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**PUBLIC OFFERING STATEMENT**

**FOR**

**THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY**

**AND**

**THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY**

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**NAME OF PLANNED COMMUNITIES:** The Courtyards At The Links At Gettysburg, A Planned Community ("Community") ; The Links At Gettysburg Planned Golf Community ("PGC")

**PRINCIPAL ADDRESS OF PLANNED COMMUNITIES:** Mason Dixon Road  
Mount Joy Township, Adams County, Pennsylvania

**NAME OF DECLARANT:** The Links At Gettysburg, L.L.C. ("Links Declarant") and The Links At Gettysburg Realty Company, L.L.C. ("Realty Declarant") (collectively, "Declarant")

**PRINCIPAL ADDRESS OF DECLARANT:** 601 Mason Dixon Road  
Gettysburg, Pennsylvania 17325

**NAME OF BUILDER:** The Gettysburg Community, LLC ("Builder")

**PRINCIPAL ADDRESS OF BUILDER:** 5320 Spectrum Drive  
Frederick, Maryland 21703

**EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:** December 20, 2005

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**IMPORTANT NOTICE:**

(The following statements are made in compliance with Section 5402(a)(13) of the Pennsylvania Uniform Planned Community Act ["Act"]).

**A. WITHIN SEVEN (7) DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT (AND ALL CURRENTLY EFFECTIVE AMENDMENTS HERETO), THE PURCHASER MAY CANCEL ANY CONTRACT HE HAS THERETOFORE EXECUTED FOR THE PURCHASE OF A UNIT IN THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY (THE "COMMUNITY") FROM THE DECLARANT. IF THE PURCHASER ELECTS TO CANCEL THE CONTRACT FOR THE PURCHASE OF A UNIT PURSUANT TO THE IMMEDIATELY PRECEDING SENTENCE, HE OR SHE MAY DO SO BY HAND DELIVERING NOTICE OF CANCELLATION TO THE DECLARANT (IN WHICH CASE A RECEIPT SHOULD BE OBTAINED) OR BY MAILING THE NOTICE BY POSTAGE PREPAID UNITED STATES MAIL, RETURN RECEIPT REQUESTED. THIS CANCELLATION OF THE PURCHASE CONTRACT IS WITHOUT PENALTY AND ALL PAYMENTS MADE BY THE PURCHASER BEFORE THIS CANCELLATION WILL BE REFUNDED PROMPTLY BY THE DECLARANT.**

**B. IF THE PUBLIC OFFERING STATEMENT IS AMENDED AFTER THE PUBLIC OFFERING STATEMENT HAS BEEN RECEIVED BY A PURCHASER OF A UNIT, THE AMENDMENT SHALL BE PROVIDED TO THE PURCHASER PROMPTLY AFTER IT BECOMES EFFECTIVE, AND, IF THE AMENDMENT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS, OR BOTH, OF THE PURCHASER, THEN THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL THE CONTRACT WITHIN SEVEN (7) DAYS AFTER RECEIVING THE AMENDMENT.**

**C. IF THE DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT (AND ALL CURRENTLY EFFECTIVE AMENDMENTS THERETO) TO A PURCHASER BEFORE CONVEYING A UNIT, THAT PURCHASER MAY RECOVER FROM THE DECLARANT DAMAGES AS PROVIDED IN SECTION 5406(c) OF THE PLANNED COMMUNITY ACT, CONSISTING OF AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALE PRICE OF THE UNIT UP TO A MAXIMUM OF \$2,000, OR ACTUAL DAMAGES, WHICHEVER IS THE GREATER AMOUNT; PROVIDED, HOWEVER, THAT A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT (OR IN AN AMENDMENT THERETO) THAT IS NOT WILLFUL SHALL ENTITLE THE PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.**

**D. IF A PURCHASER RECEIVES THE PUBLIC OFFERING STATEMENT MORE THAN SEVEN (7) DAYS BEFORE SIGNING THE CONTRACT OF SALE, HE CANNOT CANCEL THE CONTRACT, EXCEPT THAT HE SHALL HAVE THE RIGHT TO CANCEL THE CONTRACT BEFORE CONVEYANCE WITHIN SEVEN (7) DAYS AFTER RECEIPT OF ANY AMENDMENT THERETO THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THAT PURCHASER.**

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## PART 2. EXHIBITS

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## 1. INTRODUCTION

This Public Offering Statement, prepared in compliance with Chapter 54 of the Pennsylvania Uniform Planned Community Act ("Act"), is divided into two parts; a narrative portion ("Narrative") and an exhibit portion ("Exhibits").

The Narrative contains descriptions of various aspects of the Community and the PGC, significant features of the documentation by which the Community and the PGC are created and under which they will be governed, warranty and insurance coverage information and additional information of importance and interest to prospective purchasers of Units in the Community.

The Exhibits attached to this Public Offering Statement include the following:

(a) The Plats and Plans (in reduced size), which are a graphical depiction of the real estate comprising the Community together with the Units and Common Elements being created under the Declaration (collectively, the "Property") (such depiction being the "Plats and Plans");

(b) The Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration") that the Declarant has recorded;

(c) The Bylaws of The Courtyards Homeowners Association ("Association"), which provide for the governance of the Association ("Bylaws");

(d) The Rules and Regulations of The Courtyards At The Links At Gettysburg, A Planned Community ("Rules and Regulations");

(e) The year 2006 and full build-out Projected Operating Budgets for the Association and Master Association;

(f) A pro-forma Deed for an individual Unit;

(g) The proposed form of Agreement of Purchase for the purchase of a Unit in the Community ("Agreement of Purchase");

(h) A copy of the form of management agreement ("Management Agreement") to which the Association will be subject;

(i) The Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space ("Open Space Declaration") that the Declarant has recorded;

(j) The Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration") that the Declarant has recorded;

(k) The Amended and Restated Bylaws of The Links At Gettysburg Master Association ("Master Association Bylaws");

(l) The Declaration of Access Drive and Entrance Sign Easement that the Declarant has recorded ("Access Drive Easement and Entrance Sign"); and

(m) The Declaration of Propane Facilities Easement that the Declarant has recorded ("Propane Facilities Easement").

This Narrative is intended to provide only an introduction to the Community and the PGC, and not a complete or detailed discussion. Consequently, the Exhibits should be reviewed in depth, and if there is any inconsistency between information in this Narrative and information in the Exhibits, the Exhibits will govern. The Declarant's and the Builder's sales and other representatives are prohibited from making any oral or written representation changing any of the terms and conditions of this Public Offering Statement or any of the documents attached as Exhibits, or attempting to interpret their legal effect.

All capitalized terms used in this Public Offering Statement and not expressly defined herein will have the same meanings as are ascribed to those terms in (i) the Act, (ii) the Declaration and Bylaws of the Community, (iii) the Declaration and Bylaws of the Master Association or (iv) all of the foregoing.

## 2. THE PLANNED COMMUNITY CONCEPT.

### A. Units, Common Elements and Limited Common Elements

The term "planned community" refers to a form of residential development. The planned community unit owner ("Unit Owner") is the sole owner of fee simple title to his lot and residence (called a "Unit"). Because Unimproved Units (building lots) may be transferred from time to time from the Declarant to the Builder, the term "Dwelling Unit" is used in this Public Offering Statement to designate a Unit that has been purchased by, or is under contract of sale to, a third-party home buyer and to distinguish such Units from Units transferred from the Declarant to the Builder.

In addition, the planned community Unit Owner may use and enjoy along with owners of other Units certain common areas and facilities that serve his or other Units ("Common Elements"). These Common Elements include all portions of the planned community that are not included within the Units. In the case of the Community, the Common Elements include (but are not limited to) the landscaped or open space areas, streets, paved courtyards and walking trails within the Community. The real estate that comprises the Common Elements has been or will be conveyed to and owned by the Association. All Common Elements within the Community will be operated and maintained by the Association.

A Unit Owner is also entitled to the use of certain portions of the property either exclusively or in conjunction with some but not all of the other Unit Owners, which are called "Limited Common Elements".

## B. Allocated Interest and Common Expense Assessments

Appurtenant to each Unit is a factor called an "Allocated Interest" which is usually expressed in the form of a percentage or decimal number. This Allocated Interest gives each Unit Owner the right, subject to the terms of the Act, the Declaration and the Bylaws, to use and participate in the control of the Common Elements through membership in the Association in common with the other Unit Owners. The Allocated Interest also imposes upon each Unit Owner the obligation to pay a percentage of the expenses of operating and maintaining the Common Elements equal to his Allocated Interest multiplied by the aggregate amount of these Common Expenses. The amounts of these Common Expenses are determined in annual budgets established by the Executive Board of the Association. In addition to the Common Expense assessment, a monthly assessment for "Common Infrastructure Expenses" will be levied against each Unit in the Community and other planned communities or condominiums in this PGC, when and if built (such other planned communities or condominiums, together with the Community, collectively comprise the "PGC Communities"), by the Master Association. This Common Infrastructure Expense assessment represents each Unit's share of the cost of operation and maintenance of the Common Infrastructure Elements, which consist primarily of recreational facilities for use of the residents of the PGC.

## C. The Association

All Unit Owners in the Community will be members of The Courtyards Homeowners Association ("Association"). The powers, responsibilities and governance of the Association are described in detail in the Declaration and the Bylaws included in the Exhibits portion of this Public Offering Statement. The number of votes allocated to each Unit is set forth in Article II of the Declaration. There are no provisions for cumulative or class voting.

## 3. THE DECLARANTS

The Declarants of the Community and the PGC are The Links At Gettysburg, L.L.C and The Links At Gettysburg Realty Company, L.L.C., both Pennsylvania limited liability companies (individually and collectively, the "Declarant"). The Declarants' principal address is 601 Mason Dixon Road, Gettysburg, Pennsylvania 17325.

## 4. THE BUILDER

The Builder of the homes ("Dwellings") to be constructed on the unimproved Units in the Community is The Gettysburg Community, LLC, a Maryland limited liability company. The Builder's principal address is 5283 Corporate Drive, Suite 300, Frederick, Maryland 21701.

## 5. GENERAL DESCRIPTION OF THE PLANNED COMMUNITY

### A. Description of the Community

The Community will be developed in phases. The first phase will contain seven Units, numbered 1 through 4 and 13 through 15, in the Battery Ridge section of the Community. If all of the phases are developed, the Community will ultimately consist of one hundred eleven (111) Units located in three residential sections, as shown on the Plats and Plans: Battery Ridge, The Lookout and Round Top. However, the Declarant has reserved the right in the Declaration to adjust the number of Units to be constructed in the Community, up to a maximum of two hundred (200). Battery Ridge, The Lookout and Round Top are located on three (3) non-contiguous tracts of land, containing a total of approximately 34.242 acres, situated on the north and south sides of Mason Dixon Road, a public road, located in Mount Joy Township, Adams County, Pennsylvania. As described more fully in Section 6 of this Public Offering Statement, the Declarant has reserved the right in the Declaration to add additional tracts of land to the Community, and to construct additional Units thereon.

The Community is located on The Links At Gettysburg Planned Golf Community Property ("PGC Property") as shown on the Plats and Plans. It is presently anticipated that other PGC Communities will be constructed on the PGC Property, as more fully explained in Section 7 of this Public Offering Statement.

### B. Description of the Units

Each Unit in the Community will initially consist of an unimproved lot and, if and when constructed, a detached single-family home constructed by the Builder. The homes are the Builder's "Palatine Courtyard Homes," custom-designed French Provincial style homes available in nine different models, each of which can be customized with various build-out options and floorplans. Both one- and two-story models are available. Every home will have at least a two-car garage and a basement, and may also have porches, patios and/or decks. Each Unit will have a brick-paved driveway and will be professionally landscaped. Most of the homes will be grouped around brick-paved, landscaped courtyards, although some will front directly on interior streets within the Community. The rear of some Units will face The Links At Gettysburg, an 18-hole golf course ("Golf Course").

Unit purchasers will have the option of either electric or propane gas heat, and all Units will be served by electric central air conditioning. Ranges and hot water heaters will be electric or gas, depending on the heating option chosen. Units served by propane gas will have the option to have one or more gas fireplaces and a gas dryer connection. Electricity, gas, telephone, cable television (if and when available) and water and sewer charges are expected to be billed directly to each Unit Owner by the utility service provider. Lawn mowing, landscaping of front yards, leaf removal, snow removal and trash collection will be provided by the Association, and the cost of these services will be included in Unit Owners' monthly Common Expense assessment. Mount Joy Township does not require its residents to recycle at the present time. However, it is anticipated that recyclables will be collected at curbside in conjunction with regularly scheduled trash pick-up if and when, in

the sole discretion of the Executive Board, it becomes economically feasible to do so, or if and when recycling is required by Mount Joy Township.

Mason Dixon Road, which bisects the Community for a distance of approximately one thousand two hundred (1,200) feet, is a public road maintained by the Pennsylvania Department of Transportation ("PennDOT"). The interior streets of the Community and the brick-paved courtyards will be constructed by the Declarant substantially as shown on the Plats and Plans. Thereafter, the interior streets and courtyards will be maintained and repaired by the Association.

### C. Utilities

Units in the Community that are served by propane will be supplied from underground propane storage tanks located within easement areas situate within the Common Elements. The easement areas will be designated on the Plats and Plans. Each Unit will be served by a service line, and Unit propane usage will be metered at the point of connection to the Dwelling located on the Unit. It is presently anticipated that propane service will be provided by Suburban Energy Services ("Suburban"), and that the propane storage tanks, transmission lines and meters will be owned, operated and serviced by Suburban. Propane will be supplied to Unit Owners at a price per gallon that is competitive with the prices offered by other local and regional suppliers, and with the price offered to other Suburban residential customers in Adams County, Pennsylvania. Each Unit Owner will be billed monthly by Suburban.

The Community is served by a public water and sewer system located within the PGC Property and consisting of wells, water storage, treatment and supply facilities, water and sewer lines, fire hydrants and wastewater pumping and treatment facilities. The Declarant has entered into agreements with Aqua Pennsylvania, Inc. ("Aqua") providing for operation of the water supply components of the system ("Water System"), and with Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("SWW") providing for operation of the wastewater treatment components of the system ("Wastewater System"). Aqua and SWW are both affiliates of Aqua America, Inc., a major regional water utility company. Under the provisions of the agreements, Aqua will construct a water tank or tower and one (1) well, and the Declarant will construct all other parts of the Water and Wastewater Systems, and will convey them upon completion to Aqua and SWW, respectively. The Water and Wastewater Systems will be constructed in phases corresponding with the development of the PGC; following conveyance, the Water and Wastewater Systems will be owned, operated and maintained by Aqua and SWW, respectively. The water and sewer service lines installed by the Builder to serve the individual Units will be maintained by the Unit Owners in accordance with the Community Documents. Aqua and SWW are public utility companies regulated by the Pennsylvania Public Utility Commission ("PUC"), and the water and sewer rates charged to Unit Owners are subject to PUC regulation. The Water and Wastewater Systems, which are sometimes referred to collectively herein as the "Community Water and Sewer System", are described in greater detail in Section 19.5 of the Declaration.

Each Unit will be served by an in-ground lawn sprinkler system. It is presently anticipated that water for lawn watering will be drawn from Rock Creek and stored in a

detention pond used to provide water to the Golf Course, from which the sprinkler system will be supplied. Water used in the sprinkler system will be non-potable.

D. Neighborhood Improvement District

The public improvements built on the Community's Common Elements will be financed by Mount Joy Township through the creation of an "Assessment District" under the Pennsylvania Neighborhood Improvement District Act ("NID Act"). The NID Act authorizes Mount Joy Township to issue municipal bonds ("NID Bonds") to finance these public improvements, secured solely by assessments levied against real property (including the Units) in the Assessment District. The Assessment District, which is known as "The Links At Gettysburg Neighborhood Improvement District", has been created by ordinance of Mount Joy Township. The Township has also enacted an ordinance, in accordance with the NID Act, that creates a Neighborhood Improvement District Management Association ("NIDMA"), known as the "Red Rock Municipal Authority", to own the public improvements.

The Assessment District's geographic boundaries presently coincide with the perimeter of the PGC Property, excluding the Golf Course but including the PGC Trails and the Open Space Recreation Area, as defined in Section 5.E hereof. The assessments will be levied in a manner consistent with the provisions of the NID Act in order to amortize the NID Bonds over their 30-year term. The annual assessment shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per Unit. The assessments may be prepaid in whole at any time by payment of a lump sum determined in accordance with the method of apportionment of the assessments approved by Mount Joy Township.

The public improvements may include, but are not limited to, the interior streets, paved courtyards, emergency access driveways, street lighting, and landscaping within the Community, including reconstruction of Clubhouse Drive; and storm water management facilities, the PGC Trails, the Open Space Recreation Area, a road bridge over Lousy Run, widening of Mason-Dixon Road and an underpass under Mason-Dixon Road for golf carts and pedestrians (required by Mount Joy Township as a condition to its approval of the PGC), all of which are located within the Assessment District (collectively, the "NIDMA Facilities"). The proceeds of the municipal bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs incurred in constructing the NIDMA Facilities. Ongoing maintenance and repair of the NIDMA Facilities will be performed by the Association and the Master Association pursuant to maintenance agreements with the NIDMA, and financed through (i) monthly Common Expense assessments levied against each Unit in the Community by the Association, and (ii) monthly Common Infrastructure Expenses levied against each Unit in the Assessment District by the Master Association.

Although the Common Elements upon which some of the NIDMA Facilities will be constructed will be owned by the Association, the NIDMA Facilities themselves will be owned by the NIDMA until the NID Bonds are retired, after which ownership of the NIDMA Facilities will revert to the Association (with the exception of the improvements to Mason-Dixon Road, which will be transferred to PennDOT).

A default on the payment of the NID Bonds will not result in an acceleration of the assessments nor an increase in the maximum annual assessments levied on the Units within the Assessment District. However, the failure of a Unit Owner to pay the assessment related to such Unit in a timely manner will result in a municipal lien on such Unit, and a claim to secure the assessments shall be entered in the Office of the Prothonotary of Adams County, Pennsylvania, at the same time and in the same form and collected in the same manner as municipal tax claims are filed and collected, resulting in a potential foreclosure sale of the Unit as with real property tax delinquencies.

E. Community Amenities and Other Recreation Facilities

Unit Owners in the Community and other PGC Communities shall have the use of certain community amenities. These include a swimming pool and a community center with meeting rooms, locker rooms, restrooms, and other facilities (collectively, the "Community Center"). The Community Center will be owned, operated and maintained by the Master Association (except for the pool house, which will remain part of the Preserved Open Space, subject to an easement permitting use of the restrooms, mechanical facilities and other facilities located on the ground floor of the pool house by the Master Association, its members and their invited guests). In addition to the Community Center, construction of which is complete, Declarant intends to construct two (2) tennis courts on the PGC Property, and may (but is not obligated to) construct other recreational facilities. The Community Center and tennis courts and other facilities are referred to herein as the "Community Amenities". Each Initial Third Party Purchaser of a Unit shall pay a nonrefundable contribution of Three Thousand Dollars (\$3,000.00) to a Community Amenities Membership Fund ("CAM Fund"), which shall be used by the Declarant to finance construction of the Community Amenities. This contribution to the CAM Fund shall also constitute a mandatory prepayment of annual assessments with respect to the Community Amenities.

Contributions to the CAM Fund shall be deposited by the Initial Third Party Purchaser's title agent in a segregated, interest-bearing bank account. A contributor to the CAM Fund shall not be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of such Dwelling Unit or otherwise. Upon completion of the Community Amenities the balance remaining in the CAM Fund, if any, may be used by the Declarant to complete construction of the PGC Trails and the OSRA. Any remaining balance thereafter shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities.

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 they are opened for public use or the closing date with respect to the Initial Third Party Purchaser's Unit. Thereafter, Initial Third Party Purchasers will be entitled to use the Community Amenities upon payment of a mandatory annual assessment to be determined by the Master Association. This annual assessment, which shall be a Common Infrastructure Expense, shall be payable in monthly installments. It shall be equal to the Unit's share of the annual cost of operation and Maintenance of the Community Amenities, as determined pursuant to the provisions of the Master Association Declaration, and is presently estimated to be Three Hundred Eighty Four Dollars (\$384.00). This estimate is

based on sale of one hundred eleven (111) Units in the Community; if additional PGC Communities are constructed and the number of Units in the PGC increases to two hundred sixty two (262), the annual assessment is projected to decrease to approximately Two Hundred Fifty Dollars (\$250.00). Subsequent Dwelling Unit Purchasers may also use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities. The Community Amenities are discussed in detail in Section 19.1 of the Declaration and Section 10.1 of the Master Association Declaration.

Although the Hotel/Conference Center, when and if built, may have its own swimming and tennis facilities, the Declarant has reserved the right in the Declaration to permit guests of the Hotel/Conference Center and owners of Time Share Units to use the Community Amenities, subject to an obligation on the part of the Hotel/Conference Center owner to reimburse the Master Association for a portion of the Community Amenities' operating and Maintenance costs. The Declarant has further reserved the right to permit Golf Course members to use the Community Amenities, subject to (i) payment of an annual membership fee of Seven Hundred Fifty Dollars (\$750.00), (ii) compliance with the rules and regulations for the Community Amenities established by the Master Association, and (iii) annual review of membership by the Master Association, with the right to terminate all such memberships after such review in its sole discretion. The Declarant has also reserved a similar right with respect to members of the public, subject, however, to (i) payment of an annual membership fee of One Thousand Five Hundred Dollars (\$1,500.00), (ii) compliance with the rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) annual review of membership by the Master Association, with the right to terminate all such memberships after such review in its sole discretion.

In addition to the Community Amenities, all Unit Owners shall have the right to use, at their own risk, a system of walking trails ("PGC Trails") to be constructed by the Declarant and the Hotel/Conference Center owner on the PGC Property. Unit Owners shall also have the right to use a one-acre Open Space Recreation Area ("OSRA") to be constructed by the Declarant on the PGC Property that will be improved with playground equipment and picnic facilities, and may also include a basketball court. The PGC Trails and the OSRA form part of the Preserved Open Space that is a feature of the PGC. Construction of the PGC Trails and the OSRA may be financed with (i) proceeds of the NID Bonds issued by Mount Joy Township, (ii) contributions to the CAM Fund, (iii) both, or (iv) otherwise by the Declarant. The Preserved Open Space is discussed more fully in Section 8.E of this Public Offering Statement.

The Community adjoins The Links At Gettysburg, an 18-hole golf course with clubhouse, pro shop, restaurant and lounge, and practice driving and putting facilities. The Golf Course also forms part of the Preserved Open Space. Ownership of a Unit in the Community does not entitle the Unit Owner to membership in or use of the Golf Course. However, use of the Golf Course shall be available to all Unit Owners on a club membership or daily fee basis, subject to compliance with the Golf Course rules and regulations applicable to the public at large. Daily or membership fees are payable in addition to any assessments against the Unit. Unless and until a separate Community meeting facility is constructed, Unit Owners and the Association shall have the right to use



meeting rooms in the Golf Course clubhouse, subject to the Rules and Regulations and reasonable rules and regulations to be established by the Golf Course Owner.

F. Construction Schedule; Miscellaneous

The construction of the first phase of the Community, which will contain the initial seven (7) Units and the interior street depicted on the Plats and Plans as "Battery Ridge Drive", will be substantially completed in the fall of 2003. At the present time, the Builder intends, but is under no obligation, to construct approximately twenty-five (25) Units per year.

All Units in the Community are restricted to residential use. Any ancillary uses are subject to Mount Joy Township zoning regulations and the prior written approval of the Executive Board of the Association.

To the best of the Declarant's knowledge, all governmental approvals required for the subdivision of the three (3) tracts of land constituting the Community and for the construction of the improvements to be built within the Community by the Declarant have been obtained, at the Declarant's expense. Mount Joy Township has, by legislative enactment, established the Neighborhood Improvement District, designated a NIDMA, and approved the NID Plan. Building permits for the dwellings to be constructed by the Builder and occupancy permits, if required by Mount Joy Township, shall be obtained by each Unit purchaser at his own expense.

The Declarant reserves the right to use any Units not yet conveyed to Dwelling Unit purchasers as models or as a sales office.

The Declarant reserves the right to rent or market Units in the Community to investors. However, the Declarant does not presently intend to market Units in the Community to investors.

6. FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE, WITHDRAWABLE AND ADDITIONAL REAL ESTATE

The Declarant anticipates that upon completion of all phases of construction, the Community will consist of one hundred eleven (111) Units. However, pursuant to the terms of the Declaration, the Community will initially consist of a total of seven (7) Units designated as Units 1 through 4 and 13 through 15 in the Battery Ridge section of the Community, as shown on the Plats and Plans. The Declarant has reserved the right under the Declaration to increase the number the Units in the Community up to a maximum of two hundred (200). In addition, the Declarant has reserved the right to create up to six hundred (600) additional planned community or condominium units on the Additional Real Estate, as defined herein.

Certain portions of the Property shown on the Plats and Plans are designated as Convertible Real Estate. The Declarant has reserved the right under Article XX of the Declaration to create Units and Limited Common Elements in the Convertible Real Estate.

Until the creation of Units or Limited Common Elements, the Convertible Real Estate is a part of the Common Elements of the Community. However, real estate taxes and costs associated with maintaining such Convertible Real Estate shall be the responsibility of the Declarant until the conversion occurs or the period of time within which it can occur expires, whichever is earlier. The Declarant has the option to create Units and Limited Common Elements in the Convertible Real Estate for a period of seven (7) years from the date of recording of the Declaration.

The Declaration describes the procedure that the Declarant must follow to create Units or Limited Common Elements in the Convertible Real Estate. This description sets forth the effect such events have on the Allocated Interest in Common Expenses and votes associated with Units already included in the Community. The Allocated Interest, being based upon the then-current number of Units in the Community, including Unimproved Units owned by the Builder, will be adjusted to reflect the additional Units created in the Community. Therefore, as Units are created in the Convertible Real Estate, the Allocated Interest of pre-existing Units will be reduced.

The additional Units and Limited Common Elements that the Declarant may create within the Convertible Real Estate, when improved by the Builder, are expected to consist of additional courtyard cluster homes, all of which will be architecturally compatible with the Dwellings constructed in the initial phase.

