur on a holiday, in which event the Annual Meeting shall be held on the succeeding Monday. At such Annual Meetings the Executive Board appointed or elected in accordance with the requirements of Sections 2.11(d) and 3.6 of these Bylaws and Section 3.2 of the Master Association Declaration shall be confirmed, and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meetings. Any meetings of the Members to consider proposed budgets shall be called in accordance with this Section 2.4. The budget may be considered at Annual or meetings called for other purposes ("Special Meetings").

(a) Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all Members. Unless a majority of Members vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval of such by the Executive Board, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Members shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 2.4(a), Section 5303(b) of the Act or Section 3303(b) of the Condominium Act.

(b) Adoption of Non-Budgeted Assessments. If the Executive Board votes to levy an assessment not included in the current budget, the Executive Board shall immediately submit a copy or summary of such assessment to the

Members and such assessment shall be subject to rejection in the same manner as a budget under Section 2.4(a) hereof. Notwithstanding the foregoing, the Members shall not have the power to reject the imposition of assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

2.5. Special Meetings.

(a) Convened by Executive Board or Members. Special Meetings of Members may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Members entitled to cast at least twenty percent (20%) of the votes in the Master Association. The notice of any Special Meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said resolution or petition. No business shall be conducted at a Special Meeting except as stated in the notice.

(b) Combining Special Meetings with Annual Meeting. Notwithstanding the foregoing, if any Special Meeting could be held on the date an Annual Meeting of the Master Association is scheduled, then such meeting may be held concurrently with such Annual Meeting.

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

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

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of ten percent (10%) or more of the Members shall constitute a quorum at all meetings of the Master Association. If at any meeting of the Master Association a quorum is not present, Members entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

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

(a) Roll call (proof of quorum).

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

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

2.11. Voting.

(a) Number of Votes Held by Members. Voting at all meetings of the Master Association at which Members are entitled to vote shall be as provided in Section 2.2 of the Master Association Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such

vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Property Owners Association of which the Unit Owner is a member. An exception to this rule is a situation in which the Unit Owner is required by the Act, the Condominium Act, or the declaration of any PGC Community to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except when a greater number is required by the Act, the Condominium Act, the Master Association Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Master Association. A "Majority Vote" means a vote by Members vested with more than fifty percent of the votes (as allocated in Section 2.2 of the Master Association Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election and Appointment of Executive Board Members. Executive Board members shall be elected or appointed in a manner consistent with the provisions of Section 5222(e)(4) of the Act and Section 3222(e)(4) of the Condominium Act.

(i) Initial Executive Board. The Executive Board shall initially have five (5) members, three (3) of whom shall be appointed by the Master Declarant, one (1) of whom shall be appointed by the owner of the Preserved Open Space, and one of whom shall be appointed by the declarant of the Courtyards Community to represent such community. The initial members of the Executive Board shall all be voting members (each, a "Voting Board Member"). Each additional PGC Community shall be entitled to have one Voting Board Member on the Executive Board. Each such PGC Community Voting Board Member shall initially be appointed by the declarant of the new PGC Community and later be elected to the Executive Board in accordance with Section 3.2.2 of the Master Association Declaration and Section 2.11(d)(ii) hereof. The three (3) initial Voting Board Members appointed by the Master Declarant, or their replacements as designated by the Master Declarant from time to time, shall each be entitled to three (3) votes with respect to any decision upon which Voting Board Members are entitled to vote. The Voting Board Member appointed by the owner of the Preserved Open Space and each voting Board Member appointed by a declarant of a PGC Community to represent such community or their successors appointed in accordance with Section 3.2.2 of the Master Association Declaration and Section 2.11(d)(ii) hereof shall be entitled to one (1) vote with respect to any decision upon which voting Board Members are entitled to vote. The Voting Board Members representing PGC Communities shall serve until replaced in accordance with Section 3.2.2 of the Master

Association Declaration and Section 2.11(d)(ii) below. The Voting Board Member appointed by the owner of the Preserved Open Space shall serve at the discretion of such owner. The initial three (3) voting Board Members appointed by the Master Declarant (or their successors appointed by the Master Declarant) shall serve at the discretion of the Master Declarant until such time as the Executive Board is reconstituted in accordance with Section 3.2.3 of the Master Association Declaration and Section 2.11(d)(iii) below.