Certain sections of the Property shown on the Plats and Plans are designated as Withdrawable Real Estate. The Declarant has reserved the right under Article XXI of the Declaration to withdraw those portions identified as Withdrawable Real Estate from the Community. The Declarant has that option for a period of seven (7) years from the date of recording of the Declaration; however, withdrawing some portions of the real estate may require subdivision approval by Mount Joy Township. Unless and until withdrawn, the Withdrawable Real Estate is a part of the Common Elements of the Community. The withdrawal of any Withdrawable Real Estate will have no effect on pre-existing Units with respect to their share of Common Expenses and votes assigned to those pre-existing Units.

Certain portions of the PGC Property are identified on the Plats and Plans as Additional Real Estate. The Declarant has reserved the right under Article XXII of the Declaration to add Additional Real Estate to the Community and to create Units and Limited Common Elements there. The Declarant has reserved this right for a period of seven (7) years from the date of recording of the Declaration. If Additional Real Estate is added to the Community, it will be added in the form of Convertible and Withdrawable Real Estate, and the provisions of Articles XX and XXI of the Declaration regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, will apply. When new Units are created by conversion of Convertible Real Estate, the Allocated Interest assignable to each Unit will be adjusted in accordance with the formula set forth in the Declaration. The Units created in the Additional Real Estate shall be consistent in construction and architectural style with the buildings on other portions of the Property. The maximum number of Units that may be created in the Additional Real Estate is six hundred (600). No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

## 7. THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

### A. Description of the PGC

It is presently anticipated that the Community will comprise part of a larger planned golf community located on the PGC Property to be known as The Links At Gettysburg Planned Golf Community. The PGC will be developed in accordance with the Mount Joy Township Planned Golf Community Ordinance ("PGC Ordinance"). The Declarant presently intends to construct other planned communities or condominiums, or "PGC Communities", on portions of the PGC Property. These other PGC Communities may include traditional single-family detached homes, courtyard cluster homes, or townhouses. If built, the homes in the other PGC Communities would be restricted to residential use and would be compatible with the Community in terms of architectural style and quality of construction, as more fully discussed in Article XVIII of the Declaration. It is presently anticipated that if all residential sections of the PGC are developed, the PGC will contain a total of two hundred sixty two (262) Units. However, the Declarant has reserved the right under the Declaration to construct a total of up to eight hundred (800) Units in the PGC, as merged or consolidated with other planned communities or condominiums pursuant to Article XVIII, or expanded pursuant to Article XXII, of the Declaration.

The Declarant also expects, but shall have no obligation, to construct a Hotel/Conference Center on a portion of the PGC Property known as "The Retreat", as shown on the Plats and Plans. The Hotel/Conference Center may also contain dwelling units that are marketed on a time share basis ("Time Share Units"). The Hotel/Conference Center is limited in size to a maximum of 300 guest rooms, including Time Share Units, by the PGC Ordinance.

### B. The Master Association

The PGC Ordinance requires creation of a master association for the PGC. Pursuant to the PGC Ordinance, the Act and Pennsylvania Uniform Condominium Act, the Declarant has created, by recording a declaration in the Office of the Recorder of Deeds of Adams County, Pennsylvania, a master association for the PGC called "The Links At Gettysburg Master Association" ("Master Association"). The Master Association is a Pennsylvania non-profit corporation. In addition to ownership, operation and maintenance of the Community Amenities, as described in Section 5.E hereof, the Master Association will be responsible for maintenance and/or the cost of maintenance of the PGC Trails, the OSRA, and the entrance signs shared by the Community, other PGC Communities, and the Golf Course and/or Hotel/Conference Center (collectively, "Common Infrastructure Elements"). The Master Association will also be responsible for assessment of the costs associated with the Common Infrastructure Elements, including operation, Maintenance and insurance ("Common Infrastructure Expenses"), against all Units in the PGC Communities, including the Community. A portion of the Common Infrastructure Expenses will be borne by the Golf Course Owner and by the owner of the Hotel/Conference Center, when and if the Hotel/Conference Center is built. The Master Association may also levy assessments for creation of reserves for future maintenance, repair and replacement of Common Infrastructure Elements, and may accept any other powers delegated to it by the Association or any other Property Owners Association in the PGC. All Unit Owners in the

Community, and other PGC Communities, will be members of the Master Association. The powers, responsibilities and governance of the Master Association are described in detail in the Master Association Declaration and the Master Association Bylaws included in the Exhibits portion of this Public Offering Statement.

8. SUMMARY OF PRINCIPAL PLANNED COMMUNITY AND PGC DOCUMENTS AND CERTAIN CONTRACTS

A number of documents will create and govern the operation of the Community. These documents include the Declaration, the Bylaws and the Rules and Regulations, which, together with the Plats and Plans, are collectively termed the "Community Documents". In addition, various contracts and agreements affect portions of the Community or its day-to-day operations. The Master Association Declaration and the Master Association Bylaws will create and govern the operation of the Master Association and vest it with its initial powers and responsibilities. The following is a summary of the principal relevant documents:

A. Declaration

Pursuant to the Act, Declarant has created the Community by executing and recording the Declaration. A form of the Declaration, which is substantially the same as the recorded document, is attached hereto. The Declaration has been approved by Mount Joy Township pursuant to the PGC Ordinance.

Article I of the Declaration describes the Property, easements and appurtenances to be submitted to the terms and provisions of the Act, describes the respective undertakings of the Declarant and the Builder, and names the planned community. Article I also provides a glossary of certain terms used in the Community Documents.

Articles II and III of the Declaration describe the boundaries of the Units, the Common Elements and the Limited Common Elements in the Community. Unit boundaries (the "Unit title lines") are coterminous with the lot lines shown on the Plats and Plans. The significance of the Unit title lines is that all portions of the Unit contained within these lines are owned by the Unit Owner, and the Unit Owner has sole responsibility for the care, maintenance and replacement and insurance of these areas, unless the Community Documents expressly provide to the contrary.

Article II also refers to the Plats and Plans, which describe the boundary lines of the Property and the Unit title lines of Units, as well as the location of Common Elements. The Plats and Plans also show the Additional, Convertible and Withdrawable Real Estate.

Certain portions of the Property may be designated as Limited Common Elements in the Declaration and the Plats and Plans. Limited Common Elements consist of portions of the Property which serve one or more but fewer than all of the Units in the Community. Limited Common Elements are generally maintained by the Association, and the cost of such maintenance is allocated to the Unit Owners as a Common Expense, unless the Community Documents expressly provide to the contrary.

All portions of the Property not contained within a Unit and not designated as Limited Common Elements are deemed to be Common Elements. Common Elements are maintained by the Association on behalf of all Unit Owners, and the cost of this maintenance is allocated to the individual Units in accordance with their Allocated Interests. The formula by which the Allocated Interests are established is set forth in Section 2.1 of the Declaration

Article III of the Declaration describes the Limited Common Elements in the Community.

Article IV of the Declaration describes the types of improvements and alterations that a Unit Owner may make to a Unit and sets forth the circumstances under which the prior permission of the Executive Board is required.

Article V of the Declaration delineates the responsibility for maintaining the Units, Common Elements and Limited Common Elements, as between the Unit Owners and the Association.

Article VI of the Declaration lists various easements to which the Community or certain portions of the Community are subject. Subsection 6.1.1 reserves to the Declarant the right to maintain models, signs and management offices on the Property. Additional easements are reserved to the Association to operate and maintain certain portions of the Units, Common Elements and Limited Common Elements. Certain rights are reserved to Unit Owners in portions of the Community other than the Owner's Unit. Subsection 6.1.7 describes the right of Unit Owners, granted by the Declarant in the Open Space Declaration, to use the PGC Trails and the OSRA. Subsection 6.1.8 grants to the Association the right to enter upon the exterior of any Unit for purposes of lawn mowing, landscaping and snow removal on that Unit or the adjacent Common Elements and Limited Common Elements, and for any other purpose necessary for the Association to carry out its powers and responsibilities. Subsection 6.1.9 requires the Association to grant easement rights to the NIDMA to allow the NIDMA to own the NIDMA Facilities located on the Common Elements.

Articles VII and VIII of the Declaration impose various restrictions on the use of the Units and various other portions of the Community. The Units in the Community are restricted principally to residential uses only. Subject to certain exceptions, any lease of a Unit must be in writing and for an initial term of not less than one (1) year. (For more information regarding these restrictions, see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units".)

In addition to those provisions contained within the Declaration dealing with the use of individual Units, additional Rules and Regulations (consistent with the Declaration) may be promulgated by the Executive Board of the Association. The initial Rules and Regulations are included in the Exhibits portion of this Public Offering Statement.

Article IX of the Declaration deals with the liability of Unit Owners to pay Common Expense Assessments allocated to their individual Units and provides for the procedures to

be followed to fix assessments and to collect assessments in the event that a Unit Owner fails to pay them.

Article XI of the Declaration provides for the transition from a Declarant-appointed and controlled Executive Board to an Executive Board controlled by Unit Owners other than the Declarant. The period of Declarant Control shall end on the earlier of (i) sixty (60) days following the date on which seventy-five percent (75%) of the Units that may be created in the Community have been sold to Unit Owners other than the Declarant, (ii) seven (7) years after the date of the recording of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (iii) on certain other dates set forth in Section 11.1 of the Declaration. Article XI also reserves to the Declarant certain Special Declarant Rights to continue to develop the Property, including the right to assign those development rights to a successor Declarant.

Article XII of the Declaration provides for limitations on the liability of members of the Executive Board and officers of the Association and provides for the indemnification of such members and officers against all expenses and liabilities which they may incur in the performance of their duties, absent their willful misconduct or gross negligence. Other sections of Article XII provide for the defense of claims against the Association.

Article XIII of the Declaration requires the Association and Unit Owners, respectively, to maintain various types of insurance in connection with the Community. (See the portion of the Narrative entitled "Planned Community Insurance".)

Article XIV of the Declaration provides that the Unit Owners and the Association shall rebuild and repair any portion of the Property that is damaged or destroyed by fire or other casualty. Responsibility for repair and rebuilding is allocated to Unit Owners and the Association in accordance with the requirements of the Act and the provisions of the Declaration.

Article XV of the Declaration provides the procedures by which the Declaration may be amended.

Article XVI of the Declaration sets forth the procedure by which the Bylaws may be amended.

Article XVII of the Declaration provides for fundamental due process procedures that must be followed by the Association prior to taking certain actions. For example, Article XVII requires that a Notice and Hearing be provided to a Unit Owner before certain punitive actions are taken against that Unit Owner.

Article XVIII of the Declaration sets forth the powers that the Association has pursuant to the Act and the Declaration. The provisions of Article XVIII contain the Declarant's reservation of the option to delegate powers of the Association to a Master Association and the option to merge the Community with one or more other planned communities or condominiums.

Article XIX describes the Community Amenities, the Golf Course, the Hotel/Conference Center that may be constructed on a portion of the PGC Property, the Neighborhood Improvement District and the Community Water and Sewer System.

Article XX and Article XXI of the Declaration set forth the provisions relating to the flexible nature of the Community. The provisions contain the Declarant's reservation of the option to create Units and Limited Common Elements in the Convertible Real Estate or to withdraw portions of the Withdrawable Real Estate from the Community. These Articles also describe any effect of the Declarant's exercise of its options on the Allocated Interest assignable to each Unit, as well as the procedures by which the options are exercised. Any buildings that are constructed within the Convertible Real Estate shall be consistent in construction and architectural style with the buildings on other portions of the Property. No other assurances are made as to any other improvements that may be made in the Convertible Real Estate, and no assurances are made as to any portion of the Withdrawable Real Estate withdrawn pursuant to Article XXI.

Article XXII of the Declaration sets forth the provisions relating to expansion of the Community beyond the boundaries shown on the Plats and Plans. The provisions contain the Declarant's reservation of the option to add Additional Real Estate to the Property. Additional Real Estate will be added in the form of Convertible and Withdrawable Real Estate, and the provisions of Articles XX and XXI regarding creation of Units and Limited Common Elements, and withdrawal of portions of the Withdrawable Real Estate, apply to the Additional Real Estate once it is added to the Property. This Article also describes the effect of the Declarant's exercise of its option on the Allocated Interest assignable to each Unit, as well as the procedures by which the option is exercised. Any buildings that are constructed within the Additional Real Estate shall be consistent in construction and architectural style with the buildings on other portions of the Property. No other assurances are made as to any other improvements that may be made in the Additional Real Estate.

Article XXIII of the Declaration describes the procedure for terminating the Community.

#### B. Bylaws

The Bylaws are the rules for governance of the Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Association.

Article II of the Bylaws sets forth the membership rights of all Unit Owners in the Association and sets forth the time, location, purpose and order of business to be conducted at meetings of the Association. Article II also sets forth the required notice, quorum and voting rights of the Unit Owners as members of the Association and the procedures to be followed in conducting meetings of the Association. The Bylaws require the Association to conduct meetings at least annually. At such meetings various members



of the Executive Board will be elected, and the members present will conduct such other business as may be required by law or by the Community Documents.

Article III of the Bylaws contains provisions concerning the Executive Board of the Association. The sections in this Article describe the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Board and removal of members, and include provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board serving on behalf of the Association. Among the various powers of the Executive Board is the discretionary power to enter into a contract for professional management of the Community.

Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.4 establishes requirements and limitations for the terms of any management contracts entered into by the Association.

Article IV of the Bylaws contains provisions governing the election of officers of the Association by the Executive Board and the duties of such officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws allocates the responsibility for maintaining, repairing and replacing Common Elements, Limited Common Elements and Units between the Association and Unit Owners.

Article VI of the Bylaws provides the remedies that shall be available to the Association and the measures it may take with respect to a Unit Owner who has failed to comply with the Community Documents or the Act and provides that the Executive Board shall resolve any disputes or disagreements between Unit Owners relating to the Property.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Association, the rights of Unit Owners and the holders of mortgagees to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions with respect to the Community.

#### C. Rules and Regulations

The Association has adopted Rules and Regulations for the Community, which may be amended from time to time by resolution of the Executive Board. The Rules and Regulations contain restrictions on the use of Units and Common Elements (see the portion of this Narrative entitled "Restrictions on Transferability or Use of Units") and regulations with respect to pets, storage, parking, entry by the Association upon the exterior of Units, payment of Common Expense assessments, and other aspects of the Community.



D. Agreement of Purchase

Sections 1.2 and 1.3 of the Declaration describe the respective obligations of the Declarant and the Builder with respect to development of the Units. Pursuant to an agreement between the Declarant and the Builder, Units will be offered for sale to third party purchasers under an Agreement of Purchase with the Builder. As an accommodation to the Builder, a copy of the Agreement of Purchase that may be executed by the Builder and Unit purchasers is attached as an Exhibit hereto. The Agreement of Purchase sets forth the various rights, duties and obligations of the purchaser and the Builder with reference to the individual Unit to be purchased. The Builder reserves the right to modify the Agreement of Purchase from time to time.

E. Management Agreement

The Association has entered into a Management Agreement with Clagett Management, a property management firm ("Manager"). The Manager will be responsible for overseeing the day-to-day operations of the Community pursuant to the instructions of the Executive Board. The Management Agreement will be for an initial term of one (1) year beginning on the date of recording of the Declaration. The Executive Board proposes to initially pay the Manager a management fee of Ten Dollars (\$10.00) per month per Unit. The Master Association has entered into a similar management agreement

F. Open Space Declaration

The Links Declarant and Mount Joy Township have executed a Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space ("Open Space Declaration"), which has been recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania. A form of the Open Space Declaration, which is substantially the same as the recorded document, is attached as an Exhibit hereto. The Open Space Declaration provides that a portion of the real estate comprising the PGC Property, as described in the Open Space Declaration, shall be permanently preserved and maintained as Preserved Open Space. The Preserved Open Space includes the Golf Course, the PGC Trails, and the Open Space Recreation Area, as well as woods, fields, streams and other undeveloped areas. The Open Space Declaration grants to each Unit Owner and occupant the right to use the PGC Trails and the OSRA, and also provides for the maintenance of these facilities.

G. Master Association Declaration

The Declarant has executed and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, an Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"). A form of the Master Association Declaration, which is substantially the same as the recorded document, is attached as an Exhibit hereto.

Article I of the Master Association Declaration creates the Master Association and provides a glossary of certain terms used therein.

Article II of the Master Association Declaration sets forth the membership in the Master Association and allocates votes to the Voting Members.

Article III of the Master Association Declaration contains provisions concerning the Executive Board of the Master Association. This Article describes the appointment of the initial Executive Board, the replacement of the appointed members of the Executive Board with elected members, and the number, term and voting rights of members of the Executive Board.

Article IV of the Master Association Declaration describes the powers and responsibilities of the Master Association. These include an initial vesting of responsibility for maintaining and/or payment of the cost of maintaining the Common Infrastructure Elements, ownership and maintenance of the Community Amenities, and establishment of reserves for future maintenance.

Article V of the Master Association Declaration defines Common Infrastructure Expenses and establishes a method of apportioning those expenses among Members of the Master Association. It also addresses the liability of Unit Owners to pay Common Infrastructure Expense assessments and provides for the procedures to be followed to collect assessments in the event that a Unit Owner fails to pay them.

Article VI of the Master Association Declaration lists various easements to which the Common Infrastructure Elements owned by the Master Association are subject. Subsection 6.1.5 requires the Master Association to grant easement rights to the NIDMA to allow the NIDMA to own the NIDMA Facilities located on, or comprising part of, the Common Infrastructure Elements.

Article VII of the Master Association Declaration provides for limitations on the liability of members of the Executive Board and officers of the Master Association and provides for the indemnification of such members and officers against all expenses and liabilities that they may incur in the performance of their duties, absent their willful misconduct or gross negligence.

Article VIII of the Master Association Declaration requires the Master Association to maintain various types of insurance in connection with the Common Infrastructure Elements.

Article IX of the Master Association Declaration provides that the Master Association shall rebuild and repair any Common Infrastructure Element for which casualty insurance is required to be maintained by the Act or the Condominium Act that is damaged or destroyed by fire or other casualty.

Article X of the Master Association Declaration describes the Community Amenities and the Neighborhood Improvement District.

Article XI provides that the Master Association Declaration is subordinate to the Open Space Declaration.

Article XII provides for the amendment of the Master Association Declaration and the Master Association Bylaws.

Article XIII of the Master Association Declaration provides for fundamental due process procedures that must be followed by the Master Association prior to taking certain actions.

#### H. Master Association Bylaws

The Master Association Bylaws are the rules for governance of the Master Association and serve the same purpose as the Bylaws of a corporation.

Article I of the Bylaws sets forth the name of the Master Association and incorporates the provisions of the Pennsylvania Nonprofit Corporation Law with respect to the conduct of the affairs of the Master Association.

Article II of the Bylaws sets forth the membership in the Master Association and the membership rights of all Members, as well as the time, location, purpose and order of business to be conducted at meetings of the Master Association. Article II also sets forth the required notice, quorum and voting rights of the Members and the procedures to be followed in conducting meetings of the Master Association. The Bylaws require the Master Association to conduct meetings at least annually. At such meetings voting members of the Executive Board will be elected by the governing bodies of the PGC Communities, including the Community, and the members present will conduct such other business as may be required by law or by the Master Association Declaration.

Article III of the Bylaws contains provisions concerning the Executive Board of the Master Association. This Article describes the number and term of members of the Executive Board, nominations to the Executive Board, the filling of vacancies on the Executive Board by election and appointment, the removal of members, and includes provisions dealing with procedures for taking actions at regular and special meetings of the Executive Board. Section 3.2 sets forth the various powers and duties of the Executive Board. Article III also sets forth requirements governing the validity of contracts with interested Executive Board members. Section 3.5 establishes the allocation of votes among voting members of the Executive Board.

Article IV of the Bylaws contains provisions governing the election of officers of the Master Association by the Executive Board and the duties of such officers. The Executive Board annually elects a President, Vice-President, Secretary, Treasurer and such other officers as the Executive Board may determine.

Article V of the Bylaws describes the responsibility of the Master Association for maintaining the Common Infrastructure Elements.

Article VI of the Bylaws provides the remedies that shall be available to the Master Association and the measures it may take with respect to a Member who has failed to comply with the Community Documents or the Act and provides that the Executive Board shall resolve any disputes or disagreements between Members relating to the PGC.

Article VIII of the Bylaws describes the kinds of records that must be maintained by the Master Association, and the rights of Members and the holders of mortgagees to inspect such records.

Article IX of the Bylaws contains provisions dealing with the manner in which notices must be delivered and sets forth other miscellaneous provisions.

I. Access Drive and Entrance Sign Easement

The Links Declarant has declared and has recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, a perpetual easement for the benefit of the Unit Owners and occupants that grants to them the right to use Clubhouse Drive for access to the Community and the right to use the entrance sign at the intersection of Clubhouse Drive and Mason Dixon Road.

J. Propane Facilities Easement

The Declarant has reserved unto itself by declaration recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, a perpetual easement for the purpose of installing, operating, repairing and replacing the propane storage tanks, transmission lines and related facilities (collectively, "Propane Facilities"), as well as temporary construction easements for the initial construction and subsequent maintenance, repair, replacement and relocation of the Propane Facilities. The Declarant has also reserved the right to assign the rights reserved under the Propane Facilities Easement to one or more providers of propane gas service ("Gas Providers").

K. Miscellaneous Contracts Affecting the Planned Community

In addition to the Management Agreement and ordinary service contracts, the following contracts or agreements currently in effect or expected to be made will affect the Community:

(i) Community Water and Sewer System. The Declarant has entered into contracts with affiliates of Aqua America, Inc. to own, operate and maintain the Water System and Wastewater System. Unit Owners will be billed, and service calls will be provided, directly by Aqua America, Inc. and/or its affiliates. Unit Owners will be billed, and service calls will be provided, directly by Aqua America, Inc. and/or its affiliates. The System is discussed more fully in Section 5.C of this Public Offering Statement and Section 19.5 of the Declaration.

(ii) Neighborhood Improvement District ("Assessment District"). The NIDMA, which is discussed more fully in Section 5.D of this Public Offering Statement, has entered into an Easement Agreement with the Association and the Declarant that enables it to own the NIDMA Facilities located within the Common Elements of the Battery Ridge section of the Community. In addition, the NIDMA has entered into a Maintenance Agreement with the Association under which the Association will assume responsibility for the operation, maintenance, repair and replacement of the NIDMA Facilities located within the Common Elements of Battery Ridge and bill Unit Owners for the cost of such maintenance through monthly Common Expense assessments. It is expected that the NIDMA will execute similar agreements with the Association, other PGC homeowners' associations, and the Master Association, as the phased development of the Community and the PGC progresses.

(iii) Propane Supply. In the Propane Facilities Easement described in Section 8.I hereof, the Declarant will reserve unto itself easement rights to allow for the installation of underground propane storage tanks and ancillary facilities on the Common Elements, and gas transmission lines on the Common Elements and Units. The Declarant has entered into an agreement with Suburban Energy Services, and may enter into agreements with additional Gas Providers, who will construct, own, maintain, repair and replace the propane supply system, fill the storage tanks as required, take meter readings and bill Unit Owners for actual propane usage. The Declarant will be paid the difference between the retail price per gallon charged to Unit Owners and the regional wholesale price per gallon as consideration for the assignment to the Gas Provider of the easement rights reserved in the Propane Facilities Easement.

The Act provides that certain contracts that affect the Community shall be terminable by the Association at any time after the Executive Board elected entirely by the Unit Owners pursuant to Article XI of the Declaration takes office upon at least ninety (90) days' prior notice to the other party.

#### 9. PLANNED COMMUNITY HOMEOWNERS ASSOCIATION AND MASTER ASSOCIATION FINANCIAL MATTERS

A projected operating budget for the Association, prepared by the Manager, for the year 2006, is included in the Exhibits portion of this Public Offering Statement. It is projected on the basis of the cumulative sale and settlement of fifty (50) Units. A second budget that is projected on the basis of sale and settlement of all one hundred eleven (111) Units is also provided for informational purposes.

The budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. The amount of the initial payment into the reserves for the year 2006, as reflected in the budget, is projected to be \$3,220.00.

In addition, projected operating budgets for the Master Association for the year 2006 and on the basis of the sale and settlement of one hundred eleven (111) Units are also provided. The Master Association budget also contains provisions for the creation of

reserves for future repairs and replacements and capital expenditures. The amount of the initial payment into the reserves for the year 2006, as reflected in the budget, is projected to be \$5,865.50.

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association, and Common Infrastructure Assessments payable to the Master Association. The Declarant will endeavor to cap the combined monthly assessments (excluding annual assessments relating to operation and Maintenance of the Community Amenities) for a period of four years from the First Settlement. This cap will be One Hundred Fifty Dollars (\$150.00) per Unit per month for the first year, and will increase by three percent (3%) on the first, second and third anniversaries of the First Settlement; provided, however, that any increase in the cost of Common Expense or Common Infrastructure Expense items caused by force majeure events, including any increase in the annual premium for required insurance of greater than one hundred percent (100%), shall not be subject to the aforementioned cap.

At present, the Declarant pays the cost of maintenance of Clubhouse Drive. This is expected to become a Common Infrastructure Expense shared by the Community, other PGC Communities and the Golf Course beginning on the second anniversary of the First Settlement, as provided in the Master Association Declaration. This Common Infrastructure Expense is not reflected in the projected operating budget of the Master Association attached as an Exhibit hereto. There are no other expenses that the Declarant currently pays that are expected to become Common Expenses of the Association or Common Infrastructure Expenses of the Master Association at a future date.

The initial capitalization of the Association and the Master Association will be provided by non-refundable payments made by each purchaser of a Dwelling Unit at the time of settlement. These payments will be in an aggregate amount equal to Three Hundred Dollars (\$300.00) per Dwelling Unit. Two Hundred Twenty Five Dollars (\$225.00) will be paid to the Association and Seventy Five Dollars (\$75.00) will be paid to the Master Association in order to provide them with working capital and otherwise to meet their financial needs. No purchaser is entitled to a refund of these payments at any time or under any circumstances, and they are not a prepayment of monthly Common Expense and Common Infrastructure Expense assessments to be credited to the Unit Owner's monthly assessment obligation.

At the settlement for each Unit purchased, the Purchaser will be required to pay additional normal and customary settlement costs.

#### 10. ENCUMBRANCES UPON TITLE

The Community is subject to the terms of the Declaration, as recorded, and the conditions shown on the Plats and Plans recorded as an exhibit to the Declaration, the Bylaws, and the Rules and Regulations, as each of these may be amended. The PGC is subject to the Master Association Declaration, as recorded, and the Bylaws, as each of these may be amended.

The Act grants certain statutory easements that affect the Community including:

(a) An easement provided in Section 5216 of the Act making any Unit or Common Element subject to a valid easement to the extent that any other Unit or Common Element encroaches upon it.

(b) The rights granted under Section 5217 of the Act for the Declarant to maintain signs on the Common Elements advertising the Community and, as provided in the Declaration, maintain sales offices, management offices and models in the Community.

(c) An easement provided the Declarant by Section 5218 of the Act through the Common Elements as may be reasonably necessary for the purpose of discharging the obligations of the Declarant or exercising Special Declarant Rights (such as those options retained in connection with Convertible Real Estate).

Section 1.4 of the Declaration refers to various recorded easements, encumbrances, restrictions and agreements affecting the Community and the PGC. These include all utility and other easements shown on the Plats and Plans.

Article VI of the Declaration provides additional easements affecting both the Units and Common Elements for utilities, pipes and conduits and easements for ingress, egress and regress. Section 6.1.1 describes the easements the Declarant reserves for marketing purposes. Section 6.1.9 obligates the Association to grant an easement to a NIDMA as required by the NIDMA for ownership of NIDMA Facilities located on the Common Elements.

Article VI of the Master Association Declaration provides additional easements affecting Common Infrastructure Elements owned by the Master Association for utilities, pipes and conduits and easements for ingress, egress and regress. Section 6.1.5 obligates the Master Association to grant an easement to a NIDMA as required by the NIDMA for ownership of NIDMA Facilities located on or comprising part of the Common Infrastructure Elements.

The PGC Property, which includes the Community, is presently encumbered by a mortgage in the amount of \$5,050,000.00 given by the Links Declarant to Bank of Hanover and Trust Company dated March 7, 2002, and recorded in Adams County Record Book 2583, Page 338. This mortgage lien and any other encumbrances placed on the Community by the Declarant will be released on a Unit-by-Unit basis as Units are sold and settled.

In addition to the foregoing, title to the Community is subject to unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area and encroachments that an accurate and complete survey would disclose.

## 11. FINANCING FOR PURCHASERS OF UNITS

The Declarant does not intend to offer financing to purchasers of Units.

12. WARRANTIES PROVIDED BY THE DECLARANT AND THE BUILDER

Pursuant to Section 1.3 of the Declaration, the Builder shall provide in the Agreement of Purchase for a Unit a warranty which is at least as coextensive as the terms of the warranty set forth in Section 5411 of the Act insofar as those provisions relate to structural defects in the Units. The Builder warrants each of the Units against structural defects for two (2) years from the date it is conveyed to a bona fide purchaser. Pursuant to Section 5411 of the Act, the Declarant warrants all Common Elements and all improvements constructed on the Units by the Declarant for two (2) years from the date of completion of those Common Elements or improvements. There are no other warranties, express or implied, on any of the structures, fixtures or appliances in the Units or Common Elements, except as may be provided by manufacturers or specifically provided by the Builder in the Agreement of Purchase for a Unit.

13. LITIGATION INVOLVING THE ASSOCIATION, THE MASTER ASSOCIATION, THE PLANNED COMMUNITY, OR THE PGC

As of the effective date of this Public Offering Statement there are no judgments against the Association or the Master Association, nor is either entity a party to any pending litigation. The Declarant has no actual knowledge of any currently pending litigation that would have any material effect on the Community or the PGC.

14. ESCROW DEPOSITS UNDER AGREEMENTS OF PURCHASE

Any deposit made in connection with the purchase of a Dwelling Unit will be held in an escrow account by the Builder's agent and will be returned to the purchaser if the purchaser cancels his contract within the seven (7) day time period provided by Section 5406 of the Act.

15. RESTRICTIONS ON TRANSFERABILITY OR USE OF UNITS IN THE COMMUNITY

A. Restrictions on Resale and Leasing

There are no restrictions imposed by the Declaration upon the resale of a Unit in the Community by its owner and no right of first refusal with respect to such a resale. However, Section 5407 of the Act sets forth certain disclosure requirements that must be met by the Owner selling his Unit and by the Association.

Article VIII of the Declaration provides certain requirements that must be met for leasing of Units in the Community. These limitations include the following:

- (a) No Unit may be leased for a term of less than one (1) year, subject to certain exceptions;



(b) All leases must be in writing and are subject to the requirements of the Community Documents and the Association;

(c) A Unit Owner shall deliver a copy of the Declaration, the Association Bylaws and Rules and Regulations to the tenant at the time the lease is executed, and the tenant shall sign a receipt for the Declaration, the Association Bylaws and Rules and Regulations. Copies of any amendment(s) to the Declaration, the Association Bylaws or Rules and Regulations shall be delivered by the Unit Owner to the tenant if such amendment(s) affect the tenant's occupancy of the Unit.

(d) A copy of all leases must be furnished to the Executive Board within ten (10) days after execution.

(e) No more than two (2) persons unrelated by blood or marriage shall occupy a leased Unit without the prior written consent of the Executive Board.

The foregoing lease restrictions are not applicable to the Declarant or the Builder.

**B. Restrictions on Use of Units**

In addition to the restrictions upon the use of Units in the Community discussed earlier in this Narrative (under the heading "General Description of the Project"), the Community Documents impose the following restrictions on use:

(a) All Units in the Community, except for any Units used by the Declarant or the Builder as a model or sales office, are restricted to residential use, and Units are to be maintained in a good state of repair and cleanliness.

(b) All laws and governmental requirements and the Rules and Regulations must be complied with by Unit Owners.

(c) Unit Owners may not obstruct the Common Elements in any way nor may Unit Owners store or place anything in or on the Common Elements without the prior written consent of the Executive Board.

(d) No Unit may be used, occupied or kept in a manner which in any way increases the fire insurance premiums for the Property without the prior written permission of the Executive Board.

(e) All garbage and trash must be disposed of in accordance with municipal regulations by the removal service designated by the Association. Unit Owners will be billed for the service as part of their monthly Common Expense assessment. Trash containers, bags, etc. may not be placed curbside prior to dusk on the day immediately before the established removal day. Containers and bags may not be stored between disposal days anywhere on the exterior of any Unit, including decks, patios and balconies.

(f) No immoral, improper, obnoxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein which would be an annoyance or nuisance to the other Units or occupants.

(g) No Unit Owner other than the Declarant may erect any sign, decoration, plaque, flag, flag holder or any other item on his Unit or any Limited Common Element that is visible from outside his Unit without prior written permission of the Executive Board, except as permitted by the Rules and Regulations.

(h) White or off-white backed draperies or curtains or white or off-white blinds, acceptable to the Executive Board, must be installed and maintained on all windows of Units that would customarily be treated with curtains or blinds.

(i) Unit Owners may not install window air conditioners, clothes lines or any other item which protrudes through any window or from any part of a Unit, nor may patios be enclosed by the Unit Owner, without prior written consent of the Executive Board.

(j) Parking is only permitted in designated parking areas shown on the Plats and Plans, and as provided in the Rules and Regulations. Unit Owners must abide by parking regulations imposed by the Association.

(k) Only customary household pets may be kept in a Unit, subject to the Rules and Regulations. A visually impaired or handicapped Unit Owner would not be prohibited from keeping a seeing-eye dog or other animal assistant in the Unit.

(l) Unit Owners are responsible at all times to keep their pets under control and are responsible for any property damage caused by their pets. No pets are permitted to be unleashed at any time while outside a Unit. No stakes, chains, curbside kennels or other items for securing pets temporarily while outside a Unit are permitted.

(m) Unit Owners are responsible for maintaining their individual Units in good order and repair at the owner's expense. The responsibilities of the Unit Owner for cleaning, maintenance and repair include the cleanliness of any Limited Common Element adjacent to the Unit and the cleaning and replacing of glass panes in any window serving the Unit (including glass panes broken by errant golf balls).

(n) Kerosene and similar unvented heaters are prohibited.

(o) No fences, alterations or improvements outside of a Unit may be constructed by a Unit Owner without the written permission of the Executive Board. Exterior modifications to certain Units facing the Golf Course and Clubhouse Drive, designated in the Declaration as "Golf Course Units", require the approval of the Golf Course Owner, the Association and the Master Association, as provided in Section 7.2 of the Declaration.

Purchasers of Units within the Community should refer to the Rules and Regulations attached to this Public Offering Statement and to Articles IV and VII of the Declaration for the complete text of use restrictions for the Community.

#### 16. PLANNED COMMUNITY AND PGC INSURANCE

The Common Elements and the Limited Common Elements in the Community, to the extent that the Limited Common Elements can be insured separately from a Unit, will be insured by a policy of fire and property damage insurance written on an "all-risk" basis, in an amount sufficient to provide for the replacement of the insured property under normal circumstances. The premium for this insurance will be paid by the Association, and each Unit Owner will pay his share as part of his assessment for Common Expenses.

This master policy will not insure the Unit or the personal property of the Unit Owner because it is the individual responsibility of Unit Owners to obtain property insurance and liability insurance with respect to claims arising out of the use and ownership of their individual Units. Casualty and liability insurance should be obtained by each Unit Owner to protect against fire or other damage to his Unit and personal property and to protect against liability claims arising from events occurring or conditions within the Unit.

The Association will also carry a liability insurance policy on behalf of the Association and all Unit Owners to insure against liability arising out of the ownership or use of the Common Elements. This policy will name the Manager and the NIDMA as additional insured parties. However, this policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

The Executive Board is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

The Master Association will carry property/casualty and liability insurance on behalf of the Master Association and all Unit Owners in the PGC to insure against loss of or damage to, or liability arising out of the ownership, maintenance or use of, the Community Amenities and other Common Infrastructure Elements. However, this liability policy will not insure Unit Owners against liability arising from an accident or an injury occurring within their Units or from their own negligence.

The Executive Board of the Master Association is also authorized to obtain directors' and officers' liability insurance, fidelity bond and indemnification insurance, to the extent reasonably available.

Prospective Unit Owners are encouraged to discuss the Community's and the PGC's insurance coverage with their insurance agent and to provide him or her with a copy of the Declaration and the Master Association Declaration so that the Unit Owners' insurance coincides with the Association's policies without gaps or overlaps in coverage.

17. EXPECTED FEES OR CHARGES FOR USE OF THE COMMON ELEMENTS AND OTHER FACILITIES RELATING TO THE PLANNED COMMUNITY AND THE PGC

A. NID Assessments

In addition to the regular monthly Common Expense and Common Infrastructure Expense assessments for the use of the Common Elements of the Community and Common Infrastructure Elements of the PGC, an annual assessment, not to exceed One Thousand Five Hundred Dollars (\$1,500.00), will be levied against real property, including the Units, in the Assessment District for the purpose of repaying the municipal bonds issued to finance such construction, for the 30-year term of the bonds. The NIDMA is discussed in greater detail in Section 5.D of this Public Offering Statement and Section 19.4 of the Declaration.

B. Community Amenities Membership Fund

Each Initial Third Party Purchaser shall pay a nonrefundable contribution to the CAM Fund of Three Thousand Dollars (\$3,000.00) at the closing for the Unit. This fund will be used to construct and maintain the Community Amenities, and may also be used to defray the cost of constructing the PGC Trails and the OSRA. This contribution constitutes a mandatory prepayment of the annual assessment for operation and Maintenance of the Community Amenities. Payment of the contribution shall entitle each Initial Third Party Purchaser to three (3) consecutive years' use of the Community Amenities. Beginning in the fourth year of membership, each Initial Third Party Purchaser shall be entitled to use the Community Amenities upon payment of such annual assessment, which shall be a Common Infrastructure expense, payable in monthly installments added to the other monthly Common Infrastructure Expense assessments levied against each Unit by the Master Association. Subsequent Dwelling Unit Purchasers shall be entitled to use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities. The Community Amenities and the CAM Fund are described in detail in Section 5.E of this Public Offering Statement, Section 19.1 of the Declaration and Section 10.1 of the Master Association Declaration.

18. PRESENT CONDITION OF ALL STRUCTURAL COMPONENTS AND MAJOR UTILITY INSTALLATIONS

All structural components and major utility installations within the Community and the PGC will be new and shall be constructed in a good and workmanlike manner. The projected useful life of those components for which reserves will be maintained is detailed in the full budgets included in this Public Offering Statement.

19. ENVIRONMENTAL MATTERS

An environmental report entitled "ASTM Phase I Environmental Site Assessment of the Hill and Klein Farms, Mason Dixon Road, Adams County, Gettysburg, Pennsylvania" (Project No. 976374) dated July 21, 1997 (the "Report") was conducted by Penniman &

Browne, Inc. for Declarant with regard to the proposed PGC site. No significant adverse conditions were disclosed in the Report, and the Report makes no recommendations for further action. The Report notes that radon levels reported in the Zip Code area in which the subject properties are located are above the EPA action level of four (4) picoCuries/Liter, the level at which homeowners and buyers are urged to do further testing. A copy of the Report is available to prospective purchasers upon request. Beyond the Report, Declarant has no knowledge of any hazardous conditions, including contamination affecting the Community by hazardous substances, hazardous wastes or the like, or the existence of underground storage tanks for petroleum products or other hazardous substances, except for the underground storage tanks comprising part of the propane gas supply system for the Community. Declarant has no knowledge of any other investigation conducted to determine the presence of hazardous conditions on or affecting the Community. Declarant has no knowledge of any other finding or action recommended to be taken in any other report of any investigation or by any governmental body, agency or authority in order to correct any hazardous conditions or any action taken pursuant to any such recommendations.

The Declarant applies approved pesticides and herbicides to the Golf Course in accordance with applicable federal and state environmental regulations.

Additional information concerning environmental conditions affecting the Community may be obtained from the following:

Pennsylvania Department of Environmental Resources  
Harrisburg Regional Office  
One Ararat Boulevard  
Harrisburg, PA 17110  
Phone: (717) 657-4585

U.S. Environmental Protection Agency  
841 Chestnut Street  
Philadelphia, PA 19107  
Phone: (215) 597-9800

## 20. AMENDMENTS

This Public Offering Statement is subject to change without notice in order to reflect any material changes in the information set forth herein or otherwise required by the Act.

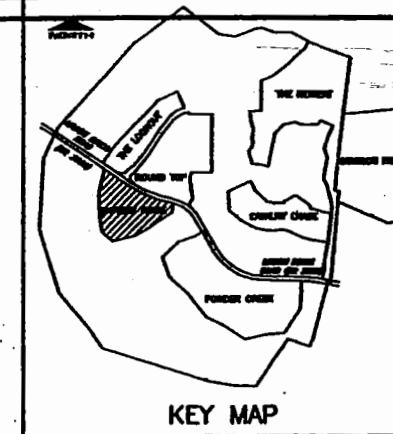
ANY INFORMATION OR DATA REGARDING THE COMMUNITY NOT INCLUDED IN THIS PUBLIC OFFERING STATEMENT MUST NOT BE RELIED UPON. NO PERSON HAS BEEN AUTHORIZED BY THE DECLARANT TO MAKE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY CONTAINED HEREIN, AND NOTHING IN THIS PUBLIC OFFERING STATEMENT MAY BE CHANGED OR MODIFIED ORALLY.





PROPOSED PROPEANE TANK EASEMENT AREA: 4778.4 SF

CURVE TABLE						
No.	DELTA	TANGENT	ARC	RADIUS	CHORD	CHORD BRG
C1	15°29'02"	7.34	14.59	54.00	14.55	S43°01'24"W
C2	12°52'37"	26.18	52.14	-232.00	52.03	S44°18'38"W
C3	20°09'11"	41.23	81.60	-232.00	81.18	S27°48'43"W
C4	18°35'24"	37.00	73.32	-222.00	72.99	S06°58'40"W
C5	71°39'32"	18.05	31.27	25.00	29.27	N36°20'39"W
C6	7°00'30"	3.33	6.65	178.00	6.65	N00°33'22"E
C7	34°52'55"	55.92	108.37	178.00	108.70	N19°04'04"E
C8	14°11'01"	22.15	44.06	178.00	43.95	N43°36'02"E
C9	15°24'43"	14.61	29.05	-108.00	28.96	N42°59'11"E
C10	00°32'17"	7.32	14.63	1557.96	14.63	S54°59'19"E



#### GENERAL NOTES

1. THE LOT LINES ARE THE UNIT TITLE LINES, AS DEFINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE COURTYARDS AT THE LINKS AT GETTYSBURG.
2. ANY DRIVEWAYS CONSTRUCTED BETWEEN BATTERY RIDGE DRIVE AND THE TITLE LINES ARE HEREBY DESIGNATED LIMITED COMMON ELEMENTS APPURTENANT TO THE UNITS THEY SERVE.

#### LEGEND

- 100 YEAR FLOOD PLAIN LIMIT
- - - PROPOSED PROPEANE TANK EASEMENT
- - - PROPOSED DRAINAGE & UTILITY EASEMENT
- COMMUNITY BOUNDARY LINE
- LOT BOUNDARY LINE

I, ROBERT A. SHARRAH, PLS, being a Registered Professional Land Surveyor (License #30170) independent of THE LINKS AT GETTYSBURG REALTY COMPANY, LLC, and THE LINKS AT GETTYSBURG, LLC the Declarants of THE COURTYARDS AT THE LINKS AT GETTYSBURG A Planned Community, hereby certify that this Plat contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, PLS #30170

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 35°16'53" W	29.20
L2	N 54°43'10" W	55.50
L3	N 74°40'40" W	59.79
L4	N 14°07'57" E	22.15
L5	N 79°51'42" W	24.28
L6	S 0°30'53" E	17.09
L7	S 79°51'42" E	34.77
L8	S 0°30'53" E	29.50
L9	S 69°24'06" E	31.29
L10	N 50°41'33" E	15.42
L11	N 39°16'50" E	14.62
L12	N 36°18'53" E	31.09
L13	N 02°54'19" E	28.53
L14	N 39°16'50" E	31.37
L15	N 63°13'24" E	35.78

LOT AREA TABLE	
LOT NO.	AREA (S.F.)
1	12617.2
2	9786.5
3	9223.3
4	8398.6
13	9093.8
14	9284.2
15	8301.8

ROBERT A. SHARRAH, P.L.S.  
Land Surveying & Consulting Services  
1270 Fairfield Road, Suite 5  
Gettysburg, Pennsylvania 17325-7246  
Tel (717) 334-5400 Fax (717) 334-0922

REVISIONS		
NO.	DATE	DESCRIPTION
1	04/17/03	PER WORKALD COMMENTS

XREFS	
BORDER	

CALL BEFORE YOU DIG  
PENNSYLVANIA ACT 267 REQUIRES  
3 WORKING DAYS NOTICE FOR  
CONSTRUCTION PHASE AND 5 WORKING  
DAYS IN DESIGN PHASE. SHIP CALL  
Pennsylvania One Call System, Inc.  
1-800-242-1776

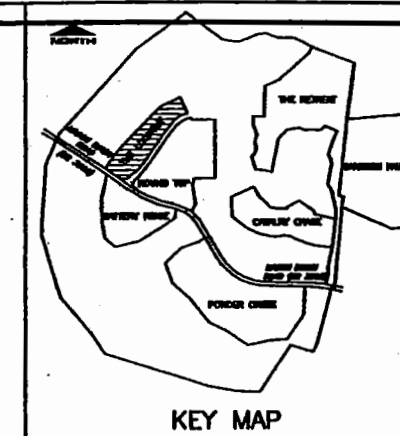
PLAN PREPARATION	
DRAWN BY: RAS/AMZ	DATE: 24 FEBRUARY 2003
DESIGNED BY: RAS	FILE NO. 9924
CHECKED BY: RAS	DRAWING NO. DEC-PR-FH-1A

PHASE IA-1  
BATTERY RIDGE  
DECLARATION PLAT  
THE COURTYARDS  
AT  
THE LINKS AT GETTYSBURG  
A PLANNED COMMUNITY  
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SCALE  
NOT TO SCALE  
SHEET NO.  
1 OF 4

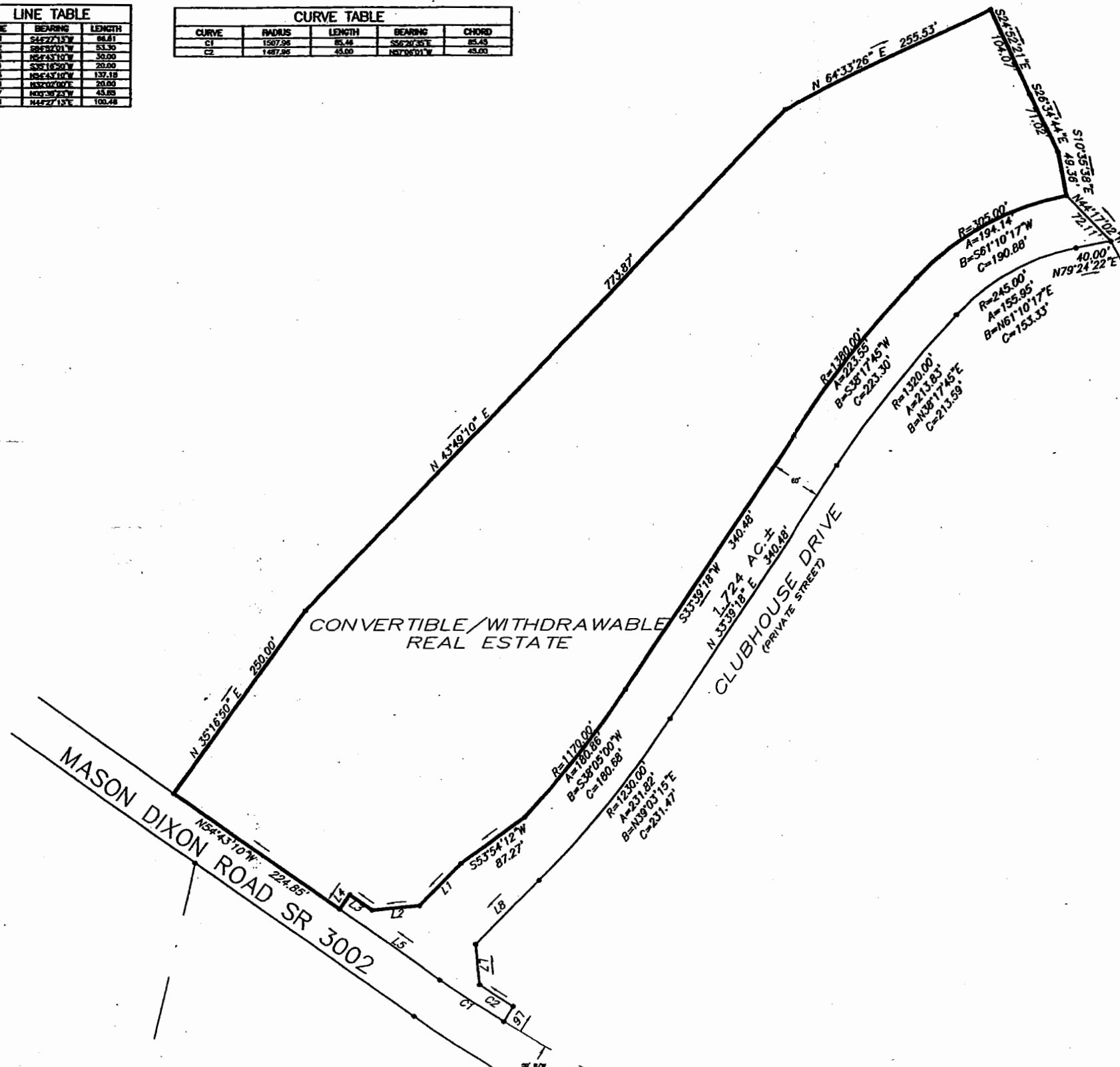
LINE TABLE		
LINE	BEARING	LENGTH
L1	S44°22'13"W	86.81
L2	S84°30'01"W	53.30
L3	S62°43'10"W	50.00
L4	S2°18'30"W	20.00
L5	N56°43'10"W	137.18
L6	N32°02'00"E	20.00
L7	N55°38'23"W	43.85
L8	N44°22'13"E	100.48

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1507.98	85.46	S56°20'35"E	85.45
C2	1487.85	45.00	N57°05'01"W	45.00



# LEGEND

--- 100 YEAR FLOOD PLAIN LIMIT  
 --- COMMUNITY BOUNDARY LINE



I, ROBERT A. SHARRAH, PLS, being a Registered Professional Land Surveyor (License #30170) independent of THE LINKS AT GETTYSBURG REALTY COMPANY, LLC, and THE LINKS AT GETTYSBURG, LLC the Declarants of THE COURTYARDS AT THE LINKS AT GETTYSBURG A Planned Community, hereby certify that this Plat contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, PLS #30170

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

PLAT CHECKED 03-10-03

**ROBERT A. SHARRAH, P.L.S.**  
 Land Surveying & Consulting Services  
 1270 Fairfield Road, Suite 5  
 Gettysburg, Pennsylvania 17325-7246  
 Tel (717) 334-5400 Fax (717) 334-0922

REVISIONS		
NO.	DATE	DESCRIPTION
1	04/17/03	PER WORMALD COMMENTS

XREFS

CALL BEFORE YOU DIG  
 PENNSYLVANIA ACT 267 REQUIRES  
 3 WORKING DAYS NOTICE FOR  
 CONSTRUCTION PHASE AND 5 WORKING  
 DAYS IN DESIGN PHASE - 800-441-1111  
 Pennsylvania One Call System, Inc.  
 1-800-242-1778