(ii)(a) Executive Board Member Special Election: Planned Communities. The initial Voting Board Member representing a planned community created within the PGC appointed by the declarant of such planned community shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit in such planned community to a Unit Owner, or (ii) sixty (60) days after seventy-five percent (75%) of the Units which may be created in such planned community have been conveyed to Unit Owners other than the declarant of the community, or (iii) declarant control is otherwise terminated pursuant to Sections 5303(c)(3) or 5303(c)(4) of the Act, the Voting Board Member representing such planned community shall resign, and the executive board of the Property Owners Association for such planned community shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such planned community following the meeting at which he or she was elected or until replaced pursuant to Section 5303(f) of the Act.

(b) Executive Board Member Special Election: Condominiums. The initial Voting Board Member representing a condominium created within the PGC appointed by the declarant of such condominium shall be replaced in accordance with the following: Not later than the earlier of (i) seven (7) years after the date of the recording of the declaration creating such condominium, or (ii) one hundred eighty (180) days after seventy-five percent (75%) of the units which may be constructed within the condominium have been conveyed to Unit Owners other than the declarant of the condominium, or (iii) declarant control is otherwise terminated pursuant to Section 3303(c) of the Condominium Act, the Voting Board Member representing such condominium shall resign, and the executive board of the Property Owners Association for such condominium shall thereupon elect a successor Voting Board Member to act in the place and stead of the Voting Board Member resigning. The successor Voting Board Member shall serve until the third annual meeting of the executive board of the Property Owners Association of such condominium following the meeting at which he or she was elected or until replaced pursuant to the provisions of the bylaws of the Property Owners Association of the condominium that govern the replacement of members of the executive board of the condominium.

(iii) Master Declarant Appointed Voting Board Members. At any time after the recording of the Master Association Declaration, and from time to time, Master Declarant may (i) replace one or more of the three (3) Voting Board Members appointed by the Master Declarant, or (ii) decrease the number of such Master Declarant-appointed Voting Board Members required to be on the Executive Board by a resolution that shall be filed in the minute book of the Master Association. At any time after the recording of the Master Association Declaration, but in no event later than the termination of declarant control of the Property Owners Association of the last residential condominium or planned community to be created within the PGC, Master Declarant shall cause all three (3) Master Declarant-appointed Voting Board Members (or the remaining number, if less than three) to resign, after which time the Executive Board shall be comprised of the Voting Board Member representing the owner of the Preserved Open Space and all Voting Board Members representing PGC Communities, if any. If any resigning board member is also an officer of the Master Association, then the Executive Board shall elect a successor officer pursuant to the provisions of these Bylaws, and such successor shall serve until the next annual election of officers of the Master Association.

(e) Declarant's Right to Vote Its Units. If the declarant of any PGC Community owns or holds title to one (1) or more Units, such declarant shall have the right at any meeting of the Master Association to cast the votes to which such Units are entitled.

(f) Association Has No Vote. No votes allocated to a Unit owned by the Master Association, the Courtyards Association or any Property Owners Association may be cast.

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

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

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

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Master Association shall be governed by an Executive Board. The Executive Board shall initially be composed of five (5) members as described in Section 2.11(d)(i) above.. The Courtyards Community and any other PGC Community shall each be represented on the Executive Board by a Voting Board Member. Not later than thirty (30) days after the first conveyance of a Unit in each PGC Community to a Unit purchaser other than the declarant, the declarant of such PGC Community shall appoint a Voting Board Member to represent that PGC Community. The owner of the Preserved Open Spaceshall also be represented by a Voting Board Member. The number of votes allocated to each Voting Board Member is as set forth in Section 3.2 of the Master Association Declaration and Sections 2.11(d) and 3.5 hereof. Executive Board members representing PGC Communities shall be Unit Owners or designees of the declarants of such PGC Communities. The Executive Board member representing the owner of the Preserved Open Space shall be the designee of, and shall serve at the discretion of, the owner of the Preserved Open Space. The size of the Executive Board is subject to change as provided in Section 3.2 of the Master Association Declaration and Section 2.11(d) hereof.