PLAN PREPARATION

DRAWN BY: TAB	DATE: 24 FEBRUARY 2003
DESIGNED BY: RAS	FILE NO. 0924
CHECKED BY: RAS	DRAWING NO. DEC-10-PH-1A

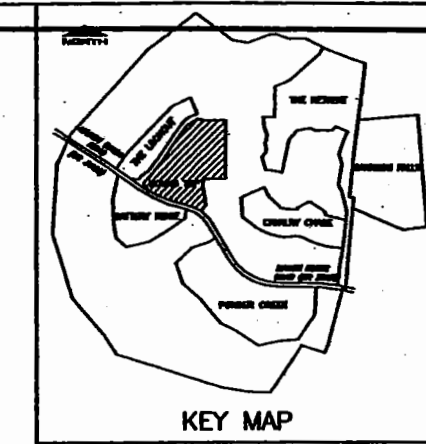
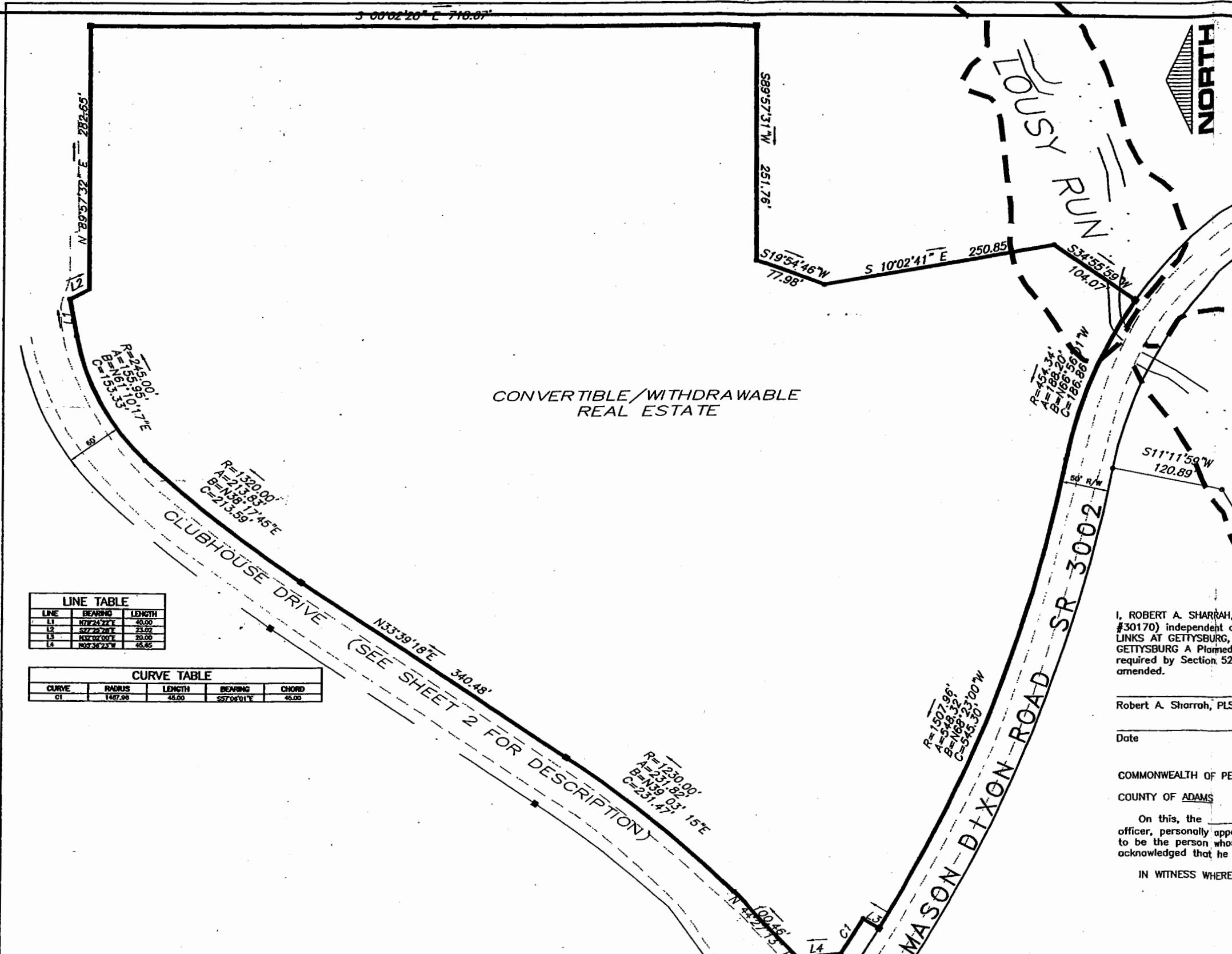
LOOKOUT

DECLARATION PLAT

**THE COURTYARDS**  
 AT  
**THE LINKS AT GETTYSBURG**  
 A PLANNED COMMUNITY  
 MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SCALE  
 NOT TO SCALE  
 SHEET NO.  
 2 OF 4





**LEGEND**

- 100 YEAR FLOOD PLAIN LIMIT
- ADJOINING COMMUNITY LINE
- COMMUNITY BOUNDARY LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S72°25'22"E	40.00
L2	S72°25'22"E	25.00
L3	N43°39'18"E	340.48
L4	N33°39'18"E	45.00

CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1407.98	45.00	S72°25'22"E	45.00

I, ROBERT A. SHARRAH, PLS, being a Registered Professional Land Surveyor (License #30170) independent of THE LINKS AT GETTYSBURG REALTY COMPANY, LLC, and THE LINKS AT GETTYSBURG, LLC the Declarants of THE COURTYARDS AT THE LINKS AT GETTYSBURG A Planned Community, hereby certify that this Plat contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, PLS #30170

Date

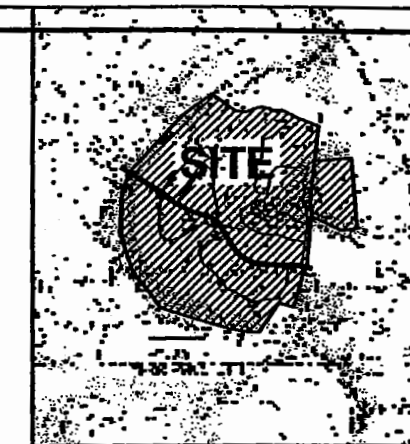
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

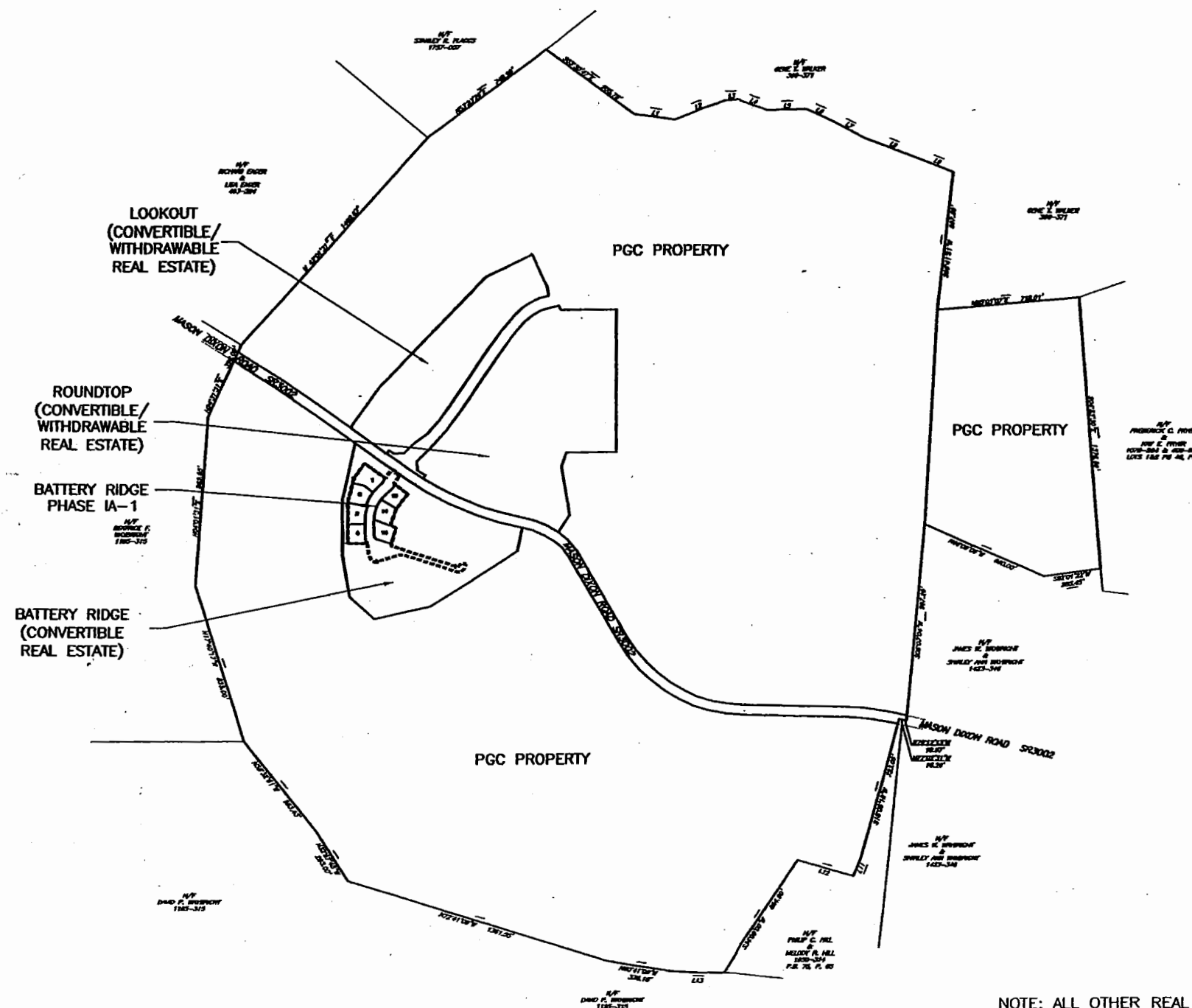
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

<b>ROBERT A. SHARRAH, P.L.S.</b> Land Surveying & Consulting Services 1270 Fairfield Road, Suite 5 Gettysburg, Pennsylvania 17325-7246 Tel (717) 334-5400 Fax (717) 334-0922	<b>REVISIONS</b>		<b>XREFS</b>	<b>PLAN PREPARATION</b>	<b>DECLARATION PLAT</b> <b>THE COURTYARDS</b> AT <b>THE LINKS AT GETTYSBURG</b> A PLANNED COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	<b>SCALE</b> NOT TO SCALE <b>SHEET NO.</b> 3 OF 4
	NO.	DATE				
	1	04/17/03	PER WORKMAN COMMENTS			
<b>CALL BEFORE YOU DIG</b> PENNSYLVANIA ACT 247 REQUIRES 3 WORKING DAYS NOTICE FOR CONSTRUCTION PHASE AND 5 WORKING DAYS IN DESIGN PHASE - STOP CALL Pennsylvania One Call System, Inc. 1-800-242-1778		<b>DESIGNED BY:</b> RAS <b>CHECKED BY:</b> RAS		<b>DATE:</b> 24 FEBRUARY 2003 <b>FILE NO.:</b> 0024 <b>DRAWING NO.:</b> DE2-RF-PHASE-1A		



VICINITY MAP



LINE TABLE		
LINE	BEARING	LENGTH
L1	S82°03'21"E	204.99
L2	N68°05'36"E	276.43
L3	N83°35'00"E	87.01
L4	S69°46'52"E	174.38
L5	N89°18'55"E	197.69
L6	S66°41'36"E	129.55
L7	S62°31'11"E	200.21
L8	S69°26'39"E	282.90
L9	S69°02'49"E	184.92
L10	NOT USED	THIS SHEET
L11	S21°22'40"W	103.03
L12	N73°45'04"W	291.63
L13	N87°11'09"W	259.91

I, ROBERT A. SHARRAH, PLS, being a Registered Professional Land Surveyor (License #30170) independent of THE LINKS AT GETTYSBURG REALTY COMPANY, LLC, and THE LINKS AT GETTYSBURG, LLC the Declarants of THE COURTYARDS AT THE LINKS AT GETTYSBURG A Planned Community, hereby certify that this Plat contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, PLS #30170

Date

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

On this, the \_\_\_\_ day of \_\_\_\_\_, 2003, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

NOTE: ALL OTHER REAL ESTATE WITHIN THE PERIMETER OF THE LINKS AT GETTYSBURG IS "ADDITIONAL REAL ESTATE".

ROBERT A. SHARRAH, P.L.S.  
Land Surveying & Consulting Services  
1270 Fairfield Road, Suite 5  
Gettysburg, Pennsylvania 17325-7246  
Tel (717) 334-5400 Fax (717) 334-0922

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1	04/17/03	PER WORKALD COMMENTS	

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3 WORKING DAYS NOTICE FOR  
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DAYS IN RESIDUAL SITES - STOP CALL  
PENNSYLVANIA One Call System, Inc.  
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PLAN PREPARATION	
DRAWN BY: RAS/MAZ	DATE: 24 FEBRUARY 2003
DESIGNED BY: RAS	FILE NO. 0024
CHECKED BY: RAS	DRAWING NO. COLOR-RENDER-DEC

PHASE 1A-1 OVERALL SITE PLAN		SCALE
THE COURTYARDS AT THE LINKS AT GETTYSBURG A PLANNED COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA		NOT TO SCALE
		SHEET NO. 4 OF 4

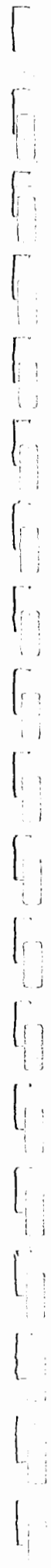
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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY**

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

---

Date: \_\_\_\_\_, 2003



# DECLARATION OF COVENANTS AND RESTRICTIONS

## FOR

### THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

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- EXHIBIT H    LIST OF DWELLING UNITS SUBJECT TO GOLF COURSE OWNER,  
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# DECLARATION OF COVENANTS AND RESTRICTIONS

## FOR

### THE COURTYARDS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

#### ARTICLE I

##### SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("Links Declarant"), owner in fee simple of the real estate described in Exhibit A attached hereto ("Real Estate"), located in Mount Joy Township, Adams County, Pennsylvania and The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Realty Declarant"), as exclusive optionee of the Real Estate under an assignment of an unrecorded option agreement (Links Declarant and Realty Declarant, individually and collectively, "Declarant"), hereby submit the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Dwellings and other improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. §5101 et seq. ("Act"), and hereby create with respect to the Property a flexible planned community to be known as "The Courtyards At The Links At Gettysburg, A Planned Community" ("Community").

##### Section 1.2. Declarant's Undertakings.

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

1.2.2. The construction of improvements to be built upon the portion of the Property outside the Unit title lines (i.e., the Common Elements and certain of the Limited Common Elements) shall be performed in accordance with Section 5414(a) of the Act.

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

Section 1.3.

Builder's Undertakings; Consent of Builder.

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

1.3.2. It is presently anticipated that construction of Dwellings and any other improvements within the Unit title lines shall be undertaken by the Builder either pursuant to an Agreement of Purchase with a third party purchaser, or on the Builder's own account with respect to any Unit to which legal title is held by the Builder. The Builder, as seller, shall include in each Agreement of Purchase pursuant to which it constructs or sells a Dwelling Unit to a third-party purchaser (such third-party purchaser, together with any subsequent owner of such Dwelling Unit, collectively, the "Dwelling Unit Purchaser") with a warranty against structural defects that is at least as coextensive as the terms of the warranty set forth in Section 5411 of the Act.

1.3.3. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the Declarant has neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the Dwelling or in any other improvements constructed within the Unit title lines by the Builder or any party other than the Declarant, nor liability under subsections (c) and (d) of Section 5414 of the Act, or otherwise, with respect to substantial completion of the Dwelling or any other improvements constructed within the Unit title lines by the Builder or any party other than the Declarant.

1.3.4. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the Builder has neither liability under Section 5411 of the Act, or otherwise, with respect to structural or other defects in the construction of improvements upon the Common Elements or Limited Common Elements by any party other than the Builder, nor liability under Section 5414 of the Act, or otherwise, with respect to substantial completion, repair and restoration of any improvements to the Common Elements constructed by any party other than the Builder.

Section 1.4. Easements and Licenses. Included among the easements, rights and appurtenances referred to in Section 1.1 hereof are the following recorded easements, rights and licenses:

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1.5. Defined Terms

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

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

(a) "Additional Real Estate" means the real estate described in Exhibit F attached hereto, so long as the Declarant's rights to add such real estate to the Community continue to exist.

(b) "Allocated Interest" means the Common Expense liability and the votes in the Association allocated to a Unit.

(c) "Annual Assessment" means a Unit's individual share of the anticipated Common Expenses for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

(d) "Architectural Review Committee" means a committee comprised of three (3) members appointed by the Executive Board, the purpose of which shall be to review and evaluate any alteration to, or change in appearance of, the exterior of a Unit proposed by the Unit Owner and to make a recommendation to the Executive Board whether to approve or disapprove, or condition the approval, of such proposed alteration.

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

(f) "Association" means the Unit Owners' association of the Community, which shall be a Pennsylvania non-profit corporation known as "The Courtyards Homeowners Association" and shall have all powers and duties designated by the Act.

(g) "Bylaws" means the Bylaws of The Courtyards Homeowners Association providing for the governance of the Association pursuant to Section 5306 of the Act, as such document may be amended from time to time.

(h) "Common Elements" means Common Facilities or Controlled Facilities.

(i) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

(j) "Common Facilities" means any real estate within the Property as depicted on the Plats and Plans, as they may be revised from time to time, that is not a Unit and that is owned by or leased to the Association.

(k) "Common Infrastructure Elements" means certain facilities that jointly serve the Community, other PGC Communities, and in some instances, the Golf Course and/or the Hotel/Conference Center.

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

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

(n) "Community Amenities" means certain real property and any improvements located thereon, located within the boundaries of the PGC Property, which are owned and operated by the Master Association for recreational and related purposes, on a club membership basis, use fee basis, or otherwise.

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

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

(q) "Convertible Real Estate" means that portion of the Real Estate described in Exhibit D attached hereto, so long as the Declarant's rights to create Units or Limited Common Elements therein continue to exist.

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

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

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

(u) "Dwelling Unit" means a Unit upon which a Dwelling has been substantially completed to the extent required for the lawful occupancy thereof for its intended purposes.

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

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

(x) "Golf Course" means any parcel of land within the boundaries of the PGC Property that is owned by the Golf Course Owner, or any other person, and which is operated as a golf course, together with all related and supporting facilities and improvements operated in connection with the Golf Course.

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

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

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

(bb) "Limited Common Facilities" means those portions of the Common Facilities allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more but fewer than all the Units.

(cc) "Limited Controlled Facilities" means those portions of the Common Facilities, not part of the Units, allocated by or pursuant to the Declaration or by operation of Section 5202 of the Act for the exclusive use of one or more but fewer than all the Units.

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

(ee) "Master Association" means The Links At Gettysburg Master Association, a Pennsylvania nonprofit corporation created pursuant to Section 5222 of the Act and Section 3222 of the Condominium Act. The members of the Master Association shall be (i) the members of the Association, (ii) the members of the Property Owners Associations of all other PGC Communities, (iii) the Golf Course Owner, (iv) the Hotel/Conference Center owner, and (v) other owners of real property (other than Units, the Golf Course, or the Hotel/Conference Center) within the boundaries of the PGC Property.

(ff) "NIDMA" means a Neighborhood Improvement District Management Association as defined by the NID Act, the purpose of which is to own the NIDMA Facilities and administer the Assessment District.

(gg) "NIDMA Facilities" means certain public improvements, including, but not limited to, improvements constituting part of the Common Elements, constructed within the Assessment District owned by a NIDMA and financed by Mount Joy Township through the issuance of municipal bonds secured solely by assessments levied on the owners of real property located within the Assessment District, including Unit Owners.



(hh) "NIDMA Easement Agreement" means an easement agreement entered into by and between the Association and the Declarant, as grantors, and a NIDMA, as grantee, which grants the NIDMA the right to construct and own the NIDMA Facilities installed within the easement areas created by the NIDMA Easement Agreement.

(ii) "NIDMA Maintenance Agreements" means those certain maintenance agreements by and between any Property Owners Association the Master Association, or other owners of real property within the boundaries of the PGC Property and the Assessment District wherein any such Property Owners Association, the Master Association or other such owners agree to be solely responsible for the Maintenance of the NIDMA Facilities.

(jj) "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 17.1 hereof.

(kk) "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 17.2 hereof.

(ll) "Open Space Recreation Area" ("OSRA") means an outdoor recreation area of no less than one (1) acre that is expected to be located within the Preserved Open Space or the tract of land described on the Plats and Plans as "The Retreat". The exact location of the OSRA will be established by the recording of an amendment to this Declaration and the Plats and Plans. Such location:

(i) shall be approved by the Township, the Association and the Master Association,

(ii) shall not be located within any Unit,

(iii) shall not be located within any Common Element without the written approval of the Association, which approval may be withheld in its sole discretion,

(iv) shall not be located within the Golf Course without the written approval of the Golf Course Owner, which approval may be withheld in its sole discretion, and

(v) shall afford access to the OSRA that is good and adequate for its intended purposes.

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

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

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

(pp) "Plats and Plans" means the Plats and Plans attached hereto as Exhibit C and made a part hereof, as the same may be amended from time to time.

(qq) "Preserved Open Space" means the area within the PGC Property that is preserved as open space, including the Golf Course and the OSRA, pursuant to the planned golf community provisions of the Mount Joy Township zoning ordinance, as more particularly described in the Open Space Declaration. The references to Preserved Open Space in this Declaration shall be subject to the provisions of the Open Space Declaration defined in Subsection 1.4.8 hereof.

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

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

(tt) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

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

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

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

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

(xx) "Unit" means the land located within the lot lines of a lot shown on the Subdivision Plan, and which is expressly designated as a Unit on the Plats and Plans, whether improved or unimproved, together with any Dwelling and any other permanent improvements constructed thereon from time to time.

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

(zz) "Withdrawable Real Estate" means that portion of the Real Estate described in Exhibit E attached hereto, so long as the Declarant's rights to withdraw such Withdrawable Real Estate from the Community continue to exist.

Section 1.6. Provisions of the Act. The provisions of the Act shall apply to and govern the operation and governance of the Community, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of this Declaration, the Plats and Plans or the Bylaws.

## ARTICLE II

### ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

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

2.1.1. Attached hereto as Exhibit B is a list of the first seven (7) Units being created by the Declarant that sets forth their identifying numbers and the Allocated Interest appurtenant to each such Unit, determined on the basis that all such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 9.2 hereof, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal, the numerator of which fraction is one (1) and the denominator of which fraction is the total number of Units then currently existing within the Community, and (b) multiplying the aforementioned fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof.

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

2.1.3. The Allocated Interest shall determine the number of votes in the Association and, subject to Section 9.2 hereof, the share of Common Expense liability appurtenant to each Unit. A Unit's Allocated Interest shall always be appurtenant to that Unit, and any separate conveyance, encumbrance, judicial sale or other transfer of such Allocated Interest, whether voluntary or involuntary, shall be void unless the Unit to which the Allocated Interest is allocated is also transferred.

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

Section 2.2. Unit Boundaries. The boundaries of each Unit are situated as shown on the Plats and Plans, and each Unit consists of the land, and all space, fixtures and improvements, including, without limitation, any Dwelling, located within said boundaries. There are no horizontal boundaries.

Section 2.3. Relocation of Boundaries Between Units. Unit Owners desiring to relocate the boundaries between adjoining Units shall submit an application to the Association in accordance with Section 5214 of the Act, and the Association shall have the powers and duties with respect to such application for relocation as set forth therein.

### ARTICLE III

#### LIMITED COMMON ELEMENTS; RESERVATION OF COMMON ELEMENTS

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

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

3.1.2. Any portion of the driveway serving a Unit that is located outside the title lines of such Unit as shown on the Plats and Plans.

3.1.3. Any portion of the lawn sprinkler system serving only one Unit that is located outside the title lines of such Unit as shown on the Plats and Plans.

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

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

## ARTICLE IV

### ADDITIONS, ALTERATIONS AND IMPROVEMENTS

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

##### 4.1.1. A Unit Owner:

(a) May make any improvements or alterations to the interior of his or her Dwelling;

(b) May not change the exterior appearance of a Unit or Dwelling or make alterations to the Limited Common Elements appurtenant to such Unit without permission of the Executive Board;

4.1.2. Subject to the limitations of Subsections 4.1.5 and 4.1.6 hereof, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 4.1.1(b) hereof. The Executive Board shall submit all such requests to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such requests. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

4.1.3. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be the responsibility of and executed by the Unit Owner. Such execution will not, under any circumstances, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

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

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

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

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

## ARTICLE V

### MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 5.1. Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 5307 of the Act, except as expressly set forth to the contrary in the Community Documents.

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

Section 5.3. Units and Limited Common Elements. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, and the Limited Common Elements appurtenant thereto, except the portions thereof to be maintained, repaired or replaced by the Association. Unit Owners are responsible for repair of damage to their Units, including broken window panes, caused by errant golf balls.

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

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

Section 5.6. Access. Any person authorized by the Executive Board shall have the right to enter upon the exterior portion of each Unit, at reasonable times and in a reasonable manner, without notice to the Unit Owner, for the purpose of lawn mowing, landscaping, tree and shrub pruning, mulching, leaf removal and snow removal, and for the purpose of reading utility meters. Any person authorized by the Executive Board shall have the right to enter upon the exterior portion of each Unit for the purpose of correcting any condition threatening a Unit or the Common Elements; for the purpose of performing installations, alterations or repairs; for the purpose of repairing or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of performing pest control

inspections and treatment; and for any other purpose necessary for the Association to carry out its powers or responsibilities, including correction of any violation of Article VII hereof, provided that all requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

## ARTICLE VI

### EASEMENTS

Section 6.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Elements. In addition to such and in supplementation of the easements provided for and hereby created pursuant to Sections 5216, 5217, 5218 and 5302(a)(9) of the Act, the following additional easements are hereby created:

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

6.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including Mount Joy Township and municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Subsection 6.1.2 shall include, without limitation, rights of the Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

6.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Common Elements and Units not improved with buildings for the purpose of constructing, maintaining, replacing and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance, and further reserves the right to grant and/or assign such easements to appropriate persons, parties or entities, including without limitation, a NIDMA. The easement created by this Subsection 6.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

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

6.1.5. Declarant's Easement for Development of Convertible, Withdrawable and Additional Real Estate. The Declarant reserves an easement on, over and under the Common Elements for all purposes relating to the construction, development, leasing, and sale of improvements on the Convertible, Withdrawable and Additional Real Estate. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. The Declarant's easement hereunder shall remain in full force and effect on, over and under any portions of the Withdrawable Real Estate, even after said portion(s) have been withdrawn from the Community.