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

- (a) Adopt and amend Bylaws, Rules and Regulations;
- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments from Members of the Master Association;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Master Association's name on behalf of the Master Association or two or more Members on matters affecting the PGC;

- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of property and facilities within the PGC that are jointly used by the PGC Communities, the Golf Course and the Hotel/Conference Center, if constructed, ("Common Infrastructure Elements"), to the extent that such responsibility is assigned to the Master Association in the Master Association Declaration or delegated to the Master Association pursuant to Section 5302(a)(18) of the Act, Section 3302(a)(18) of the Condominium Act, the Courtyards Declaration or the declaration of any other PGC Community;
- (i) Cause additional improvements to be made as a part of the Common Infrastructure Elements;
- (j) Acquire, hold, encumber and convey in the Master Association's name any right, title or interest to real property or personal property;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over any real property owned by the Master Association;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of any real or personal property owned by the Master Association, and for services provided to Members;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Master Association Declaration, Bylaws and any Rules and Regulations of the Master Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Master Association Declaration or resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Master Association's officers and Executive Board and maintain directors' and officers' liability insurance;
- (p) Maintain property and liability insurance in connection with real property owned by the Master Association in accordance with the provisions of the Master Association Declaration and Section 5312 of the Act and Section 3312 of the Condominium Act, as applicable;
- (q) Accept delegation of any powers of the Courtyards Association or any Property Owners Association to the Master Association in accordance with the provisions of the Master Association Declaration, Section 5302(a)(18) of the Act and Section 3302(a)(18) of the Condominium Act;

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

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

(u) Exercise any other powers conferred by the Act, the Condominium Act, the Master Association Declaration or these Bylaws;

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

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

(x) By resolution, establish committees of the Executive Board, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Members and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Member within thirty (30) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular or Special Meeting.

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

(a) One or more other officers or employees of the Master Association or any managing agent appointed by the Executive Board whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

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

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

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

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

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ a managing agent at a level of compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. When a managing agent does not have the power to act under the Act, the Condominium Act, the Master Association Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the managing agent only the powers granted to the Executive Board by these Bylaws under Subsections 3.2(c), (e), (g) (h) and (p) hereof.

Any contract with a managing agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice. This right of termination shall not require the payment of any penalty by the Master Association. The term of any such contract may not exceed one (1) year.

3.5. Votes Assigned to Executive Board Members. The three (3) initial Voting Board Members appointed by the Master Declarant, or their replacements as designated by the Master Declarant from time to time, shall each be entitled to three (3) votes with respect to any decision upon which Voting Board Members are entitled to vote. The Voting Board Member appointed by the owner of the Preserved Open Space and each Voting Board Member appointed by a declarant of a PGC Community to represent such community or their successors appointed in accordance with Section 3.2.2 of the Master Association Declaration and Section 2.11(d)(ii) hereof shall be entitled to one (1) vote.

3.6. Election and Term of Office. Members of the Executive Board shall be elected in accordance with the provisions of Section 3.2 of the Master Association Declaration and Subsection 2.11(d) hereof. The term of office of any elected Executive Board member (except as set forth in Section 3.2 of the Master Association Declaration

and Subsection 2.11(d) and Section 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by a declarant of a PGC Community, at any regular or Special Meeting of the Master Association duly called, a member of the Executive Board may be removed with or without cause by the governing body of the PGC Community entitled to elect such member, and a successor may then and there be elected to fill the vacancy thus created. Any Member or governing body proposing removal of an Executive Board member shall give notice thereof to the Secretary. Any Executive Board member whose removal has been proposed by a Member or governing body shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and, if the Executive Board member is also a Unit Owner, shall be deemed to have resigned upon transfer of title to his Unit. A declarant shall have the right to remove and replace any or all members appointed by such declarant at any time and from time to time until the required resignation date specified in Subsection 2.11(d) hereof.

3.8. Vacancies. Except as set forth in Section 2.11(d) hereof, vacancies in the Executive Board shall be filled by a vote of a majority of the members of the governing body of the Property Owners Association with respect to which the vacancy has occurred at a special meeting of such governing body held for such purpose promptly after the occurrence of any such vacancy, pursuant to Section 5222(e)(4) of the Act or Section 3222(e)(4) of the Condominium Act, as appropriate. Each person so elected shall be a member of the Executive Board of the Master Association for the remainder of the term of the member being replaced.