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

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



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

6.1.9. NIDMA Easement. The Association shall be obligated to grant easements over the Common Elements to a NIDMA as required by the NIDMA for ownership of those NIDMA Facilities located on the Common Elements.

## ARTICLE VII

### USE RESTRICTIONS

Section 7.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant, shall have the same rights and duties that are appurtenant to each Unit. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

7.1.1. Permitted Use. The buildings in the Community (with the exception of any Units during the time period when they are being used by the Declarant or the Builder as a sample, model or sales office) are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, Units may also be used for accessory uses that are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of Mount Joy Township, as the same may be amended from time to time, and further provided that the prior written approval of the Executive Board is obtained.

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

7.1.3. Preservation of Exterior of Units. The Declarant will establish the structural location, architectural style and exterior appearance of each Dwelling and other improvements that are first constructed upon a Unit (whether by the Declarant or its designee), which he intends to have preserved for the maintenance of overall appearance and continuing value of the Units within the Community. To accomplish this intention, the following requirements are created and imposed:

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

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

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

(c) Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof: (i) the exterior colors of all such exposed portions, roofs and doorways of all Dwelling Units shall remain the same as originally installed, including, but not limited to the color of walls, roof shingles, trim materials, doors, windows, shutters, garage doors and driveway/parking surfaces; and (ii) all replacement materials, whether structural or covering, shall perpetuate the same colors as originally installed in order to provide a consistent color scheme.

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

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

7.1.6. Materials. Except as otherwise approved by the Executive Board in accordance with Subsection 4.1.2 hereof, all landscaping in front yards shall consist of natural materials, e.g., shrubs, trees, bushes, rocks, timbers, etc., and shall not include any artificial or man-made articles, e.g., statues, figures, birdbaths, windmills, etc.

7.1.7. Signs. No sign or billboard of any kind shall be displayed to the public view on any Unit, except for directional signs established by the Declarant or the Builder, or signs used by the Declarant, the Builder, their successors in title or assigns, to advertise Units for sale or rent. The Unit Owner of a particular Unit shall be permitted to place a sign upon the Unit for the purpose of advertising the Unit for sale or rent, subject to the provisions governing signs in the Rules and Regulations.

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

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

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

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

7.1.11. Animals. No animals other than customary household pets shall be housed, maintained or otherwise permitted in any Unit. All permitted pets shall be housed in a Dwelling and no exterior housing of pets shall be permitted on any Unit.

7.1.12. Swimming Pools. In-ground swimming pools, hot tubs and customary accessory structures may be installed by Unit Owners, subject to the approval of the Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof. Unit Owners shall be responsible for obtaining all necessary governmental permits and approvals, including any zoning approval required by Mount Joy Township. No above-ground swimming pools shall be permitted on any Unit.

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

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

7.1.15. Use of Common Elements. There shall be no obstruction of the Common Elements. Nothing may be placed or stored on the Common Elements without the prior consent of the Association. Nothing may be done on the Common Elements that would in any way interfere with the use and enjoyment of any Unit Owners within the Community. The Association may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

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

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

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

7.1.19. Subdivision. Subject to the provisions of Section 2.3 hereof, no Unit shall hereafter be subdivided or re-subdivided by any Unit Owner, nor shall any Unit Owner transfer or convey title to any part or portion of any Unit, except for a transfer or conveyance of title to the whole of said Unit. Any attempt to transfer or convey title to a part or portion of any Unit in violation of the provisions of this Subsection 7.1.19 shall be null and void and of no effect. Notwithstanding the foregoing, the Declarant may subdivide Units owned by the Declarant in accordance with Section 5215 of the Act.

7.1.20. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

Section 7.2. Restriction on Exterior Modifications to Certain Units. In order to preserve the overall character and continuing value of the PGC as a whole, the following restrictions, which are in addition to any other limitations or restrictions imposed by Sections 4.1 and Article VII hereof, are imposed on Dwelling Units that face the Golf Course or Clubhouse Drive ("Golf Course Units"). Dwelling Units subject to the restriction imposed by this Section 7.2 are listed on Exhibit H attached hereto.

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

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

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

Section 7.3. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 7.1. The Executive Board shall submit all requests for waivers of the restrictions imposed by Subsections 7.1.3, 7.1.5, 7.1.6, 7.1.10 and 7.1.12 to the Architectural Review Committee for review and recommendation. The Executive Board shall consider, but shall not be bound by, the recommendation of the Architectural Review Committee in deciding whether to approve, disapprove or condition the approval of such requests. All other such requests may be decided by the Executive Board without prior submission of the request to the Architectural Review Committee. The Executive Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of the Community Documents.

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

## ARTICLE VIII

### LEASING

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

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

8.1.2. No lease or rental agreement shall be for a term of less than one (1) year. However, seasonal rentals of furnished Units for terms of less than one (1) year shall be permitted with the prior written approval of the Executive Board.

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

8.1.4. A Unit Owner shall deliver a copy of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Declaration, the Bylaws and Rules and Regulations received by the Unit Owner during the term of the lease shall be forwarded to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;

8.1.5. The rights of any lessee of a Unit shall be subject to, and each lessee shall be bound by the Community Documents, and a default thereunder shall constitute a default under the lease;

8.1.6. Notwithstanding that a lease may require the lessee to be responsible for the payment of the Common Expense assessments during the term of the lease, any such provision shall not relieve the Unit Owner of his obligation for payment of same in the event that the lessee fails to do so;

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

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

8.1.9. No more than two (2) persons unrelated by blood or marriage shall occupy a leased Unit without the prior written consent of the Executive Board.

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

## ARTICLE IX

### ASSESSMENT AND COLLECTION OF COMMON EXPENSES

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

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

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

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

9.1.4. Such reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the

Common Elements or any other real or personal property acquired or held by the Association.

Section 9.2.                    Apportionment of Common Expenses.

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

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

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

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

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

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

9.3.3.                    Assessments to pay a judgment against the Association may be made only against the Units in the Community at the time the judgment was rendered, in proportion to their Common Expense liabilities, except as provided in Section 5319(c) of the Act.

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

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

Section 9.4.                    Lien.

9.4.1.                    The Association has a statutory lien on a Unit for (a) any assessment levied against that Unit, and (b) late fees or fines imposed against the Unit Owner, each from the time the assessment, late fee or fine becomes delinquent. Fees, including attorneys' fees, late charges, recording fees, fines and interest charged pursuant to the Act and the Community Documents are enforceable as assessments under this Section 9.4. If an assessment is payable in installments, and one or more installments is not paid when due, the entire outstanding balance of the assessment becomes effective as a lien from the due date of the delinquent installment.

9.4.2.                    Any lien for delinquent Common Expense assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the due date of the assessment or the due date of the unpaid installment, if the assessment is payable in installments.

9.4.3.                    Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this Section 9.4 is required.

9.4.4.                    A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the assessments become payable; provided, that if an Owner of a Unit subject to a lien under this Section 9.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.



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

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

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

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

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

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

Section 9.5. Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all the Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board, within thirty (30) days after the approval, the budget or capital expenditure is ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as a subsequent budget is adopted by the Executive Board, and such subsequent budget is not rejected in accordance with this Section 9.5 and Section 5303(b) of the Act.

Section 9.6. Adoption of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 9.3 of this Declaration, the Executive Board shall immediately submit a copy or summary of such Common Expenses to the Unit Owners and such Common Expenses shall be subject to rejection in the same manner as a budget under Section 9.5 hereof. Notwithstanding the foregoing, the Unit Owners shall not have the power to reject the imposition of Common Expense assessments due to the actual cost of a budgeted item being in excess of the amount originally budgeted.

Section 9.7. Certificate of Payment of Common Expense Assessments. On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his or her Unit pursuant

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

Section 9.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 9.2 and 9.3 shall be due and payable either on a monthly, quarterly or annual basis, as the Executive Board deems advisable. Special Assessments shall be due and payable in one or more installments at such times determined by the Executive Board to be advisable.

Section 9.9. Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 9.10. Commencement of Common Expense Assessments. Common Expense assessments shall begin as of the date of the First Settlement. Notwithstanding the foregoing, the Declarant may elect to delay the commencement of Common Expense assessments until a date later than the First Settlement, provided that he shall be solely responsible for all Association expenses prior to such commencement.

Section 9.11. Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

Section 9.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 9.13. Working Capital Fund. Commencing upon the First Settlement and thereafter at the closing with respect to each Initial Third Party Purchaser, the Association shall collect from each Initial Third Party Purchaser the sum of Three Hundred Dollars (\$300.00), of which amount Two Hundred Twenty-Five Dollars (\$225.00) shall be deposited and held in a separate account and shall be used by the Association for proper Association purposes, and Seventy Five Dollars (\$75.00) shall be deposited and held in a separate account and shall be used by the Master Association for proper Master Association purposes. The foregoing sentence shall not apply to the conveyance of Unimproved Units to the Builder. The Declarant shall not use the working capital fund to defray any expenses with respect to construction of the Common Elements or development of the PGC for which the Declarant is obligated; however, the working capital fund may be used by the Association or the Master Association to offset any deficits in their respective budgets. No amount paid hereunder shall be considered an advance payment of regular Common Expense or Common Infrastructure Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association or the Master Association upon the subsequent conveyance of his or her Unit or otherwise.

Section 9.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, shall be credited to each Unit in accordance with Section 5313 of the Act and shall be applied to subsequent assessments against each such Unit until exhausted.

Section 9.15. Association Records. During the period of the Declarant control, the Association shall keep detailed financial records, including, without limitation, a record of expenses paid by the Declarant until the commencement of Common Expense assessments by the Association under Section 5314(a) of the Act, and, for the period commencing on such date, a record for each Unit in the Community, including those owned by the Declarant or the Builder, of his Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 9.7 of the Declaration and Section 5407 of the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

## ARTICLE X

(Reserved)

## ARTICLE XI

### DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS

#### Section 11.1. Control.

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

(a) seven (7) years after the date of the first conveyance of a Unit to a person other than the Declarant,

(b) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant,

(c) two (2) years after the Declarant or the Builder has ceased to offer Units for sale in the ordinary course of business, or

(d) two (2) years after any development right to add new Units was last exercised by the Declarant.

11.1.2. Upon the expiration of the period of Declarant control described in Subsection 11.1.1 above, all members of the Executive Board shall resign, and the Unit Owners (including the Declarant to the extent of Units owned by the Declarant) shall elect a new three (3) member Executive Board.

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

11.1.4. Within sixty (60) days of the termination of the period of Declarant control, the Declarant shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Declarant, together with all applicable items designated in Section 5320 of the Act.

11.1.5. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 11.1.2 hereof, the Unit Owners shall have the right to increase or decrease from time to time the number of members comprising the Executive Board.

Section 11.2. Special Declarant Rights. The Declarant reserves unto himself all Special Declarant Rights as defined in the Act. These Special Declarant Rights include, inter alia, the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

## ARTICLE XII

### LIMITATION OF LIABILITY

Section 12.1. Limited Liability of Members of the Executive Board. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board shall not be personally liable for monetary damages for any action taken, or any failure to take any action, by:

12.1.1. the Executive Board; or

12.1.2. the Executive Board of the Master Association with respect to any powers delegated by the Association to the Master Association pursuant to Section 5302(a)(18) of the Act following such delegation.

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

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

actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding.

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

12.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 12.2.1 and 12.2.2 shall be automatic and shall not require any determination that indemnification is proper, except that no indemnification shall be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

12.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 12.2 in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

12.2.5. Indemnification of Other Persons. The Association may, at the discretion of, and to the extent and for such persons as determined by the Executive Board of the Association, (a) indemnify any person who neither is nor was an Executive Board member or officer of the Association but who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (and whether brought by or in the right of the Association), by reason of the fact that the person is or was a representative of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by the person in connection with such threatened, pending or completed action, suit or proceeding, and (b) pay such expenses in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

## ARTICLE XIII

### INSURANCE

Section 13.1. Coverage. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 13.2 and 13.3 and in accordance with the provisions of Section 5312 of the Act. If such insurance is not reasonably available, and

the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses.

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

Section 13.3. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. The policy shall name the Association's managing agent and the NIDMA as additional insured parties. Upon creation of additional Property Owners Associations, the Association may agree with those other Property Owners Associations for the purpose of jointly securing liability insurance with respect to the Common Elements.

Section 13.4. Unit Owner Policies. Each Unit Owner shall be solely responsible for obtaining all property and liability insurance on his Unit in compliance with Section 5312 of the Act, including (1) property insurance on any Dwelling located upon the Unit insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Dwelling, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit in an amount not less than One Million Dollars (\$1,000,000.00), or such other amount as may be reasonably determined from time to time by the Executive Board.

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

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

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

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

13.5.4. If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

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

Section 13.6. Fidelity Bonds. The Association may maintain a blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' Common Expense assessments plus reserve funds. The bond shall include a provision that calls for thirty (30) days' written notice to the Association before the bond can be canceled or substantially modified for any reason; except that if cancellation is for nonpayment of premiums, only ten (10) days' notice shall be required.

Section 13.7. Workmen's Compensation Insurance. The Executive Board shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

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

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

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

## ARTICLE XIV

### DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 14.1. Unit Owner's Duty to Restore. Any portion of the Property for which insurance is required to be maintained by a Unit Owner under Section 5312 of the Act or this Declaration, or for which insurance carried by the Unit Owner is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Unit Owner in accordance with Section 5312 of the Act.

Section 14.2. Association's Duty to Restore. Any portion of the Property for which insurance is required to be maintained by the Association under Section 5312 of the Act or this Declaration, or for which insurance carried by the Association is in effect, whichever is more extensive, shall be repaired or replaced promptly by the Association in accordance with Section 5312 of the Act.

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

14.2.2. Plans. The Property must be repaired and restored substantially in accordance with either the original plans and specifications or other plans and specifications which are compatible with the remainder of the community and which have been approved by the Executive Board and Mount Joy Township, following receipt of a recommendation from the Architectural Review Committee.

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

14.2.4. Insurance Proceeds. The insurance trustee, or if there is no insurance trustee, the Association, shall hold any proceeds from insurance maintained by the Association in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Section 5312(h)(1) of the Act, the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Community is terminated.

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

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

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

14.2.6. Certificates by Attorneys. If payments are to be made to Unit Owners, the Executive Board, and the trustee, if any, shall obtain and may rely on an attorney's certificate of title or a title insurance certificate based on a search of the land records of the county in which the Property is located from the date of the recording of the original Declaration stating the names of the Unit Owners and the holders of any mortgages upon the Units.

## ARTICLE XV

### AMENDMENTS TO DECLARATION

Section 15.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XX, XXI or XXII of this Declaration, or by the Association pursuant to Section 15.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended



only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

Section 15.2. Limitation of Challenges. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

Section 15.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and is effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 15.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

Section 15.6. Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any Security Interest in all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 15.6.

## ARTICLE XVI

### AMENDMENTS TO BYLAWS

Section 16.1. Amendments to Bylaws. The Bylaws may be amended only by vote of two-thirds (2/3) of the members of the Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose. Corrective amendments to the Bylaws may be effected in the same manner as amendments to the Declaration described in Section 15.6 hereof.

## ARTICLE XVII

### RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 17.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Community Documents require that an action be taken after "Notice and Comment", and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication that is routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 17.2. Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 17.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## ARTICLE XVIII

### POWERS OF THE ASSOCIATION

Section 18.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of any assessment against any Unit for Common Expenses and Limited Common Expenses.

Section 18.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.2.1 hereof, the Association shall have the right to assign or delegate any of its powers listed in

Section 5302 of the Act to the Master Association, provided that such assignment or delegation is made subject to the provisions of Section 5222 of the Act. To the fullest extent permitted by Pennsylvania law, as now in effect and as modified from time to time, a member of the Executive Board of the Master Association shall not be personally liable for monetary damages for any action taken, or any failure to take any action, by the Executive Board of the Master Association.

18.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to the Master Association under Section 5222 thereof, without the consent of any Unit Owner or holder of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation. The Declarant shall also have the right to accept on behalf of the Association any assignment or delegation of powers from one or more planned community or condominium associations, provided such planned community or condominium is located within the boundaries of the PGC Property. There are no other limitations on this right to delegate powers of the Association to a master association, except as provided in Subsection 18.2.2 hereof.

18.2.2. Initial Responsibilities. Notwithstanding any provision of Section 18.2 or Subsection 18.2.1 hereof, the Master Association shall initially exercise the powers of the Association listed below.

(a) OSRA. The Master Association shall be responsible for Maintenance of the OSRA and any improvements thereto in a good, safe and attractive condition, and assessment of the cost of such Maintenance against the members of the Association and any other Property Owners Association in accordance with the Master Association Declaration.

(b) PGC Trails. The Master Association shall reimburse the Declarant or any successor owner of the Preserved Open Space for all costs incurred for the Maintenance of that portion of the PGC Trails located in the Preserved Open Space. In addition, the Master Association shall be responsible for the Maintenance of those portions of the PGC Trails located within the boundaries of the PGC Communities, and shall assess the cost of such Maintenance against the members of the Association, the members of any other Property Owners Association, and the owner of the Hotel/Conference Center in accordance with the Master Association Declaration.

(c) Entrance Signs. The Master Association shall reimburse the Declarant or any successor owner of the Golf Course for all costs incurred for the Maintenance of the entrance sign located at the intersection of Clubhouse Drive and Mason Dixon Road and any other jointly-used entrance sign for the PGC, together with any landscaping appurtenant thereto, in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Association, the members of any

other Property Owners Association and the Golf Course Owner in accordance with the Master Association Declaration.

(d) Community Amenities. The Master Association shall be responsible for the operation, financial administration and Maintenance of the Community Amenities in accordance with the Master Association Declaration.

(e) Reserves. The Master Association may make assessments against the Golf Course Owner, the Hotel/Conference Center owner, the members of the Courtyards Association and the members of any other Property Owners Association for the creation of reserves for the future Maintenance of the Common Infrastructure Elements, in accordance with the Master Association Declaration.

Section 18.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.3.1 hereof, the Association shall have the power to merge or consolidate the Community with one or more other planned communities or condominiums into a single planned community provided that such merger or consolidation is made in accordance with the provisions of Section 5223 of the Act, and further provided that the merged planned communities or condominiums are all located within the boundaries of the PGC Property, including any expansion thereof pursuant to Article XXII hereof.

18.3.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(14) of the Act, to cause the Community to be merged or consolidated with one or more other planned communities or condominiums under Section 5223 thereof, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such merger(s) or such consolidation(s) at any time, at different times, in any order, without limitation; provided that the merged or consolidated communities shall not extend beyond the boundaries of the PGC Property, and the Additional Real Estate as described in Exhibit F attached hereto. There are no other limitations on this right to merge or consolidate the Community with other planned communities or condominiums.

18.3.2. Restrictions. The buildings and the Units that are part of other PGC Communities merged or consolidated with the Community must be compatible (but not necessarily the same) in terms of architectural style, quality of construction, and materials with the Units in the Community. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units created in the other planned communities or condominiums, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, et al). Because the Declarant may make changes to the plans for additional planned communities or condominiums within the boundaries of the PGC Property prior to obtaining final township approval and recording, no assurances are made regarding the exact lot configuration, description or location of any other buildings, improvements, common elements or limited common elements that may be created in the additional planned

communities or condominiums. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional planned communities or condominiums. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than eight hundred (800) Units. In the event that the Community is merged with one or more additional planned communities or condominiums as described in Subsection 18.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) converting a fraction to a decimal, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community), (2) multiplying the aforementioned fraction by a factor to be assigned by the Declarant, as described in Subsection 2.1.4 hereof. In the event that the Declarant does not merge or consolidate the other planned communities or condominiums with the Community, the assurances contained in this Section 18.3 shall not apply in any way to the other planned communities or condominiums or any portion thereof.

Section 18.4. Conveyance or Encumbrance of the Common Elements. Provided that Unit Owners entitled to cast at least eighty percent (80%) of the votes in Association, including at least eighty percent (80%) of the affirmative votes allocated to Units not owned by the Declarant or the Builder, agree, portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association. Any conveyance or encumbrance of the Common Elements by the Association shall be effected in strict accordance with Section 5318 of the Act.

Section 18.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 18.1 hereof shall exercise its rights against the Common Elements before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Elements, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.

## ARTICLE XIX

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

Section 19.1. Community Amenities. The Declarant shall construct on the PGC Property certain amenities to include, at a minimum, a swimming pool, a pool house with restrooms, and two (2) tennis courts. Upon completion of construction, the Declarant shall convey title to the parcel upon which the Community Amenities are located, in fee simple, to the Master Association.

19.1.1. Community Amenities Membership Fund. The Declarant shall create a "Community Amenities Membership Fund" ("CAM Fund"), the purpose of which is to defray the cost of building and maintaining the Community Amenities, and which may also be used by the Declarant to defray the cost of construction of the PGC Trails and the OSRA. The CAM Fund shall be funded by means of a contribution of Three Thousand Dollars (\$3,000.00) to be paid by the Initial Third Party Purchaser of each Unit in any PGC Community at the closing for that Unit. Such contribution shall also constitute a mandatory prepayment by each Initial Third Party Purchaser of annual assessments with respect to the Community Amenities for the three (3) year period described in Subsection 19.1.4 hereof. Such contribution shall not vest the Initial Third Party Purchaser with any property right, ownership interest or other right, title or interest in the Community Amenities. Subsequent Dwelling Unit Purchasers shall be permitted to use the Community Amenities, subject to payment of annual assessments with respect to the Community Amenities and compliance with such reasonable rules and regulations as the Master Association shall promulgate. The Declarant shall begin construction of the Community Amenities no later than the closing date of the eightieth (80th) Dwelling Unit sale, and construction shall be completed no later than ten (10) months thereafter. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account and shall be held in escrow until construction of the Community Amenities begins, except that the Declarant may draw upon the CAM Fund for the purpose of funding construction of the PGC Trails and the OSRA at any time after the First Settlement. Except as set forth below, no contributor to the CAM Fund shall be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of such Unit or otherwise. Notwithstanding the foregoing sentence, if the Declarant shall determine that the Community Amenities are not to be built because it believes, on the basis of the best available information, that fewer than eighty (80) Dwelling Units in the Community will be sold, then the balance of the CAM Fund (including interest and after deduction of amounts used for construction of the PGC Trails and the OSRA, if any) shall be refunded by the Declarant to each contributor to the CAM Fund on a pro rata basis at his or her last known address. Upon completion of the Community Amenities the balance remaining in the CAM Fund, if any, shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities; provided, however, that if at such time construction of the PGC Trails and/or the OSRA has not been completed, the Declarant shall be entitled to use such remaining balance to fund construction of the PGC Trails and/or the OSRA. If after completion of the PGC Trails there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

19.1.2. Use by Hotel/Conference Center. Although the Hotel/Conference Center is expected to have its own swimming and tennis facilities, the Declarant expressly reserves the right to permit use of the Community Amenities by guests of the Hotel/Conference Center and owners of Time Share Units located in the Hotel/Conference Center, as hereinafter defined, subject to such reasonable rules and regulations as the Master Association shall promulgate. However, in the event that the aforementioned reserved right is exercised, the owner of the Hotel/Conference Center shall reimburse the Master Association for a portion of the annual operating and Maintenance costs of the Community Amenities in accordance with the provisions of the Master Association Declaration.

19.1.3. Use by Golf Course Members and the Public. The Declarant reserves the right to permit use of the Community Amenities by members of the Golf Course, subject to (i) payment of an annual membership fee of Seven Hundred Fifty Dollars (\$750.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities established by the Master Association, and (iii) the Master Association's right to review such use of the Community Amenities annually, and, after such review, to terminate such use in its sole discretion. The Declarant further reserves the right to permit use of the Community Amenities by members of the public, subject, however, to (i) payment of an annual membership fee of One Thousand Five Hundred Dollars (\$1,500.00), (ii) compliance with the reasonable rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) the Master Association's right to review such use of the Community Amenities annually, and, after such review, to terminate such use in its sole discretion. The intention of the Declarant in reserving the foregoing rights is to minimize the annual membership fees and Common Infrastructure Expenses with respect to the Community Amenities charged to Unit Owners by providing other sources of income for the Community Amenities. However, income from membership fees charged to non-Unit Owners shall not be permitted to cause the Master Association to lose its "Homeowners Association" status within the meaning of the Internal Revenue Code.

19.1.4. Annual Assessments. Contribution to the CAM Fund shall entitle each Initial Third Party Purchaser to three (3) consecutive years' use of the Community Amenities, commencing on the later of the date on which the Community Amenities are opened for use or the closing date with respect to the Initial Third Party Purchaser's Unit. Thereafter, each Initial Third Party Purchaser shall be entitled to use the Community Amenities upon payment of an annual assessment to be determined by the Master Association. This annual assessment shall be a Common Infrastructure Expense and shall be payable in monthly installments added to the other monthly Common Infrastructure Expense assessments levied against each Unit by the Master Association. This assessment shall be equal to the Unit's share of the costs of operation and Maintenance of the Community Amenities, as determined pursuant to the provisions of the Master Association Declaration. Subsequent Dwelling Unit Purchasers will also be entitled to use the Community Amenities upon payment of the aforesaid annual assessment in the same manner. No Unit Owner in the PGC shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities.

19.1.5. PGC Trails and OSRA. The Declarant may draw upon the CAM Fund to defray the cost of constructing the PGC Trails and the OSRA. As described in Section 19.4 hereof, the Declarant may also use the proceeds from NID Bonds to defray such construction costs. Notwithstanding the foregoing, the portion of the PGC Trails on the tract of land designated on the Plats and Plans as "The Retreat" is expected to be constructed at the cost of the owner of the Hotel/Conference Center. If any proceeds from the NID Bonds are used to finance construction of the PGC Trails and/or the OSRA, then the PGC Trails and/or the OSRA, as appropriate, will be owned by the NIDMA. Otherwise, the portion of the PGC Trails and the OSRA located within the Preserved Open Space shall be owned by the Golf Course Owner, and the portion of the PGC Trails and the OSRA located within the Property (if any) shall be owned by the Association. Whether financed by CAM Fund contributions, NID Bond proceeds or otherwise by the Declarant, construction of the PGC Trails is expected to follow a phased plan that corresponds to construction of various phases of the Community, and ultimately, the PGC. The OSRA is expected to be

constructed at the same time as the Community Amenities. In any event, construction of the OSRA shall be commenced no later than completion of the 80th Unit and completed no later than ten (10) months thereafter. The right of Unit Owners and occupants to use the PGC Trails and the OSRA, which is granted in the Open Space Declaration, will not be affected by how they are financed and owned.

Section 19.2. Golf Course. The Golf Course Owner is the owner of the Golf Course located on the PGC Property. The Golf Course is a separately owned property and is not part of the Property or the Community. The Declarant makes no representations regarding the future use or uses of the Golf Course by the Golf Course Owner or any successor in interest of the Golf Course Owner. Neither the Association, the Master Association, any Unit Owner, or any other person gains any property right, ownership interest or other right, title or interest in the Golf Course, nor any right to use or gain membership in the Golf Course by virtue of ownership of a Unit, or otherwise as an incident or appurtenance of any PGC Community. However, use of the Golf Course shall be available to all Unit Owners in the PGC on a club membership or daily fee basis, subject to compliance with the Golf Course rules and regulations applicable to the public at large. Unless and until a separate Community meeting facility is constructed, Unit Owners and the Association shall have the right to use meeting rooms in the Golf Course clubhouse, subject to the Rules and Regulations and such reasonable rules and regulations as the Golf Course Owner shall establish from time to time.

Section 19.3. Hotel/Conference Center; Time Share Units. The Declarant presently intends to build on a portion of the PGC Property, identified on the Plats and Plans as "The Retreat", a hotel and conference center ("Hotel/Conference Center"). The Hotel/Conference Center may also include dwelling units marketed on a time share basis ("Time Share Units"). If constructed, the Hotel/Conference Center will be limited in size to a maximum of 300 guest rooms and Time Share Units, in the aggregate. The Hotel/Conference Center is also expected to contain conference and meeting facilities. It may contain one or more buildings, containing hotel rooms, Time Share Units, or both. If and when the Hotel/Conference Center is constructed, its owner shall be responsible for payment of a portion of the Common Infrastructure Expenses assessed by the Master Association, as provided in the Master Association Declaration.

Section 19.4. Neighborhood Improvement District.

19.4.1. Financing; Assessments. It is presently anticipated that the public improvements built on the Common Elements will be financed by Mount Joy Township through the creation of an Assessment District under the NID Act, which authorizes Mount Joy Township to issue municipal bonds ("NID Bonds") secured solely by assessments levied against the owners of real property, including Unit Owners, in the Assessment District. The Assessment District's geographic boundaries are presently intended to be coincident with the perimeter of the PGC Property, as defined herein, excluding the Golf Course but including the PGC Trails and OSRA. The assessments shall be levied in a manner consistent with the provisions of the NID Act in order to amortize the bonds over their term, which is presently expected to be 30 years. The annual assessment shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) per Unit. The assessments may be prepaid in whole at any time by payment of a lump sum determined in accordance with the method of apportionment of the assessments approved by Mount Joy



Township. At the time the Assessment District is created, the Township will also create a NIDMA to administer the Assessment District and take title to the public improvements located therein.

19.4.2. NIDMA Facilities. The public improvements may include, but are not limited to, the interior streets (including reconstruction of Clubhouse Drive), paved courtyards, emergency access driveways, street lighting, and landscaping within the Community; and storm water management facilities, a system of walking trails, a recreation area, a bridge over Lousy Run, widening of Mason Dixon Road and an underpass under Mason Dixon Road for golf carts and pedestrians (required by Mount Joy Township as a condition for its approval of the PGC), all of which are located within the Assessment District (collectively, the "NIDMA Facilities"). The proceeds of the NID Bonds will either fund the construction of the NIDMA Facilities or reimburse the Declarant for construction costs. In the event that an Assessment District is not created or the NID Bonds are not issued or placed, the Declarant shall be responsible for construction of the improvements located on the Common Elements in the Community. Ongoing Maintenance of the NIDMA Facilities is expected to be performed by the Association and the Master Association, and, with respect to the PGC Trails located in the Preserved Open Space, the Golf Course Owner, under contracts with the NIDMA ("NIDMA Maintenance Agreements"). Such Maintenance is expected to be financed through (i) monthly Common Expense assessments levied against each Courtyards Unit by the Association, and (ii) monthly Common Infrastructure Expense assessments levied against each Unit in the PGC by the Master Association.

19.4.3. Ownership of NIDMA Facilities in the Community. If an Assessment District is created, ownership of all NIDMA Facilities located within the Community and the real estate upon which they are located shall be as follows:

(a) Fee simple title to the Common Elements will transfer from the Declarant to the Association in accordance with the provisions of the Act.

(b) The Association will grant easements to the NIDMA with respect to the parcels of real estate within the Common Elements upon which the NIDMA Facilities are located.

(c) The NIDMA will own the NIDMA Facilities for the term of the NID Bonds issued by Mount Joy Township, and the Association will continue to own fee simple title to the real estate upon which the NIDMA Facilities are located.

(d) Upon the retirement of the NID Bonds, ownership of the NIDMA Facilities shall revert automatically to the Association, except, however, that ownership of the improvements to Mason Dixon Road shall revert to PennDOT.

19.4.4. Ownership of Other NIDMA Facilities. If an Assessment District is created, ownership of those NIDMA Facilities jointly used by the PGC Communities, the Golf Course and/or the Hotel/Conference Center, and the real estate upon which they are located, shall be as described in the Master Association Declaration.

19.4.5. Assessment District Lien. A default on the payment of the NID Bonds will not result in an acceleration of the assessments nor an increase in the maximum

annual assessments levied on each Unit within the Assessment District. However, the failure of a Unit Owner to timely pay the assessment related to such Unit will result in a municipal lien on such Unit, and a claim to secure the assessments shall be entered in the prothonotary's office of Adams County at the same time and in the same form and collected in the same manner as municipal tax claims are filed and collected, resulting in a potential foreclosure sale of the Unit as with real property tax delinquencies.

19.4.6. Indemnification. The Association shall indemnify the NIDMA against any loss or expense (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement, arising from the NIDMA's ownership of the NIDMA Facilities.

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

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

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

## ARTICLE XX

### CONVERTIBLE REAL ESTATE

Section 20.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any

combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described as such on Exhibit D attached hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 20.2. Assurances. If the Convertible Real Estate is converted, the Units on the Convertible Real Estate are expected to be located approximately as shown on the Subdivision Plan, as the same may be amended or modified by Declarant from time to time in accordance with Mount Joy Township and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit configuration, the description or location of any Dwellings, improvements, Common Elements or Limited Common Elements that may be created on the Convertible Real Estate. At such time as all of the Convertible Real Estate is completely converted, the maximum number of Units in the Community as an aggregate will be no more than two hundred (200) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use substantially to the same extent as all other Units. Any buildings to be constructed within the Convertible Real Estate and Units therein shall be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created within the Convertible Real Estate, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, et al). No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit in the Convertible Real Estate and the Property shall be recalculated as required by Sections 2.1 and 9.2 hereof.

## ARTICLE XXI

### WITHDRAWABLE REAL ESTATE

Section 21.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to withdraw may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to withdraw any or all portions of the Withdrawable Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Withdrawable Real Estate shall not exceed the area(s) described as such on Exhibit E attached hereto. There are no other limitations on this option to withdraw Withdrawable

Real Estate. The Allocated Interest appurtenant to each Unit in the Community as of the date this Declaration or any amendments thereto are recorded will be unaffected by the withdrawal of all or any part of the Withdrawable Real Estate. In the event that the Declarant shall withdraw all or any portion of the Withdrawable Real Estate, the assurances, if any, contained in this Declaration shall not apply to the Withdrawable Real Estate withdrawn from the Community.

Section 21.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Property in accordance with the provisions of this Declaration, the following reciprocal easements shall be created and granted in favor of and against the Unit Owners and the Association, on the one hand, and the owners and occupants of the portion of the Withdrawable Real Estate withdrawn from the Property, on the other hand:

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

21.2.2. The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Property, including, inter alia, electrical, gas (including without limitation propane gas), telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

21.2.3. The right to use and gain access to existing utility facilities located on the Property, including, inter alia, the waterlines, sanitary sewer and storm sewer facilities, and to tie into said facilities, together with the right to install and maintain new utility facilities, provided that the exercise of such rights does not materially interfere with the existing utility facilities;

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

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

21.2.5. The party exercising such easement rights for the installation of utility facilities shall be solely responsible for all expenses of whatever nature with regard to the initial construction and installation of said utility facilities;

21.2.6. Any party exercising the easement right to install utility facilities over, under or through the Property shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Property by the owners and occupants thereof;

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

21.2.8. The expense of operating, maintaining and repairing any area or facility, subject to a reciprocal easement, shall be equitably apportioned among the owners using said areas or easements, considering all pertinent use factors.

21.2.9. The party exercising any easement right shall indemnify and hold harmless all other owners within the Property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

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

## ARTICLE XXII

### OPTION TO EXPAND THE COMMUNITY

Section 22.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to add Additional Real Estate to the Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to expand may be terminated prior to such anniversary only upon the filing by the Declarant of an amendment to this Declaration. The Declarant expressly reserves the right to add the Additional Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be added, converted or withdrawn; provided, however, that the Additional Real Estate shall not exceed the area described as such on Exhibit F attached hereto. There are no other limitations on this option to add Additional Real Estate to the Community. Any Additional Real Estate added to the Community shall be added as Convertible and Withdrawable Real Estate subject to all of the provisions of Articles XX and XXI, inter alia, of this Declaration.

Section 22.2. Assurances. The Declarant makes no assurances as to the location and description of improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be six hundred (600) Units, which are hereby restricted to residential use substantially to the same extent as all other Units. Notwithstanding the foregoing, all or part of the real estate designated as such on the Subdivision Plan may be developed for commercial uses, including the Hotel/Conference Center. An assurance is hereby given that any improvements to be constructed on the Additional Real Estate and the Units therein are and will be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the Units in the Property. The Declarant expressly

reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit in the Additional Real Estate and the Property shall be recalculated as required by Sections 2.1 and 9.2 hereof. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate or any portion thereof.

### ARTICLE XXIII

#### TERMINATION OF THE COMMUNITY

Section 23.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated, including at least eighty percent (80%) of the affirmative votes allocated to Units not owned by the Declarant or the Builder.

### ARTICLE XXIV

#### INTERPRETATION

Section 24.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate the Declarant's desire to create a uniform plan for development and operation of the Community. The headings preceding the various paragraphs of this Declaration and the Table of Contents are intended solely for the convenience of readers of this Declaration.

### ARTICLE XV

#### SEVERABILITY

Section 25.1. Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the uniform plan for development and operation of the planned community which this Declaration is intended to create.

ARTICLE XXVI

EFFECTIVE DATE

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

**[SIGNATURE PAGE FOLLOWS]**

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

ATTEST:

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

\_\_\_\_\_  
By: Patricia A. Kennedy  
Title: Secretary

\_\_\_\_\_  
By: Richard A. Klein  
Title: Managing Member

ATTEST:

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

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

\_\_\_\_\_  
By: Richard A. Klein  
Title: Managing Member



## CONSENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, The Gettysburg Community, LLC, a Maryland limited liability company ("Builder"), has executed this Consent to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration"), to which it is appended, to acknowledge, agree with, and consent to, the terms and provisions of Section 1.3 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to the Builder as a consenting party to the Declaration and as a purchaser of Units.

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

ATTEST:

THE GETTYSBURG COMMUNITY, LLC:

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

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

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

Title: General Manager

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

:  
:  
SS:  
:

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

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

:

COUNTY OF ADAMS

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

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

---

Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS:

COUNTY OF ADAMS

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

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

#### **BATTERY RIDGE**

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

BEGINNING at a point on the southern right of way line of Mason Dixon Road (SR 3002) (50 feet wide) said point being the northernmost corner of the herein described parcel; thence continuing along the southern right of way line of Mason Dixon Road the following three (3) courses and distances: (1) South 54 degrees 43 minutes 10 seconds East a distance of 298.00 feet; (2) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 54 degrees 59 minutes 19 seconds East, an arc distance of 14.63 feet; and (3) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 67 degrees 01 minute 44 seconds East, an arc distance of 640.17 feet to a point; thence leaving the right of way line of Mason Dixon Road aforementioned South 11 degrees 11 minutes 59 seconds West a distance of 120.89 feet to a point within Lousy Run as shown on the Plan; thence South 56 degrees 42 minutes 19 seconds West a distance of 305.41 feet to a point; thence South 57 degrees 49 minutes 13 seconds West a distance of 214.89 feet to a point; thence South 77 degrees 12 minutes 27 seconds West a distance of 286.99 feet to a point; thence North 48 degrees 01 minute 48 seconds West a distance of 170.22 feet to a point; thence North 09 degrees 47 minutes 29 seconds West a distance of 202.72 feet to a point; thence North 00 degrees 30 minutes 53 seconds West a distance of 288.90 feet to a point; thence North 12 degrees 21 minutes 36 seconds East a distance of 297.23 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

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

## **LOOKOUT**

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

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being at the westernmost corner of the herein described parcel; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 250.00 feet to a point; thence North 43 degrees 49 minutes 10 seconds East a distance of 773.87 feet to a point; thence North 64 degrees 33 minutes 26 seconds East a distance of 255.53 feet to a point; thence South 24 degrees 52 minutes 21 seconds East a distance of 104.07 feet to a point; thence South 26 degrees 34 minutes 44 seconds East a distance of 71.02 feet to a point; thence South 10 degrees 35 minutes 38 seconds East a distance of 49.36 feet to a point on the northern line of Clubhouse Drive (private street); thence continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

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

## **ROUND TOP**

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

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

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

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

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

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



## EXHIBIT C

### PLATS AND PLANS

The Plats and Plans for The Courtyards At The Links At Gettysburg, A Planned Community, consisting of \_\_\_\_\_ ( ) pages dated \_\_\_\_\_, are being filed in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, concurrently with the filing of this Declaration, and said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.



## **EXHIBIT D**

### **LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE**

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

#### **BATTERY RIDGE**

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

BEGINNING at a point on the southern right of way line of Mason Dixon Road (SR 3002) (50 feet wide) said point being the northernmost corner of the herein described parcel; thence continuing along the southern right of way line of Mason Dixon Road the following three (3) courses and distances: (1) South 54 degrees 43 minutes 10 seconds East a distance of 298.00 feet; (2) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 54 degrees 59 minutes 19 seconds East, an arc distance of 14.63 feet; and (3) by a curve to the left having a radius of 1,557.96 feet and a chord bearing of South 67 degrees 01 minute 44 seconds East, an arc distance of 640.17 feet to a point; thence leaving the right of way line of Mason Dixon Road aforementioned South 11 degrees 11 minutes 59 seconds West a distance of 120.89 feet to a point within Lousy Run as shown on the Plan; thence South 56 degrees 42 minutes 19 seconds West a distance of 305.41 feet to a point; thence South 57 degrees 49 minutes 13 seconds West a distance of 214.89 feet to a point; thence South 77 degrees 12 minutes 27 seconds West a distance of 286.99 feet to a point; thence North 48 degrees 01 minute 48 seconds West a distance of 170.22 feet to a point; thence North 09 degrees 47 minutes 29 seconds West a distance of 202.72 feet to a point; thence North 00 degrees 30 minutes 53 seconds West a distance of 288.90 feet to a point; thence North 12 degrees 21 minutes 36 seconds East a distance of 297.23 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

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

#### **LESS AND RESERVING from the above described property the following:**

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

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

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

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

### **LOOKOUT**

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

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

continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

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

#### **ROUND TOP**

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

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

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

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



## EXHIBIT E

### LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

#### LOOKOUT

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

BEGINNING at a point on the northern right of way line of Mason Dixon Road (SR 3002), said point being at the westernmost corner of the herein described parcel; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 250.00 feet to a point; thence North 43 degrees 49 minutes 10 seconds East a distance of 773.87 feet to a point; thence North 64 degrees 33 minutes 26 seconds East a distance of 255.53 feet to a point; thence South 24 degrees 52 minutes 21 seconds East a distance of 104.07 feet to a point; thence South 26 degrees 34 minutes 44 seconds East a distance of 71.02 feet to a point; thence South 10 degrees 35 minutes 38 seconds East a distance of 49.36 feet to a point on the northern line of Clubhouse Drive (private street); thence continuing along the western line of Clubhouse Drive the following nine (9) courses and distances: (1) by a curve to the left having a radius of 305.00 feet and a chord bearing of South 61 degrees 10 minutes 17 seconds West, an arc distance of 194.14 feet; (2) by a curve to the left having a radius of 1,380.00 feet and a chord bearing of South 38 degrees 17 minutes 45 seconds West, an arc distance of 223.55 feet; (3) South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; (4) by a curve to the right having a radius of 1,170.00 feet and a chord bearing of South 38 degrees 05 minutes 00 seconds West, an arc distance of 180.86 feet; (5) South 53 degrees 54 minutes 12 seconds West a distance of 87.27 feet; (6) South 44 degrees 27 minutes 13 seconds West a distance of 66.61 feet; (7) South 84 degrees 52 minutes 01 second West a distance of 53.30 feet; (8) North 54 degrees 43 minutes 10 seconds West a distance of 30.00 feet; and (9) South 35 degrees 16 minutes 50 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 224.85 feet to the point and place of BEGINNING.

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

## **ROUND TOP**

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

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

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

## EXHIBIT F

### LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

#### **PGC PROPERTY**

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

BEGINNING at a point on line of lands now or formerly of Stanley R. 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 which Klein Family Limited Partnership, by deed dated July 21, 1997 and recorded in Adams County Record Book 1410, Page 0021, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

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

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

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

AND

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

James W. Waybright and Shirley Ann Waybright

Book 1423, Page 346

Philip C. Hill and Melody R. Hill

Book 1950, Page 314  
Plan Book 75, Page 65

David P. Waybright

Book 1195, Page 315

Beatrice F. Waybright

Book 1195, Page 315

Richard Eager and Lisa Eager

Book 493, Page 284

Stanley R. Flaggs

Book 1757, Page 7

Gene T. Walker

Book 360, Page 371

Frederick C. Fryer and Kay E. Fryer

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



## EXHIBIT G

### LEGAL DESCRIPTION OF THE PGC PROPERTY

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

BEGINNING at a point on line of lands now or formerly of Stanley R. 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 of 583.43 feet to a point at corner of lands now or formerly of

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

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

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

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



## EXHIBIT H

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

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

After recordation of this document, please return to:

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

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ADAMS

: SS:  
:

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

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

\_\_\_\_\_  
Recorder of Deeds

---

**BYLAWS**  
**OF**  
**THE COURTYARDS HOMEOWNERS ASSOCIATION**

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

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Date: \_\_\_\_\_, 2003



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EXHIBIT A - CHART OF MAINTENANCE RESPONSIBILITIES

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BYLAWS  
OF  
THE COURTYARDS HOMEOWNERS ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

1.1. Applicability. These Bylaws provide for the governance of The Courtyards Homeowners Association ("Association") pursuant to the requirements of Section 5306 of the Act with respect to the Planned Community created by the recording of the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration") among the land records of Adams County, Pennsylvania.

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

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4. Office. The office of the Planned Community, the Association, and the Executive Board shall be located at the Property 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, in the Declaration, or in the Act, the 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 ("Corporation Law"). The "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

ARTICLE II

The Association

2.1. Membership. The Association is a Pennsylvania non-profit corporation established on a non-stock basis, all the members of which are the Unit Owners of the

Planned Community. The Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to his Unit, whether improved or unimproved, and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the 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 to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the 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. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent 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 Association shall be held on the third Thursday of October of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.6 of these Bylaws and such other business as may properly come before the meeting may be transacted.

2.4. Budget Meeting. Any meetings of Unit Owners to consider proposed budgets shall be called in accordance with Sections 9.5 and 9.6 of the Declaration. The budget may be considered at Annual or Special Meetings called for other purposes as well.

2.5. Special Meetings.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the 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) First Special Election Meeting. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which one (1) of the three (3) members of the Executive Board designated by the Declaration shall resign (such member to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect one successor member of the Executive Board to act in the place and stead of the member resigning. Such successor member shall serve until the second special election meeting of the Association to be held in accordance with subsection (c) below.

(c) Second Special Election Meeting. Not later than the earlier of (i) seven (7) years after the date of the first conveyance of a Unit to a Unit Owner other than the Declarant, or (ii) sixty (60) days after seventy-five percent (75%) of the Units that may be created have been conveyed to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which all members of the Executive Board shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the third annual meeting of the Association following the meeting at which he or she was elected. The successor member receiving the next highest number of votes shall serve until the second annual meeting of the Association following the meeting at which he or she was elected. The remaining successor member shall serve until the next annual meeting of the association following the meeting at which he or she was elected. The purpose of this format is to establish staggered terms so that there are always experienced members on the Executive Board. Notwithstanding the foregoing exceptions, pursuant to Section 3.5 hereof, a full regular term of office is three (3) years.

(d) Combining Special Election Meetings with Annual Meeting. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs (b) and (c) above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) may be held concurrently with such annual meeting.

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

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the 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 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 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 twenty percent (20%) or more of the Unit Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Unit Owners 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 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 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 Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the 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 Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the 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 Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

(c) Percentage of Votes Required to Adopt Decisions. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these Bylaws, a "Majority Vote" is required to adopt decisions at any meeting of the Association. A "Majority Vote" means a vote by Unit Owners vested with more than fifty percent of the votes (as allocated in the Declaration) actually voted in person or by proxy at a duly convened meeting at which a quorum is present.

(d) Election of Executive Board Members. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the higher number of votes shall be elected to the longer terms.

(e) Declarant's Right to Vote Its Units. Except as set forth in Section 2.5(b) hereof, if the Declarant owns or holds title to one (1) or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled.

(f) Association Has No Vote. No votes allocated to a Unit owned by the 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 Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the 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 of the Association may be taken without a meeting by unanimous written consent executed by all Unit Owners stating the action so taken. Any such written consent shall be filed with the minutes of the proceedings of the Association.

### ARTICLE III

#### Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of three (3) natural persons, all of whom shall be Unit Owners or designees of the Declarant. The size of the Executive Board is subject to change as provided in Article XI of the Declaration.

3.2. Powers and Duties. The Executive Board may act in all instances on behalf of the Association, except as provided in the Declaration, these Bylaws or the Act. The Executive Board shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Planned Community 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 for Common Expenses from Unit Owners;
- (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 Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Planned Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;
- (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 the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 5302(a)(9) of the Act;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

(p) Maintain property and liability insurance in connection with the Planned Community in accordance with the provisions of the Declaration and Section 5312 of the Act;

(q) Effectuate any merger of the Planned Community and the Association with any one or more planned communities and/or condominium(s) and its/their association, subject nonetheless to Section 18.3 of the Declaration;

(r) Delegate any powers of the Association to the Master Association in accordance with the provisions of the Declaration and Section 5302(a)(18) of the Act;

(s) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(t) Exercise any other powers conferred by the Act, Declaration or Bylaws;

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

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

(w) 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 Unit Owners and the Executive Board. However, actions taken by a committee may be appealed to the Executive Board by any Unit Owner 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 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 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:



(1) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.

(2) 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.

(3) 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.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Planned Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the 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) and (h).

Any contract with the 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 Association. The term of any such contract may not exceed one (1) year.

3.5. Delegation of Powers; Master Association. The Executive Board may delegate some or all of the powers of the Association to the Master Association in accordance with the provisions of Section 5302(a)(18) of the Act. Notwithstanding the foregoing, the Executive Board shall delegate to the Master Association any powers enumerated in Subsection 18.2.2 of the Declaration.

3.6. Election and Term of Office. Subject to Article XI of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 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 Declarant, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner 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 shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 11.1 of the Declaration.

3.8. Vacancies. Except as set forth in Section 3.6 hereof with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term. In the event of a vacancy caused by the resignation or removal of an Executive Board member elected by the Unit Owners pursuant to Section 2.5(b) hereof, that member's replacement shall be elected by Unit Owners other than Declarant at a special meeting of the Association called for such purpose.

3.9. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter 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, 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, 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 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 members shall constitute a quorum for the transaction of business, and the votes of a majority of the 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 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 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 Declaration, these Bylaws or the 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 Association and one (1) or more of its

Executive Board members or between the Association and any corporation, firm, or association in which one (1) or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are 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 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.

3.19. Corporate Employees and Partners. Notwithstanding any other provision contained in the Community Documents, if an employee or officer of a corporate Unit Owner or a partner of a partnership Unit Owner serves as a member of the Executive Board, and such employee, officer or partner dies, or if his employment or partnership relationship is terminated, such individual shall thenceforth cease to be a member of the Executive Board and the corporate or partnership Unit Owner shall immediately designate another employee, officer or partner to succeed the former Executive Board member and to complete his term as such Executive Board member.

## ARTICLE IV

### Officers

4.1. Designation. The principal officers of the 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 Unit Owners 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 Association shall be elected annually by the Executive Board at the organization 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 Association, preside at all meetings of the 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 Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the 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 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 Unit Owners and holders of mortgages on any Units 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 Pennsylvania.

(b) Official List of Unit Owners. The Secretary shall attempt in good faith to compile and maintain at the principal office of the Association, an updated list of Unit Owners and their last known post office addresses. Such lists shall also show opposite each Unit Owner's name the address of the Unit owned by such 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 Association. This list shall be open to inspection by all Unit Owners 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 the 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 Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws 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 Association shall be executed by two (2) officers of the 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 Association may be executed by either the President or Vice President.