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

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

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

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

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

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

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

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

3.17. Validity of Contracts With Interested Executive Board Members. No contract or other transaction between the Master Association and one (1) or more of its Executive Board members or between the Master Association and any corporation, firm,

or association in which one (1) or more of the Executive Board members is a director or officer, or is financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board at which the contract or transaction was authorized or approved or because his vote was counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

3.18. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.17 hereof.

ARTICLE IV

Officers

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

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

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

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

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

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Master Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Members and holders of any Security Interest(s) in any real estate owned by the Master Association hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of the Commonwealth of Pennsylvania.

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

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

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in

amounts greater than five percent (5%) of the annual budget of the Master Association shall be executed by two (2) officers of the Master Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Master Association may be executed by either the President or Vice President.

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

4.10. Resale Certificates and Statements of Unpaid Assessments. The Treasurer, Assistant Treasurer, Secretary, or a managing agent employed by the Master Association, or, in their absence, any officer having access to the books and records of the Master Association, may prepare, certify, and execute resale certificates in accordance with Section 5407 of the Act or Section 3407 of the Condominium Act, and statements of unpaid assessments in accordance with Section 5315(h) of the Act or Section 3315(g) of the Condominium Act, as appropriate. The form resale certificate attached as Exhibit A hereto shall be deemed to satisfy the foregoing provisions of the Act or the Condominium Act. The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments.

ARTICLE V

Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Common Infrastructure Elements shall be carried out by the Master Association in accordance with the provisions of the Act, the Condominium Act, the Master Association Declaration and the Open Space Declaration.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Member shall be governed by, and shall comply with, all of the terms of the Master Association Declaration, these Bylaws, Master Association Rules and Regulations, the Act and the Condominium Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act, the Condominium Act and the Master Association Declaration, a default by a Member to comply with any provisions of the aforementioned documents, the Act or the Condominium Act shall entitle the Master Association, acting through its Executive Board or the managing agent, if any, to the following relief:

(a) Additional Liability. Each Member shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Master Association, the Courtyards Association, any Property Owners Association or the owner of the Preserved Open Space. Such liability shall include any increase in the casualty insurance premiums of the Master Association occasioned by improper use of any Common Infrastructure Elements. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

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

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

(d) Abating and Enjoining Violations by Members. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Master Association Declaration, the Act or the Condominium Act, shall give the Executive Board the right, after Notice and Hearing, in addition to any other rights, to (i) levy fines pursuant to Section 6.2 hereof, or (ii) enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of any Rules and Regulations adopted by the Executive Board, the breach of any Bylaw

contained herein or the breach of any provision of the Master Association Declaration, the Act or the Condominium Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

6.3. Late Charges and Interest on Delinquent Assessments. Any assessment not paid within five (5) days after its due date shall accrue a late charge in the amount of Ten Dollars (\$10.00) or such other amount as may be determined by the Executive Board, shall constitute the personal liability of the Member so assessed and also shall, until fully paid, constitute a lien against the property of such Member. If the Member is a Unit Owner, any such unpaid assessment shall constitute a lien against the Unit Owner's Unit pursuant to Section 5315 of the Act or Section 3315 of the Condominium Act.

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

ARTICLE VII

Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Section 13.2 of the Master Association Declaration.

ARTICLE VIII

Records

8.1. Records. The Master Association shall maintain accurate and complete financial records of the activities for which it is responsible, including such information as is required for the Master Association to provide resale certificates and statements of unpaid assessments as required by Sections 5407 and 5315(h) of the Act or Sections 3407 and 3315(g) of the Condominium Act. The financial records shall be maintained in accordance with Section 4.8 of the Master Association Declaration.

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

ARTICLE IX

Miscellaneous

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

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

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

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

[Attach the Form of Resale Certificate]

THE LINKS AT GETTYSBURG MASTER ASSOCIATION

RESALE CERTIFICATE

**As required by Section 5407 of the
Pennsylvania Uniform Planned Community Act,
68 Pa. C.S. § 5101 et seq. ("Act")
and Section 3407 of the
Pennsylvania Uniform Condominium Act,
68 Pa. C.S. § 3101 et seq. ("Condominium Act")**

Date: _____, 20__.

Resale of Unit No. _____; Section: _____.