4.9. Compensation. No officer shall receive any compensation from the 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 manager employed by the Association, or, in their absence, any officer having access to the books and records of the Association, may prepare, certify, and execute resale certificates in accordance with Section 5407(b) of the Act and statements of unpaid assessments in accordance with Section 5315(h) of the Act. The form resale certificate attached as Exhibit B hereto shall be deemed to satisfy the foregoing provisions of the Act. The Association may charge a reasonable fee for preparing resale certificates and statements of unpaid assessments.

4.11. Amendments to the Declaration. Amendments to the Declaration that are required by the Act to be recorded by the Association, and which have been adopted in accordance with the provisions of the Declaration and the Act, shall be prepared, executed, certified and recorded on behalf of the Association by any officer of the Association designated by the Executive Board for that purpose or, in the absence of such designation, by the President of the Association.

## ARTICLE V

### Maintenance

5.1. Maintenance Responsibilities. The maintenance, repair and replacement responsibility for Units and Common Elements shall be carried out by the Association and the Unit Owners in accordance with the provisions of the Act, by Article V of the Declaration, and as set forth in Exhibit A to these Bylaws.

## ARTICLE VI

### Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these Bylaws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner to comply with any provisions of the Community Documents or the Act shall entitle the Association, acting through its Executive Board or the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner 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 Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. 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 Unit Owner, 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 Association, the Executive Board or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws, the Executive Board, the Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws, the Rules and Regulations or the Act shall be deemed to be cumulative and 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 Declaration, these Bylaws, the Rules and Regulations or the Act or at law or in equity.

(d) Abating and Enjoining Violations by Unit Owners. The violation of any of the Rules and Regulations adopted by the Executive Board, the breach of any Bylaw contained herein or the breach of any provision of the Declaration or the Act, shall give the Executive Board the right, after Notice and Hearing, in

addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to 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 the Community Documents or the 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 Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to Section 5315 of the Act.

6.4. Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration, the Plats and Plans, these Bylaws or the Rules and Regulations, the determination thereof by the Executive Board, after Notice and Hearing, shall be final and binding on each and all such Unit Owners. 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 Association as a Common Expense.

## ARTICLE VII

### Amendments

7.1. Amendments to Bylaws. These Bylaws may be amended only pursuant to the provisions of Article XVI of the Declaration.



## ARTICLE VIII

### Records

8.1. Records and Audit. The Association shall maintain accurate and complete financial records of the affairs of the Planned Community, including such information as is required for the Association to provide resale certificates and statements of unpaid assessments as required by Section 5407(b) and 5315(h) of the Act. The financial records shall be maintained and audited in accordance with Article IX of the Declaration. The cost of the audit shall be a Common Expense unless otherwise provided in the documents.

8.2. Examination. All records maintained by the Association or by the Managing Agent shall be available for examination and copying by any Unit Owner, by any holder of a Security Interest in a Unit, 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 (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Managing Agent, or to the Executive Board, at the principal office of the Association or Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners 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 Declaration, the Declaration shall govern. In the event that the Internal Revenue Code is hereafter amended or changed, both the 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 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.

## **CHART OF MAINTENANCE RESPONSIBILITIES**

**Exhibit A**



## THE COURTYARDS HOMEOWNERS ASSOCIATION

### CHART OF MAINTENANCE RESPONSIBILITIES

This chart and the titles and headings used herein are not intended to describe or encompass every maintenance function or to delineate all respective responsibilities between the Unit Owners, severally, and the Association. The placement of responsibility under any specific column does not necessarily coincide with the actual ownership of the component. The Unit deed determines ownership. In many cases, maintenance responsibility is allocated to the Association to ensure consistency, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his family, tenants, employees, agents, visitors, guests or pets), the Association will perform the necessary maintenance at the sole expense of the Unit Owner.

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
<b>Sidewalks, including steps</b>			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	
<b>Driveway Surfaces</b>			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	
<b>Porches and Decks</b>			
Repair		X	
Replacement		X	
<b>Patio</b>			
Cleaning and Sweeping		X	
Maintenance and Repair		X	
Replacement		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
<b>Landscaping on Unit</b>			
Lawn Mowing	X		
Shrub and Tree Pruning (front beds only)	X		
Bed Cleaning and Weeding (front beds only)	X		
Fertilizing, Weed Control and Insect Control	X		
Mulching	X		
Leaf Removal	X		
Edging (twice annually)	X		
Replacement of Grass, Shrubs and Trees		X	
Landscaping Installed by Unit Owner		X	
<b>Landscaping on Common Elements</b>			
All Landscaping	X		
<b>Snow Removal on Unit</b>			
Sidewalks, Stoops and Front Porch	X		
Patios and Decks		X	
Driveways	X		
Fire Hydrant Access	X		
Mailbox Access	X		
<b>Snow Removal on Common Elements</b>			
All Snow Removal	X		
<b>Exterior Lighting Serving Common Facilities</b>			
Repair and Replacement of Fixtures	X		
Repair and Replacement of Wiring	X		
Bulb Replacement	X		

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
<b>Exterior Lighting Serving Only One Unit</b>			
Repair and Replacement of Fixtures		X	
Repair and Replacement of Wiring		X	
Bulb Replacement		X	
<b>Electrical System</b>			
All Portions of System Serving Only One Unit		X	
<b>Water/Plumbing System</b>			
All Portions of System Serving More Than One Unit***			
All Portions of System Serving Only One Unit		X	
<b>Sewer System</b>			
All Portions of System Serving More Than One Unit (Mains and Laterals)***			
All Portions of System Serving Only One Unit (Service Lines)		X	
<b>Lawn Sprinkler System</b>			
All Portions of System Serving More Than One Unit	X		
All Portions of System Serving Only One Unit		X	
<b>Propane Supply System</b>			
All Portions of System up to and Including Meter on Unit Exterior****			
Connection From Meter to Unit Interior		X	
<b>Basement Leakage</b>			
Repairs and Remedies as required		X	
<b>Pest Control and Extermination</b>			
Exterior Wood-Boring and Stinging Insects		X	
All Other Infestations		X	

ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
<b>Painting/Staining</b>			
Decks		X	
Exterior Doors and Garage Doors		X	
Interior Surfaces		X	
<b>Storm Water Drainage (Common Elements)</b>			
Swale Maintenance, Regrading and Repair as required	X		
<b>Insurance</b>			
Blanket Policy Covering Common Elements Liability	X		
Unit Policy – Structure, Contents and Liability		X	
Association/Director's Liability Insurance	X		
<b>Trash Removal</b>			
Trash removal – pickup at door	X		
Recycling – curbside pickup*****			
<b>Maintenance, Repair and Replacement of:</b>			
Heating and Air Conditioning Systems		X	
Water Heaters		X	
Appliances		X	
Furnace Vents		X	
Mailboxes, Standards and Posts	X		
Dryer Vents		X	
Roofing, Gutters and Downspouts		X	
Fireplaces		X	



ITEM DESCRIPTION	ASSOCIATION	UNIT OWNER*	JOINT**
<b>Windows</b>			
Replacement		X	
Glass Replacement		X	
Cleaning and Maintenance		X	
<b>Exterior Doors</b>			
Replacement		X	
Locks, Hinges and Hardware		X	
Trim, Buck, Sill and Weatherstripping		X	
<b>Privacy Fences</b>			
Staining or Painting		X	
Replacement		X	
<b>Garage Doors</b>			
Replacement		X	
Garage Door Opener and Controls		X	
Hardware, Hinges, Locks and Tracks		X	

\*In the event that, in the judgment of the Association or the Manager, an exterior item listed in this column is in need of repair, maintenance or replacement, and a Unit Owner fails to complete such repair, maintenance or replacement within a reasonable period of time after receiving notice from the Association that such work must be done, the Association may cause the work to be done and shall bill the cost of such repair, maintenance or replacement to the Unit Owner who failed to complete the work. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration").

\*\*JOINT represents those maintenance, repair or replacement items that are assigned to the Association to perform, but the costs of which are billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work himself or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at his sole expense, provided that he obtains prior written approval of his plans and specifications from the Executive Board in accordance with Subsection 4.1.2 and

Article VII of the Declaration. In the event that the work is not approved by the Executive Board prior to commencement, or if, in the judgment of the Executive Board, the work is inconsistent with community standards, the Executive Board may cause the work to be corrected to acceptable standards at the Unit Owner's expense. The costs incurred by the Association for the remediation of the Unit Owner's work shall be billed to the Unit Owner and collected as a special assessment in accordance with the provisions of the Declaration. It is presently anticipated that there will be no joint maintenance items; however, the Association reserves the right to designate an item as a joint maintenance item by amending this Chart of Maintenance Responsibilities in accordance with the provisions of Section 16.1 of the Declaration.

\*\*\*Maintenance, repair and replacement of main and lateral water and sewer lines will be the responsibility of the public water utility that owns and operates the Community water and sewer system.

\*\*\*\*Maintenance, repair and replacement of propane tanks and exterior connections up to and including the meter located on the exterior of the Dwelling will be the responsibility of the independent contractor selected to supply propane to the Community.

\*\*\*\*\*Mount Joy Township does not require recycling at the present time. However, it is anticipated that recycling pick-up will be provided when the number of Units sold is such that recycling pick-up becomes economically feasible, or if recycling is required by Mount Joy Township.

**RESALE CERTIFICATE**

**EXHIBIT B**



**THE COURTYARDS HOMEOWNERS ASSOCIATION**

**RESALE CERTIFICATE**

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

Date: \_\_\_\_\_, 20\_\_.

Resale of Unit No. \_\_\_\_\_; Section: \_\_\_\_\_.

The Courtyards Homeowners Association ("Association") hereby provides the information set forth below, together with a copy of the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community ("Declaration"), The Bylaws of The Courtyards Homeowners Association ("Bylaws") and the Rules and Regulations of The Courtyards At The Links At Gettysburg, A Planned Community ("Rules and Regulations"), in accordance with Section 5407 of the 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:

1. Restraints on Alienation. Neither the Declaration nor any other Community Document, as defined in the Declaration, contains any 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 Expense assessment for the Unit is \$ \_\_\_\_\_.
- b. The amount of any unpaid Common 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 is \$\_\_\_\_\_.

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

- a. Association working capital fund contribution as provided by Section 9.13 of the Declaration in the amount of \$225.00.
- b. Community Amenities Membership Fund contribution as provided by Subsection 19.1.1 of the Declaration in the amount of \$3,000.00.
- c. Adjusted annual NIDMA assessment in the amount of \$\_\_\_\_\_, reflecting an annual NIDMA assessment in the amount of \$\_\_\_\_\_, prorated for the period from \_\_\_\_\_ to \_\_\_\_\_.

4. Capital Expenditures. Capital expenditures proposed by the 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 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:

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

7. Current Operating Budget. The current operating budget for the Association, if any, is attached hereto, and the Purchaser acknowledges receipt of the same. If the 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 Association and the status of any pending suits to which the Association is a party:

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9. Insurance. The Association has obtained insurance coverage as required by Section 5312 of the Act, including property insurance as described in Section 13.2 of the Declaration, to the extent that such coverage is required, and liability insurance as described in Section 13.3 of the Declaration.

10. Alterations and Improvements. The Executive Board of the 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 Declaration:

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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, except as disclosed in Section 19 of the Public Offering Statement.

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

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

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

15. Master Association. All members of the Association are also members of The Links At Gettysburg Master Association ("Master Association"), which is the Master Association for The Links At Gettysburg Planned Golf Community ("PGC"). The Master Association is described more completely in the Open Space Declaration and Master Association Declaration included as exhibits to the Public Offering Statement, and in Section 18.2 of the Declaration. In addition, the Association could become a master association itself through exercise of the rights reserved in Subsection 18.2.2 of the Declaration.

16. Time Share Estates. There are presently no Units in the Community that are owned as time share estates, nor is the creation of any such Units contemplated.

17. Merger of Community. The Declarant has reserved the special declarant right to merge or consolidate the Community with one or more other planned communities or condominiums located within the boundaries of the PGC, as more completely described in Section 18.3 of the Declaration.

WITNESS/ATTEST:

THE COURTYARDS HOMEOWNERS  
ASSOCIATION:

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

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

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

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

Attachments:

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



**RULES AND REGULATIONS**  
**OF**  
**THE COURTYARDS AT THE LINKS AT GETTYSBURG,**  
**A PLANNED COMMUNITY**

**GENERAL**

1. The Courtyards Homeowners Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Rules and Regulations"). These Rules and Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Rules and Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Dwelling Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the Manager or any other managing agent when the Manager or a managing agent is acting on behalf of the Association.

3. The term "Declaration" when used herein refers to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated \_\_\_\_\_, 2003. The term "Bylaws" when used herein refers to the Bylaws of The Courtyards Homeowners Association dated \_\_\_\_\_, 2003. The term "Manager" when used herein refers to Clagett Management or any successor managing agent appointed by the Association. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. ("Act").

4. The Unit Owners shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including public areas, streets and courtyards, recreational areas, grounds, parking areas and any other appurtenances.

5. The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board.

**RESTRICTIONS ON USE**

6. No part of the Community shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to

Article VII of the Declaration. Each Unit shall be used as a residence for a single family, its servants and guests.

7. There shall be no obstruction of the Common Elements. Nothing shall be stored or placed on the Common Elements without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.

8. Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the Common Elements without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements that will result in the cancellation of insurance on the Unit or contents thereof or the Common Elements, or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept on any Unit or on the Common Elements, except that small propane tanks for use with outdoor gas grills may be used or stored on the Unit. No waste shall be committed on the Common Elements.

9. All garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of Mount Joy Township and any other governmental entity with jurisdiction over the Property. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash and on the evening prior to that day. No trash or trash containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Trash and recycling (if and when recycling pick-up is provided) containers may not be placed curbside before dusk on the day immediately before the designated pickup day and must be removed by the end of the designated pick up day.

10. Except in the Limited Common Elements appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements or on any porch, patio or deck, except for patio furniture that is maintained in a clean, neat and attractive condition. Gas grills are permitted on rear patios and decks; however, gas grills must be covered after use.

11. Streets and courtyards shall not be used as playgrounds. The use of skateboards and motorized skateboards or scooters on the Limited Common Elements or Common Elements, including the streets and courtyards, is prohibited; however, they may be used on portions of the PGC Trails as designated by the Golf Course Owner. The use of all-terrain vehicles (ATVs), dirt bikes, snowmobiles or similar motorized outdoor recreational vehicles on the Limited Common Elements, Common Elements or in the Preserved Open Space is strictly prohibited. The use of golf carts on the Limited Common Elements, Common Elements, Golf Course or in the Preserved Open Space is permitted, provided such golf carts are of a design and color approved by the Golf Course Owner.

12. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper

articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

13. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

14. Nothing shall be done in any Unit or on the Common Elements that may impair the structural integrity of any other Unit, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

15. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises in his Unit or do or permit anything that will interfere with the rights, comforts or convenience of other Unit Owners. Each Unit Owner shall keep the volume of any radio, television or musical instrument in his Unit sufficiently reduced at all times so as not to disturb other Unit Owners.

16. No "For Sale," "For Rent" or "For Lease" signs, window displays or advertising shall be maintained or permitted on any part of the Community or on any Unit, without the prior written consent of the Executive Board. The right is reserved by the Declarant, the Builder and the Executive Board or the Manager to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee. Signs that are permitted pursuant to this paragraph shall be placed only in the mulched areas in front of each Unit, and in no event shall any sign be larger than twenty (20) inches by thirty (30) inches.

17. White or off-white backed draperies or curtains or white or off-white blinds acceptable to the Executive Board must be installed by each Unit Owner on all windows of his or her Unit that customarily would be treated with curtains or blinds, and must be maintained thereon at all times.

18. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, siding or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs or any other items. Notwithstanding the foregoing, each Unit Owner may fly one (1) American flag from a pole attached to the exterior wall of his Dwelling. No in-ground flag poles are permitted. Awnings, canopies or shutters may be placed on the exterior of a Unit, subject to the approval of the Executive Board pursuant to Subsection 4.1.2 of the Declaration, and further subject to Section 7.2 of the Declaration. Antennas, satellite dishes or other telecommunication equipment are permitted in accordance with Subsection 7.1.9 of the Declaration. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements, including Limited Common Elements, except in such areas as may be specifically

designated for such use by the Executive Board. Porches, patios and decks shall not be used unreasonably as storage areas. No porch, patio or deck shall be altered in any way except with the written permission of the Executive Board, and any alteration shall be done in accordance with the Declaration.

19. Display of Christmas and similar holiday decorations, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15 of the following year. Display of decorations for other holidays, including, but not limited to, Independence Day and Halloween, shall be permitted for a period beginning ten (10) days prior to the date of the holiday and ending five (5) days after the date of the holiday.

20. Additions, alterations and improvements to the exterior of Units, including, but not limited to, the exterior structural appearance or architectural style of a Unit, exterior colors of a Unit, landscaping materials, fences, swimming pools and hot tubs, may be made by Unit Owners only in accordance with the provisions of Section 4.1 and Article VII of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 4.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision. All such requests shall be reviewed initially by the Architectural Review Committee, which shall make a written recommendation to the Executive Board to approve, disapprove or condition approval of the request. The Executive Board shall take into consideration the recommendation of the Architectural Review Committee, but shall not be bound by it.

#### PET RULES

21. No animals, except orderly dogs, cats and birds, shall be kept in any Unit, without first obtaining the prior written consent of the Executive Board, subject to compliance with the Declaration, Bylaws and these Regulations. In any event, no more than three (3) dogs or cats shall be kept in any Unit. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog in his or her Unit.

22. A pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, or running loose on the Property. If the Executive Board determines in its sole judgment that a particular pet constitutes a nuisance to the Community, it shall have the right to request the Unit Owner, after Notice and Hearing, to dispose of the pet.

23. All pets must be licensed and inoculated as required by law.

24. Pet owners are fully responsible for personal injuries or property damage caused by their pets.

25. Pets shall not be walked upon the Common Elements, except for such areas as the Executive Board shall designate from time to time for that purpose. No Unit Owner shall be entitled to keep any pet on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, animal enclosures, animal stakes or animal runs or use any Limited Common Elements or Common Elements, for the purpose of securing a space either temporary or permanent for any pet. Pets must be accompanied by an individual and maintained on a leash at all times. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited Common Elements or Common Elements. Each Unit Owners shall be responsible for cleaning up, removing and discarding in the proper receptacles all animal excrement produced by his pet immediately when walking the pet.

#### STORAGE

26. All personal property placed in any portion of the Property shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

#### PARKING

27. Unless otherwise authorized by the Association, designated parking areas and driveways may not be used for any purpose other than parking automobiles. No buses, trucks (except small pick-up trucks), trailers, boats, jet skis, recreational, commercial or oversized vehicles shall be parked anywhere within the Community other than wholly within a Unit Owner's garage. Notwithstanding the foregoing sentence, recreational vehicles (RVs) may be parked within the Community for periods of up to three days. The Association shall have the discretion to determine what constitutes a commercial vehicle and shall notify Unit Owners of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates and registrations and must be in operating condition. No vehicles shall be parked on the Community with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.

28. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

29. Vehicle parking is permitted only in designated parking areas and driveways, and parking so as to block streets, courtyards, driveways or trash receptacles is not permitted. Notwithstanding the foregoing sentence, temporary parking on the interior streets and courtyards by Community residents, their guests, servants, hired tradesmen and other invitees is permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owner for

any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any costs or liability that may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

#### ENTRY ONTO UNITS

30. The Executive Board or the Manager, and any contractor or workman authorized by the Executive Board or the Manager, may enter upon the exterior portion of a Unit after reasonable notice and at any reasonable hour of the day (except in case of emergency, in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the control or extermination of any such vermin, insects or other pests. The Association shall have the right to enter upon the exterior portion of a Unit without prior notice to the Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjacent Unit or the Common Elements or Limited Common Elements. The Association or the Manager shall further have the right to enter upon the exterior portion of a Unit at reasonable times and in a reasonable manner, without notice to the Unit Owner, for the purpose of lawn mowing, landscaping, mulching, leaf removal or snow removal on the Unit and on adjacent Common Elements and Limited Common Elements, or for any other purpose necessary for the Association to carry out its powers and responsibilities.

31. Employees and agents of the Association, including the Manager, are not authorized to accept packages, keys, money (except for payments of Common Expense assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

#### ASSOCIATION

32. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the Association's principal office or other designated address, by mail or hand delivery. Payment may be made by check or money order, payable to the Association. Payment may also be made by direct debit from the account of the Unit Owner, to the bank account and routing numbers designated by the Association from time to time. Cash will not be accepted.

33. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Manager or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Manager or the Association.

#### CONSIDERATION IN USE OF UNITS

34. All persons shall be properly attired when appearing in any of the public areas of the Community.

35. All radio, television or other telecommunication equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.

36. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any Unit or the wastewater disposal and treatment facilities, and against pouring grease or oil into drains. Detergents and soaps shall be used only pursuant to manufacturer's directions.

37. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

#### SWIMMING POOL, TENNIS COURTS, TRAIL SYSTEM, RECREATION AREA AND GOLF COURSE

38. The Community adjoins The Links At Gettysburg, an 18-hole golf course located on the PGC Property. Use of the golf course is available on a membership or daily fee basis. Unit Owners shall abide by the separate rules and regulations governing the use of the golf course as promulgated by the Golf Course Owner from time to time.

39. A swimming pool, pool house with restrooms and two (2) tennis courts ("Community Amenities") are expected to be constructed on the neighboring PGC Property, use of which will be available to Unit Owners. Unit Owners shall abide by the separate rules and regulations governing the use of the Community Amenities as promulgated by The Links At Gettysburg Master Association from time to time.

40. A system of walking trails ("PGC Trails") will be constructed primarily on the neighboring PGC Property. In addition, a one-acre "Open Space Recreation Area" ("OSRA"), which is expected to contain picnic facilities, playground equipment and a basketball court, will be constructed on the PGC Property. Use of the PGC Trails and the OSRA will be available to all Unit Owners, at their own risk.

## OTHER

41. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, without the prior written approval of the Executive Board.

42. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.

43. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

44. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations, at all times.

45. Unit Owners and the Association shall have the right to use meeting rooms in the Golf Course clubhouse during normal weekday business hours at no charge. Unit Owners and the Association shall have the right to use such meeting rooms after 6:00 P.M. for a reasonable fee and subject to prior bookings. In the event that a meeting facility for the exclusive use of the Unit Owners and Association should be built, that facility shall be substituted for the meeting rooms in the Golf Course clubhouse.