The Links At Gettysburg Master Association ("Master Association") hereby provides the information set forth below, together with a copy of the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration") and The Bylaws of The Links At Gettysburg Master Association ("Master Association Bylaws"), in accordance with Section 5407 of the Act and Section 3407 of the Condominium Act pursuant to the request of _____ ("Seller"), who intends to resell the above-described Unit to _____ ("Purchaser").

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

**Information Required by Section 5407 of the Act
and Section 3407 of the Condominium Act:**

1. **Restraints on Alienation.** The Master Association Declaration contains no right of first refusal or any other restraint on the free alienability of the Unit that would affect the proposed resale of the Unit.

2. **Assessments and Surplus Funds.**

- a. The current monthly Common Infrastructure Expense assessment for the Unit is \$_____.

- b. The amount of any unpaid Common Infrastructure Expense assessment currently due and payable, for the period from _____ until _____, is \$ _____.
- c. The amount of any unpaid special assessment currently due and payable is \$ _____.
- d. The amount of any surplus funds credited to the Unit to be to be applied to reduce future assessments in accordance with Section 5313 of the Act or Section 3313 of the Condominium Act is \$ _____.

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

- a. Master Association working capital fund contribution in the amount of \$75.00.

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

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

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

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

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

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

9. Insurance. The Master Association has obtained insurance coverage as required by Section 5312 of the Act and Section 3312 of the Condominium Act, including property insurance as described in Section 8.2 of the Master Association Declaration and liability insurance as described in Section 8.3 of the Master Association Declaration.

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

11. Government Regulations; Environmental Matters. The Executive Board of the Association has no knowledge of any violation of applicable government regulations or of any hazardous conditions with respect to the Unit or the Limited Common Elements appurtenant thereto or the Community, pursuant to Section 5402(a)(27) of the Act or Section 3402(a)(26) of the Condominium Act, except as disclosed in Section 19 of the Public Offering Statement.

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

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

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

15. Time Share Estates. There are presently no Units in the PGC that are owned as time share estates; however, creation of such Units is permitted.

WITNESS/ATTEST:

THE LINKS AT GETTYSBURG MASTER
ASSOCIATION:

By: _____

By: _____

Title: _____

Date: _____

Attachments:

Master Association Declaration and Amendments thereto
Master Association Bylaws and Amendments thereto
Current balance sheet and income statement, if any
Insurance Certificate(s)

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

This Declaration of Access Drive and Entrance Sign Easement is made this twenty-fifth day of July, 2003 by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Declarant").

B A C K G R O U N D:

A. Declarant is developing certain real estate located Mount Joy Township, Adams County, Pennsylvania, as more particularly bounded and described by metes and bound on Exhibit A attached hereto (the "PGC Property"), as a mixed use development containing, among other things, a golf course and several residential communities, which may be formed as planned communities and/or condominiums.

B. Declarant has entered into an exclusive Option Agreement dated June 29, 2001 with Richard A. Klein which was assigned to The Links at Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Optionee"), which will enable Declarant and Optionee to create the first planned community within the PGC Property to be known as The Courtyards At The Links At Gettysburg, A Planned Community ("The Courtyards"). The Courtyards may be made up of three (3) non-contiguous tracts of land, two of which abut Clubhouse Drive (the "Road") as it extends in a northeasterly direction from its intersection with Mason Dixon Road. A plan depicting the Road and a metes and bounds description of the Road are attached hereto as Exhibit B.

C. Declarant may enter into option or other agreements with Optionee or others with respect to other portions of the PGC Property and desires to create an access drive and entrance sign easement in favor of Optionee and the future owners and occupants of

the PGC Property. Declarant further desires to provide for the continuing maintenance of the Road.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Easement for the Road. Effective upon the recording of this Declaration, Declarant hereby declares that a perpetual, non-exclusive easement in favor of the owners and occupants of the PGC Property, their guests and invitees, shall exist for ingress, egress and regress over and upon the Road.

2. Easement for the Entrance Signs. Effective upon the recording of this Declaration, Declarant hereby declares that a perpetual, non-exclusive easement in favor of the owners and occupants of the PGC Property shall exist for use of the signs situated on either side of Clubhouse Drive at the intersection of the Road and Mason Dixon Road (the "Entrance Signs"). However, the location, size, design and appearance of the signs shall be determined by Declarant in its sole discretion.

3. Easement for Construction. Effective upon the recording of this Declaration, Declarant further declares that a temporary construction easement in favor of Optionee and any builder(s) of improvements on the two tracts abutting the Road (identified on the plats and plans for The Courtyards as "The Lookout" and "Round Top"), their employees, agents and contractors, shall exist for access to The Lookout and Round Top for the purpose of activities related to the initial construction of units on The Lookout and Round Top (the "Temporary Construction Easement"). The Temporary Construction Easement shall be located on either or both of The Lookout and Round Top or elsewhere on the PGC Property, as designated by the Declarant in its sole discretion. The Temporary Construction Easement shall also include the Road, provided, however, that (i) upon completion of the construction of units on The Lookout and Round Top, the Road shall be repaired,

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reconstructed or replaced, as determined by Declarant in its sole discretion, and (ii) financing for such repair, reconstruction or replacement of the Road shall be available from the proceeds of municipal bonds to be issued by Mount Joy Township ("NIDMA Bonds"). Upon completion of the initial construction of units on The Lookout and Round Top, and completion of repair, reconstruction or replacement of the Road, if applicable, a temporary construction easement in favor of any builder, contractor, repairman, or materialman and their employees, subcontractors and agents, shall exist for access to The Lookout and Round Top over the Road for the purpose of improvement, repair, maintenance and replacement of the common areas and units located upon The Lookout and Round Top.

4. Reasonable Exercise of Rights Granted; Risk. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of damage to the Road and a minimum of disruption to Declarant and the others owners and occupants of the PGC Property. In addition, the easement rights created hereby shall be exercised by all benefited parties at their own risk, and the parties using the Road pursuant to this Declaration shall indemnify and hold Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs. Declarant reserves the right to promulgate, from time to time, reasonable rules and regulations regarding the use of the Road (including size and weight limitations for trucks and other vehicles that may use the Road) and the Entrance Signs.

5. No Obstruction. No party, including Declarant, shall obstruct the Road or the Entrance Signs at any time, with the exception of reasonable periods of time for the construction, repair, maintenance and replacement (the "Maintenance") of the Road or the Entrance Signs.

6. Damage to the Road or the Entrance Signs. In the event of any damage to the Road or the Entrance Signs done by any party exercising the rights created hereby, the person or persons causing such damage shall be solely responsible for the prompt repair and restoration of the Road or the Entrance Signs to their original condition, at his sole cost and expense. Notwithstanding the foregoing, if a Temporary Construction Easement for initial construction of units on The Lookout and Round Top shall be granted pursuant to Section 3 hereof, and proceeds of the NIDMA Bonds are available to finance the cost of repair, reconstruction or replacement of the Road, then any builder or other person having caused damage to the Road by its construction activities shall not be responsible for repair of such damage.

7. Sharing of Maintenance Costs. At Declarant's option, all owners of real property located within the PGC Property shall share pro rata in the costs for the Maintenance of the Road and the Entrance Signs, together with any landscaping appurtenant to either. No owner of real property within the PGC Property shall be permitted to avoid the payment of his pro rata share of the costs for Maintenance of the Road based on his nonuse of the Road. It shall be the responsibility of the Declarant to do the actual Maintenance of the Road and the Entrance Signs and any appurtenant landscaping and to obtain reimbursement from the other property owners within the PGC Property, either from the owners directly or through any master association, planned community association or condominium association created to administer communities within the PGC Property as a common expense assessment.

8. Relocation of the Road and the Entrance Signs. Notwithstanding the rights created hereby, Declarant reserves the right, in its sole discretion, to relocate the Road and the Entrance Signs at any time, from time to time, to any other location within the parcel of land described by metes and bounds in Exhibit B attached hereto. At such time as any

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relocation is completed, the easement rights created hereby shall terminate with respect to the prior location of the Road or the Entrance Signs, as applicable, and shall be in effect over and upon the relocated Road or Entrance Signs in accordance with the terms of this Declaration.

9. Covenants Running with the Land. The provisions of this Declaration shall run with the land and shall bind and benefit the subsequent owners and occupants of the PGC Property and their successors in title.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Access Easement to be executed as of this twenty-fifth day of July, 2003.

ATTEST:

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

By: _____
Patricia A. Kennedy, Secretary

By: _____
Richard A. Klein, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

:
: SS:
:

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, and that as such President, being authorized to do so, he executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company by himself as such President.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

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

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

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

BEING, as to the remaining part, the same property that Eileen M. Hill, widow, by deed dated March 21, 1997 and recorded in Adams County Record Book 1410, Page 0003, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

AND The Links At Gettysburg, L.L.C. entered into an unrecorded Option Agreement dated June 29, 2001 with Richard A. Klein, who assigned all of his right, title and interest in and to the said Option Agreement to The Links At Gettysburg Realty Company, L.L.C. by Assignment dated September 19, 2002.

The PGC Property includes a certain tract of land conveyed by The Links At Gettysburg, L.L.C. to Richard A. Klein and Bonni L. Klein, husband and wife, by deed dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

EXHIBIT B

LEGAL DESCRIPTION OF THE ROAD

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002) (50 feet wide), said point being located South 54 degrees 43 minutes 10 seconds East a distance of 224.85 feet from the westernmost corner of Convertible/Withdrawable Real Estate identified as "Lookout"; thence from the point and place of BEGINNING the following nine (9) courses and distances:

(1) North 35 degrees 16 minutes 50 seconds East a distance of 20 feet; (2) South 54 degrees 43 minutes 10 seconds East a distance of 30 feet; (3) North 84 degrees 52 minutes 01 second East a distance of 53.30 feet; (4) North 44 degrees 27 minutes 13 seconds East a distance of 66.61 feet; (5) North 53 degrees 54 minutes 12 seconds East a distance of 87.27 feet; (6) by a curve to the left having a radius of 1170.00 feet and a chord bearing of North 38 degrees 05 minutes 00 seconds East, and a chord length of 180.68 feet, an arc distance of 180.86 feet; (7) North 33 degrees 39 minutes 18 seconds East a distance of 340.48 feet; (8) by a curve to the right having a radius of 1380.00 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East and a chord length of 223.30 feet, an arc distance of 223.55 feet; and (9) by a curve to the right having a radius of 305.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East and a chord length of 190.88 feet, an arc distance of 194.14 feet to a point; thence South 44 degrees 17 minutes 02 seconds East a distance of 72.11 feet to a point at corner of Convertible/Withdrawable Real Estate identified as "Roundtop"; thence continuing along the western boundary line of Roundtop the following nine (9) courses and distances:

(1) South 79 degrees 24 minutes 22 seconds West a distance of 40.00 feet; (2) by a curve to the left having a radius of 245.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West and a chord length of 153.33 feet, an arc distance of 155.95 feet; (3) by a curve to the left having a radius of 1320.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West and a chord length of 213.59 feet, an arc distance of 213.83 feet; (4) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (5) by a curve to the right having a radius of 1230.00 feet and a chord bearing of South 39 degrees 03 minutes 15 seconds West and a chord length of 231.47 feet, an arc distance of 231.82 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 100.46 feet; (7) South 05 degrees 36 minutes 23 seconds East a distance of 45.65 feet; (8) by a curve to the left having a radius of 1487.96 feet and a chord bearing of South 57 degrees 06 minutes 01 second East and a chord length of 45.00 feet, an arc distance of 45.00 feet; and (9) South 32 degrees 02 minutes 00 seconds West a distance of 20 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same the following two (2) courses and distances: (1) by a curve to the right having a radius of 1507.96 feet and a chord bearing of North 56 degrees 20 minutes 35 seconds West and a chord length of 85.45 feet, an arc distance of 85.46 feet; and (2) North 54 degrees 43 minutes 10 seconds West a distance of 137.18 feet to the point and place of BEGINNING.

BEING Clubhouse Drive (private street) and CONTAINING 1.724 acres, more or less.

JOINDER

The undersigned, being the equitable owner of the real property described in the ACCESS DRIVE AND ENTRANCE SIGN EASEMENT dated July 25, 2003, to which this joinder is appended, joins in the said document to evidence its consent to the provisions contained therein and to acknowledge that the interest of the undersigned in and to the said real property shall under and subject in all respects to the provisions of the document to which this joinder is appended

WITNESS:

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

By: _____
Richard A. Klein, Managing Member

COMMONWEALTH OF PENNSYLVANIA

:

SS:

COUNTY OF ADAMS

:

On this, the 25th day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument as Managing Member of said limited liability company for the purposes therein contained.

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

Notary Public

DECLARATION OF PROPANE FACILITIES EASEMENT

This Declaration of Propane Facilities Easement is made this twenty-fifth day of July, 2003 by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("The Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Links Realty") (together, "Declarant").

B A C K G R O U N D:

A. The Links is developing certain real estate located in Mount Joy Township, Adams County, Pennsylvania, as more particularly bounded and described on Exhibit A attached hereto ("PGC Property"), as a planned golf community that shall contain, among other things, a golf course and one or more residential communities, which may be formed as planned communities or condominiums.

B. The Links has entered into an exclusive Option Agreement dated June 29, 2001, with Richard A. Klein which was later assigned to Links Realty, which Option Agreement will enable The Links and Links Realty to create the first residential planned community within the PGC Property, to be known as The Courtyards At The Links At Gettysburg, A Planned Community ("The Courtyards").

C. The Declarant desires to enter into one (1) or more agreements to permit one (1) or more propane gas service suppliers or other parties ("Gas Providers") to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "Propane Facilities"), to provide propane gas service to the dwellings constructed within The Courtyards and any other planned communities, condominiums or other types of neighborhoods that may be created and constructed within the PGC Property.

3. Assignability.

(a) The Declarant shall have the right to assign, without limitation, any and all easement rights created by this Declaration.

(b) If assigned by the Declarant, the easement rights shall be exercised by such assignee(s) at their own risk, and such assignee(s) shall indemnify and hold the Declarant harmless from and against any and all claims, damages and liability for personal injury or property damage, including reasonable attorneys' fees, expenses and costs, arising out of any act or omission of the assignee. This indemnity shall include, but not be limited to, environmental and regulatory matters.

4. Reasonable Exercise of Easement Rights. The easement rights created hereby shall be exercised at reasonable times and in a reasonable manner so as to cause a minimum of disruption to the Declarant and the other owners and occupants of the PGC Property.

5. Relocation of the Propane Facilities Easement Areas. Subject to the standards and consent requirements set forth in Sections 1(c) and 1(d) above, the Declarant reserves the right, in its sole discretion, to relocate the Propane Facilities at any time, and from time to time, to any other location it deems reasonably necessary or advisable. Unless approved in writing by the Unit Owner or Unit Owners affected thereby, any relocated easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. At such time as the relocation of any of the Propane Facilities is completed, the easement rights created hereby

shall terminate with respect to the prior location of said Propane Facilities if Declarant, in its sole discretion, elects to terminate same; and, the Declarant shall record an amendment to this Declaration setting forth a metes and bounds description of:

- (a) the relocated easement area, and
- (b) the terminated easement area, if Declarant elects to terminate such easement area.

6. Additional Easement Rights. The Declarant reserves the right to use all easement areas created in accordance with the terms of this Declaration for the installation, operation, maintenance and replacement of electric, cable, water and sewer and other lines and facilities, provided such rights are exercised in a manner which are reasonably consistent with the exercise of its rights with respect to the Propane Facilities.

7. Covenants Running with the Land. The provisions of this Declaration shall run with the land and shall bind and benefit the owners and occupants of the PGC Property and their successors in title.

8. Amendment. This Declaration may be amended only by a further written document executed by the Declarant and recorded in the Office of the Recorder of Deeds in and for Adams County.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Propane
Facilities Easement to be executed as of this twenty-fifth day of July, 2003.

ATTEST:

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

By: _____
Patricia A. Kennedy, Secretary

By: _____
Richard A. Klein, President

WITNESS:

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

By: _____
Richard A. Klein, Managing Member

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF ADAMS

:

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such instrument for the purposes therein contained as President of said limited liability company.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

:

COUNTY OF ADAMS

On this, the 25th day of July, 2003, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, and that he has duly executed such instrument for the purposes therein contained as Managing Member of said limited liability company.

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

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

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

seconds East a distance of 98.26 feet to a point; thence leaving Mason Dixon Road South 35 degrees 16 minutes 50 seconds West a distance of 55.18 feet to a point at corner of Lot 1 as shown on the Plan of Battery Ridge; thence North 54 degrees 43 minutes 10 seconds West a distance of 74.93 feet to a point on the western boundary of Battery Ridge aforementioned; thence continuing along same North 12 degrees 21 minutes 36 seconds East a distance of 59.91 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

CONTAINING 4,778.4 square feet.