# The Courtyards Homeowners Association

## Projected Operating Budget - 2006 (50 Units)

	Total	Annual/Unit	Month/Unit
<b>INCOME</b>			
Assessments	\$76,326.00	\$1,526.52	\$127.21
Miscellaneous			
<b>TOTAL INCOME</b>	<b>\$76,326.00</b>	<b>\$1,526.52</b>	<b>\$127.21</b>
<b>EXPENSES</b>			
<b>Administrative</b>			
Management	\$4,800.00	\$96.00	\$8.00
Accounting	\$1,000.00	\$20.00	\$1.67
Legal	\$500.00	\$10.00	\$0.83
Income Tax	\$50.00	\$1.00	\$0.08
Insurance	\$1,166.00	\$23.32	\$1.94
Directors & Officers Insurance	\$600.00	\$12.00	\$1.00
Miscellaneous	\$200.00	\$4.00	\$0.33
<b>Total Administrative</b>	<b>\$8,316.00</b>	<b>\$166.32</b>	<b>\$13.86</b>
<b>Maintenance</b>			
Lawn Maintenance	\$34,590.00	\$691.80	\$57.65
Repair and Replacement	\$1,600.00	\$32.00	\$2.67
Snow Removal	\$14,000.00	\$280.00	\$23.33
Trash Removal	\$10,200.00	\$204.00	\$17.00
Miscellaneous	\$1,000.00	\$20.00	\$1.67
<b>Utilities</b>			
Common Electric	\$1,400.00	\$28.00	\$2.33
Electric for Sprinklers	\$2,000.00	\$40.00	\$3.33
<b>Total Maintenance &amp; Utilities</b>	<b>\$64,790.00</b>	<b>\$1,295.80</b>	<b>\$107.98</b>
<b>Maintenance Reserve</b>			
Private Court	\$1,300.00	\$26.00	\$2.17
Trash Corral	\$120.00	\$2.40	\$0.20
Landscape	\$600.00	\$12.00	\$1.00
<b>Capital Reserve Fund</b>	<b>\$1,200.00</b>	<b>\$24.00</b>	<b>\$2.00</b>
<b>Total Reserves</b>	<b>\$3,220.00</b>	<b>\$64.40</b>	<b>\$5.37</b>
<b>TOTAL EXPENSES</b>	<b>\$76,326.00</b>	<b>\$1,526.52</b>	<b>\$127.21</b>

# The Courtyards Homeowners Association

## Projected Operating Budget - Full Build-Out (111 Units)

	Total	Annual/Unit	Month/Unit
<b>INCOME</b>			
Assessments	\$169,443.72	\$1,526.52	\$127.21
Miscellaneous			
<b>TOTAL INCOME</b>	\$169,443.72	\$1,526.52	\$127.21
<b>EXPENSES</b>			
<b>Administrative</b>			
Management	\$10,656.00	\$96.00	\$8.00
Accounting	\$2,220.00	\$20.00	\$1.67
Legal	\$1,110.00	\$10.00	\$0.83
Income Tax	\$111.00	\$1.00	\$0.08
Insurance	\$2,588.52	\$23.32	\$1.94
Directors & Officers Insurance	\$1,332.00	\$12.00	\$1.00
Miscellaneous	\$444.00	\$4.00	\$0.33
<b>Total Administrative</b>	\$18,461.52	\$166.32	\$13.86
<b>Maintenance</b>			
Lawn Maintenance	\$76,789.80	\$691.80	\$57.65
Repair and Replacement	\$3,552.00	\$32.00	\$2.67
Snow Removal	\$31,080.00	\$280.00	\$23.33
Trash Removal	\$22,644.00	\$204.00	\$17.00
Miscellaneous	\$2,220.00	\$20.00	\$1.67
<b>Utilities</b>			
Common Electric	\$3,108.00	\$28.00	\$2.33
Electric for Sprinklers	\$4,440.00	\$40.00	\$3.33
<b>Total Maintenance &amp; Utilities</b>	\$143,833.80	\$1,295.80	\$107.98
<b>Maintenance Reserve</b>			
Private Court	\$2,886.00	\$26.00	\$2.17
Trash Corral	\$266.40	\$2.40	\$0.20
Landscape	\$1,332.00	\$12.00	\$1.00
<b>Capital Reserve Fund</b>	\$2,664.00	\$24.00	\$2.00
<b>Total Reserves</b>	\$7,148.40	\$64.40	\$5.37
<b>TOTAL EXPENSES</b>	\$169,443.72	\$1,526.52	\$127.21

**The Links At Gettysburg Master Association**  
**Projected Operating Budget - 2006 (50 Units)**

	<b>Total</b>	<b>Annual/Unit</b>	<b>Month/Unit</b>
<b>INCOME</b>			
Assessments	\$19,156.50	\$383.13	\$31.93
Miscellaneous			
Membership Fees			
<b>TOTAL INCOME</b>	<b>\$19,156.50</b>	<b>\$383.13</b>	<b>\$31.93</b>
<b>EXPENSES</b>			
<b>Administrative</b>			
Management	\$1,200.00	\$24.00	\$2.00
Accounting	\$500.00	\$10.00	\$0.83
Legal	\$100.00	\$2.00	\$0.17
Income Tax	\$0.00	\$0.00	\$0.00
Insurance	\$2,000.00	\$40.00	\$3.33
Miscellaneous	\$500.00	\$10.00	\$0.83
<b>Total Administrative</b>	<b>\$4,300.00</b>	<b>\$86.00</b>	<b>\$7.17</b>
<b>Operation</b>			
Community Amenities			
<b>Maintenance</b>			
Open Space Recreation Area	\$256.00	\$5.12	\$0.43
PGC Trails	\$250.00	\$5.00	\$0.42
Entrance Signs	\$100.00	\$2.00	\$0.17
Community Amenities	\$250.00	\$5.00	\$0.42
Hydrant Maintenance	\$235.00	\$4.70	\$0.39
Landscaping	\$7,700.00	\$154.00	\$12.83
Miscellaneous	\$0.00	\$0.00	\$0.00
<b>Utilities</b>			
Common Electric	\$200.00	\$4.00	\$0.33
<b>Total Maintenance &amp; Utilities</b>	<b>\$8,991.00</b>	<b>\$179.82</b>	<b>\$14.99</b>
<b>Maintenance Reserve</b>			
Open Space Recreation Area	\$400.00	\$8.00	\$0.67
PGC Trails	\$400.00	\$8.00	\$0.67
Entrance Signs	\$15.50	\$0.31	\$0.03
Community Amenities	\$300.00	\$6.00	\$0.50
Streets	\$750.00	\$15.00	\$1.25
<b>Capital Reserves</b>	<b>\$4,000.00</b>	<b>\$80.00</b>	<b>\$6.67</b>
<b>Total Reserve Expense</b>	<b>\$5,865.50</b>	<b>\$117.31</b>	<b>\$9.78</b>
<b>TOTAL EXPENSES</b>	<b>\$19,156.50</b>	<b>\$383.13</b>	<b>\$31.93</b>

**The Links At Gettysburg Master Association**  
**Projected Operating Budget - Full Build-Out (111 Units)**

	<b>Total</b>	<b>Annual/Unit</b>	<b>Month/Unit</b>
<b>INCOME</b>			
Assessments	\$42,530.76	\$383.16	\$31.93
Miscellaneous			
Membership Fees			
<b>TOTAL INCOME</b>	<b>\$42,530.76</b>	<b>\$383.16</b>	<b>\$31.93</b>
<b>EXPENSES</b>			
<b>Administrative</b>			
Management	\$2,664.00	\$24.00	\$2.00
Accounting	\$1,110.00	\$10.00	\$0.83
Legal	\$222.00	\$2.00	\$0.17
Income Tax	\$0.00	\$0.00	\$0.00
Insurance	\$4,440.00	\$40.00	\$3.33
Miscellaneous	\$1,110.00	\$10.00	\$0.83
<b>Total Administrative</b>	<b>\$9,546.00</b>	<b>\$86.00</b>	<b>\$7.17</b>
<b>Operation</b>			
Community Amenities			
<b>Maintenance</b>			
Open Space Recreation Area	\$568.00	\$5.12	\$0.43
PGC Trails	\$555.00	\$5.00	\$0.42
Entrance Signs	\$222.00	\$2.00	\$0.17
Community Amenities	\$555.00	\$5.00	\$0.42
Hydrant Maintenance	\$522.00	\$4.70	\$0.39
Landscaping	\$17,094.00	\$154.00	\$12.83
Miscellaneous	\$0.00	\$0.00	\$0.00
<b>Utilities</b>			
Common Electric	\$444.00	\$4.00	\$0.33
<b>Total Maintenance &amp; Utilities</b>	<b>\$19,960.00</b>	<b>\$179.82</b>	<b>\$14.98</b>
<b>Maintenance Reserve</b>			
Open Space Recreation Area	\$888.00	\$8.00	\$0.67
PGC Trails	\$888.00	\$8.00	\$0.67
Entrance Signs	\$35.00	\$0.32	\$0.03
Community Amenities	\$666.00	\$6.00	\$0.50
Streets	\$1,665.00	\$15.00	\$1.25
<b>Capital Reserves</b>	<b>\$8,880.00</b>	<b>\$80.00</b>	<b>\$6.67</b>
<b>Total Reserve Expense</b>	<b>\$13,022.00</b>	<b>\$117.32</b>	<b>\$9.78</b>
<b>TOTAL EXPENSES</b>	<b>\$42,528.00</b>	<b>\$383.14</b>	<b>\$31.93</b>

Notes:

1. These projected operating budgets were prepared by Clagett Management, Susan Markey.
2. The projected operating budgets assume that ten (10) Units will be completed and sold during the first year.
3. No provision has been made in either projected operating budget for cost inflation.
4. The Golf Course Owner presently provides for the maintenance, repair and replacement of Clubhouse Drive, the cost of which is not reflected in the projected operating budget. However, beginning on the second anniversary of the closing date of the first sale to a Dwelling Unit Purchaser, the cost of maintaining Clubhouse Drive will be shared between the Golf Course Owner and the Master Association.
5. Each Dwelling Unit Purchaser must pay a working capital contribution of \$300.00 at settlement. This contribution will be deposited in a segregated account and will be used to fund the initial expenses of The Courtyards Homeowners Association and the Master Association. It is not a prepayment of common expense assessments, and is not included in the projected operating budget.



DEED

MADE the \_\_\_\_\_ day of \_\_\_\_\_, 200\_,

B E T W E E N

**THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company, record owner; and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company, equitable owner (together "Grantor"),

A N D

\_\_\_\_\_ ("Grantee")

W I T N E S S E T H

That the Grantor, in consideration of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), paid by the Grantee to the Grantor, the receipt whereof is hereby

acknowledged, does hereby grant and convey to the Grantee:

**ALL THAT CERTAIN** Unit, being **Unit No. \_\_\_\_\_** (the "Unit"), of The Courtyards At The Links At Gettysburg, A Planned Community (the "Community"), located in Mount Joy Township, Adams County, Pennsylvania, which Unit is designated in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community (the "Declaration") and Declaration Plats and Plans recorded as an exhibit thereto in the Office of the Adams County Recorder of Deeds in Record Book \_\_\_\_\_, Page \_\_\_\_\_, together with any and all amendments thereto.

**TOGETHER** with the undivided Allocated Interest appurtenant to the Unit as more particularly set forth in the aforesaid Declaration, as last amended.

**TOGETHER** with the right to use the Limited Common Elements appurtenant to the Unit being conveyed herein, pursuant to the Declaration and Declaration Plats and Plans, as last amended.

**UNDER AND SUBJECT** to the Declaration; to any and all other covenants, conditions, restrictions, rights-of-way, easements and agreements of record in the aforesaid Office; and to matters which a physical inspection and survey of the Unit and Common Elements would disclose.

**BEING** part of the same premises which Klein Family Limited Partnership, by deed dated July 17, 1997 and recorded in the Office of the Adams County Recorder of Deeds in Record Book 1410, Page 21, granted and conveyed unto The Links At Gettysburg, L.L.C.

**AND** The Links At Gettysburg, L.L.C. entered into an unrecorded option agreement with The Links at Gettysburg Realty Company, L.L.C., which joins in this deed to release, grant and convey any and all interest in and to the property described herein which it may have pursuant to the said option agreement.

**THE GRANTEE**, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this deed, covenants and agrees to pay such charges for maintenance, repair, replacement and other expenses in connection with the Common Elements, as may be assessed against him, her, them, it, or against the said Unit, from time to time by the Executive Boards of The Courtyards Homeowners Association and/or The Links At Gettysburg Master Association in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. 5101 et seq. (the "Act"), and further covenants and agrees that the Unit conveyed by this deed shall be subject to a lien for all amounts so assessed except insofar as Section 5407(c) of the Act may relieve a subsequent Unit Owner of liability for prior unpaid assessments. This covenant shall run with and bind the Unit hereby conveyed and all subsequent owners thereof.

**THE GRANTEE**, for and on behalf of the Grantee and the Grantee's heirs, personal representatives, successors and assigns, by the acceptance of this deed, further covenants and agrees to pay such annual assessments as may be levied against properties located within a Neighborhood Improvement District created pursuant to the Pennsylvania Neighborhood Improvement District Act, 73 P.S. § 831 et seq. ("Assessment District"), if such Assessment District shall be created.

**AND** the Grantor shall and will SPECIALLY WARRANT the property hereby conveyed.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed as of  
the day and year first written above.

WITNESS:

\_\_\_\_\_

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

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

Name:

Title:

WITNESS:

\_\_\_\_\_

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

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

Name:

Title:

COMMONWEALTH OF PENNSYLVANIA

:  
: SS:  
:

COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, and that as such \_\_\_\_\_, 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 \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:  
: SS:  
:

COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, before me, a Notary Public, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, and that as such \_\_\_\_\_, 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 \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

:  
:  
:

SS:

COUNTY OF ADAMS

RECORDED in the Office of the Recorder of Deeds in and for said County in Record Book

\_\_\_\_\_, Page \_\_\_\_\_.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Recorder of Deeds

I hereby certify that the precise address of the Grantee herein is:

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

\_\_\_\_\_  
Attorney or Agent for Grantee



AGREEMENT OF PURCHASE

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

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

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

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

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

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

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

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

Total Price	\$ _____
-------------	----------

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Fees and Charges Payable to Declarant:

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

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

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

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

PURCHASER(S):

\_\_\_\_\_

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

SELLER:

THE GETTYSBURG COMMUNITY, LLC,  
a Maryland limited liability company

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

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

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

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

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

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

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

**PURCHASER(S):**

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

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

**SELLER:**

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

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

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

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

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

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

**Seller's Right to Cancel:**

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

**PURCHASER(S):**

\_\_\_\_\_

\_\_\_\_\_

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

**SELLER:**

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

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

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

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

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

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

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

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

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

**PURCHASER(S):**

\_\_\_\_\_

\_\_\_\_\_

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

**SELLER:**

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

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

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

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

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

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

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

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

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

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

**ANNUAL INCOME:**

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

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

**ANNUAL EXPENSES/DEBTS:**

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

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

**AVAILABLE FUNDS:**

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

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

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

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

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

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

**PURCHASER(S):**

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

**SELLER:**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

of \_\_\_\_\_





## **HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT**

**THIS AGREEMENT** is by and between The Courtyards Homeowners Association, a Pennsylvania non-profit corporation (the "Association") and Clagett Management (the "Manager").

**WHEREAS**, the Association was created to administer The Courtyards At The Links At Gettysburg, A Planned Community, a planned community located in Mount Joy Township, Adams County, Pennsylvania (the "Property") pursuant to a certain Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community intended to be recorded in the Office of the Adams County Recorder of Deeds (the "Declaration"); and

**WHEREAS**, the Association now desires to engage the Manager to manage the property and operations.

**NOW THEREFORE**, in consideration of these premises, the parties agree as follows:

### **ARTICLE 1. EFFECTIVE DATE**

**1.1 Effective Date.** This management agreement shall be effective on the date of the first sale of a unit within the Property to Wormald or to any other third party purchaser.

### **ARTICLE 2. APPOINTMENT OF EXCLUSIVE MANAGING AGENT**

**2.1 Appointment.** For the term of this agreement the Association hereby appoints the Manager as its exclusive agent for the management of the Property. In furtherance of such appointment, the Manager shall have, and the Association hereby delegates to the Manager, the right to manage the Property at the direction of its Executive Board. The services to be provided by the Manager hereunder shall include, but not be limited to, operating and managing the Property as outlined in the attached document entitled "Management Services", and providing such other services as may be reasonably and customarily provided by management agents to owners of real property similar to the Property.

**2.2 Exclusivity.** Except as otherwise expressly provided herein, the Association shall not engage any other entity to perform the services set forth herein with respect to the Property. The Association hereby acknowledges, however, that the Manager is in the business of managing properties similar to the Property, and agrees that this appointment shall not inhibit the Manager from accepting similar appointments from other associations or owners of other properties.

### **ARTICLE 3. THE MANAGER'S POWERS AND RESPONSIBILITIES**

#### **3.1 Management.**

(a) The Manager shall manage, operate and maintain the Property in an effective manner, to the best of its abilities and in accordance with industry standards.

cooperate fully with the Association's contractors or designees during such examinations and/or audits. The Association agrees that any and all such examinations will be at its sole expense.

**5.5 Accounts Payable.** The Manager shall prepare checks and process accounts payable as directed by the Executive Board. All supporting information will be included with checks.

## **ARTICLE 6. BANK ACCOUNTS**

**6.1 Operating Account.** The Manager shall deposit all collected funds from the operations of the Property, including any and all funds advanced by the Association, in the Association's name, in an account (the "Operating Account") to be maintained by the Manager at a banking institution approved by the Association. From the Operating Account, the Manager shall pay the operating expenses of the Property and shall make any other payments authorized by the Association within the approved budget and/or under this Agreement. The Manager shall not be obligated to make any advance to or for the Property or for the account of the Association or to pay any amount except out of the Operating Account. Capital funds may not be combined with operating funds.

**6.2 Funds In Excess of Budget.** Funds in excess of the budget, if any, shall be invested by the Manager, as directed by the Association, at a financial institution approved by the Association.

**6.3 Signatories.** Up to four (4) persons shall to be permitted to have authorization to sign checks. Two (2) authorized persons shall be from the Manager and two (2) authorized persons shall be from the Association. Checks may be signed by an authorized signatory of the Manager or one signatory from the Association, unless the Association's bylaws provide otherwise.

## **ARTICLE 7. PAYMENT OF EXPENSES**

**7.1 Manager's Reimbursable Costs.** The Association shall pay the Manager's reimbursable expenses directly from the Operating Account, subject to the approved Annual Budget, within seven (7) days of receipt of invoice.

**7.2 Manager's Overhead.** The Association shall not be responsible for the payment of the Manager's general overhead or ordinary administrative expenses.

## **ARTICLE 8. INSUFFICIENT GROSS INCOME**

**8.1 Priorities.** The Manager understands and agrees that associations are required to achieve a balanced budget and will incur no expenditure in excess of the approved budget. If at any time gross income shall not be sufficient to pay current or anticipated obligations, The Manager shall submit to the Executive Board actual current and expected future income and expense statements for determination of action to be taken.

**8.2 Capital Reserves.** Capital reserves may not be used by the Manager for ordinary operating expenses without the Association's written approval.

**8.3 Remedies.** Should the Manager incur any expense in excess of budget not previously approved by the Executive Board and/or not required under Article 3.2 of this Agreement, the Association shall have the right, at its sole discretion, to terminate this Agreement.

## **ARTICLE 9. COOPERATION**

**9.1 Cooperation.** Should any claims, demands, suits, or other legal proceedings be alleged, threatened, asserted, made or instituted by any person or entity against the Association which may arise out of any of the matters pertaining to this Agreement, The Manager shall give the Association all reasonable information and assistance in the defense or other disposition thereof.

## **ARTICLE 10. COMPENSATION**

**10.1 Manager's Compensation for Management Services.** As compensation for its services, in managing the Property, the Manager shall receive compensation as specified in Attachment #2 (Management Fees) hereto.

**10.2 Payment of Management Fee(s).** All Management Fees due the Manager under the terms of this Agreement shall be paid by the Association to the Manager on a monthly basis. All fees due can be combined with the Manager's reimbursable costs as outlined in Article 7.

## **ARTICLE 11. TERM OF AGREEMENT & TERMINATION**

**11.1 Term.** This Agreement shall commence on the effective date (Article 1) and shall continue for one (1) year.

**11.2 Termination.** Either party may terminate this Agreement at any time for cause. For purposes of this Agreement, cause shall be defined as the breach or substandard performance by either party of any of their duties as enumerated in this Agreement. A condition of Insufficient Gross Income under Article 8 hereof is hereby deemed to be sufficient cause for termination by the Manager. On the occurrence of an event or the existence of a condition giving rise to the right to terminate under this paragraph, the terminating party shall promptly give written notice to the other party of such event or condition. The breaching party shall then have thirty (30) calendar days from the date of the notice to cure the event or condition. If at the end of the thirty (30) days such cure has not been affected, the terminating party shall serve thirty days written notice of termination on the other party which shall terminate this Agreement on the effective date of such notice. Notwithstanding the foregoing, this Agreement may be terminated at any time without penalty upon not less than 90 day's notice by an Executive Board of the Association elected by the unit owners in accordance with the Declaration.

### **11.3 Manager's Rights and Obligations Upon Termination.**

(a) Within thirty (30) business days of the effective date of termination, the Manager shall turn over to the Association: (1) all books and records relating to the Property

(copies of which may be made and retained by the Manager at the Manager's expense), (2) all funds of Association then remaining in the Operating Account or otherwise in the Manager's possession, less any deductions or reserves properly made by the Manager under this Section, (3) such authorizations and letters of direction addressed to tenants, occupants, suppliers, employees, banks and other parties as the Association may reasonably require.

(b) The Manager may, prior to transferring the Operating Account to the Association on termination, deduct from said account any amounts then known to be due and owing from the Association to the Manager, including but not limited to Management Fees, and shall simultaneously provide the Association with an accounting of any monies deducted from the account together with appropriate documentation.

(c) The Manager shall cooperate with the Association in the transfer of management responsibilities to the Association or its designee.

(d) The Manager shall prepare a final statement of all fees, expenses and all other funds due the Association and/or the Manager hereunder within thirty (30) days after the effective date of termination; The Manager shall immediately remit to the Association any amounts due, and the Association shall immediately pay over to the Manager any outstanding Management Fees or other amounts due.

(e) The Association may at its sole expense cause an audit of the Association records to be conducted. Such audit shall be initiated within sixty (60) days of termination and concluded as soon as reasonably practicable.

## **ARTICLE 12. LIMITATION OF LIABILITY**

**12.1 Limitation of Liability of The Manager.** In the exercise of its powers and authority hereunder, the Manager, its officers, shareholders, and employees will not be liable for any mistake in judgment or for any other act or things done, suffered or omitted in good faith, except that the Manager shall be liable for bad faith, misfeasance or negligence in the performance of its duties and obligations hereunder and for disregard of such duties and obligations.

**12.2 Limitation of Liability of the Association.** The Association's officers, members, employees, and agents shall not be personally liable under this Agreement, and the Manager shall look solely to the Association for payment of any claims it may have hereunder.

## **ARTICLE 13. NOTICES.**

**13.1 Notices.** All notices required to be given by either party to the other hereunder shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested and postage prepaid, to the addresses as set forth below:

If to the Manager:

Clagett Management  
20 West Third Street  
Frederick, Maryland 21701

If to the Association:

The Courtyards Homeowners Association  
c/o The Links At Gettysburg, L.L.C.  
601 Mason Dixon Road  
Gettysburg, PA 17325

Either party may at any time change its address by sending written notice to the other party in the manner hereinabove prescribed. Notices shall be deemed effective on the third business day following the day on which the notice was placed in a United States postal depository in accordance with the provisions of this paragraph.

#### **ARTICLE 14. MISCELLANEOUS**

**14.1 Entire Agreement.** This Agreement and attachments entitled "Management Services" and "Management Fees" contain the entire Agreement between the parties hereto, and any agreement hereafter made shall be ineffective to modify or to terminate this Agreement or to constitute a waiver of any of the provisions hereof unless such Agreement is in writing and signed by the party against whom enforcement of the modification, termination or waiver is sought.

**14.2 Headings.** The captions to the paragraphs in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of the Agreement.

**14.3 Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

**14.4 Severability.** This Agreement is intended to be performed in accordance with and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provisions of this Agreement, or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permissible by law.

**14.5 Other.** The Manager agrees to manage the Property in accordance with the requirements of the Declaration, the Association's Articles of Incorporation and Bylaws. Those documents are currently in the Manager's possession.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Witness/Attest:

\_\_\_\_\_

The Courtyards Homeowners Association:

\_\_\_\_\_

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

Witness/Attest:

\_\_\_\_\_

Clagett Management:

\_\_\_\_\_

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

**Attachment #1**  
**Extract from Bylaws of Association**  
**Supplement to Section 3.1 of Management Agreement**

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

\*\*\*

(c) Collect assessments for Common Expenses from Unit Owners;

\*\*\*

(e) Hire and discharge employees and agents other than managing agents and independent contractors;

\*\*\*

(g) Make contracts and incur liabilities;

(h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements; ...

\*\*\*

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Planned Community a "Managing Agent" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the 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) and (h).

**Attachment #2  
Management Fees**

**FEES FOR MANAGEMENT:** \$10.00 per unit per month for one year with option to renew.

**USAGE COSTS:**

As the frequency of occurrence of the following items is variable, it is more equitable to both parties to establish per occurrence cost to be billed as costs are incurred.

These prices will be honored for the initial term of this agreement.

A. *	Meetings	
	1. Attendance at Board of Directors Meetings Committee Meetings, Special Meetings & Annual Meetings (price includes the Manager to attend up to 5 meetings.)	INCLUDED
	2. Attendance beyond the scope of the agreement	\$30.00 PER HOUR
B.	Minutes transcribed	INCLUDED
C. **	Copies	\$0.07 single \$0.10 duplex
D. **	Mailings: staple, stuff, label, envelope	\$0.10 + stamp price
E.	Collections	
	1. Prepare and send certified letter	\$15.00 + cost of certified postage
	2. File legal collection documents	\$25.00 + filing fee
F.	Newsletter preparation	INCLUDED
G.	Late Billing Notices	\$0.25 + stamp price

**Notes:**

\* The limit on number of meetings attended and length of meetings set forth is intended to protect the Manager from unreasonable demands on his/her time. The Manager, at his/her sole discretion, will waive these provisions when such time is required to ensure efficient operation of the Association.

\*\* The copying and postage charges above are intended to reimburse Clagett Management for the cost of processing bulk projects. Correspondence to the Executive Board, individual unit owners, contractors and/or other occasional letters are a cost of doing business and will be absorbed by Clagett Management.



**Attachment #3  
Management Services**

**Financial Management**

**Financial Management**

- Collect assessments
- Maintain and reconcile accounts monthly
- Authorize and distribute checks
- Provide requested reports
- Prepare and track budget performance
- Provide year-end report of financial status
- Prepare and update reserve analysis annually

**Collect Assessments**

- Prepare and distribute invoices and/or coupons as required
- Post receipts
- Send late notices
- Perform other collection procedures as prescribed by the Executive Board
- Act as liaison with attorney as necessary to protect Association interest
- Provide monthly accounting and receipts
- Provide monthly listing of delinquent accounts and actions in progress to collect them

**Maintain and Reconcile Accounts Monthly**

- Maintain records of debits and credits to checking accounts
- Maintain records of deposits, withdrawals, and interest credited to investment and/or savings accounts
- Reconcile records with monthly statements
- Advise Executive Board regarding distribution of funds for maximum protection

**Authorize and Distribute Checks**

- Confirm invoice amounts and delivery of product or service from vendor
- Confirm availability of funds
- Prepare check for authorization and release by Executive Board
- Note any discrepancy or special circumstance concerning a check

**Provide Requested Reports**

- Provide monthly status report to Executive Board prior to regular meeting
- Adjust report format to the needs of the individual association
- Prepare financial reports to include: Income / Expense, Budget Comparison (year to date), Check Register, Delinquency Report including status of accounts, Account Aging, others as required

## **Prepare and Track Budget Performance**

- Prepare annual budget for Executive Board approval
- Track actual expenditures
- Compare actual to projected expenditures
- Suggest budget modification as needed

## **Administration**

### **Records Maintenance**

- Maintain association permanent files
- Maintain current owner listing
- Maintain operational records
- Maintain inventory of association equipment
- Store all drawings, blueprints, and construction-related information
- Maintain legal documents, rules, enforcement and collections procedures and proceedings
- Store items of historical interest

### **Executive Board Operations**

- Write minutes and other meeting information
- Present monthly management reports to board
  - Financial
  - Inspection reports
  - Action items
  - Project updates
  - Correspondence
  - Information items
- Create operations calendars
- Update and revise operational procedures regularly
- Attend meetings of the Executive Board
- Maintain reference material library for use by Executive Board
- Publish and distribute information as necessary
- Coordinate annual meeting and prepare necessary documents

### **Owner / Resident Services**

- Provide twenty four hour coverage for emergencies
- Assist individual homeowner members with problems
- Provide resale information as needed
- Have available copies of Declaration, Bylaws, Articles of Incorporation and Association Rules and Regulations.

## **Training**

- Provide long-range planning sessions
- Provide special topic sessions as needed

## **Staff Supervision**

- Provide all supervision and management of staff
- Provide all necessary administration for staff

## **Contract Management**

### **Prepare Specifications**

- Review existing specifications
- Modify and/or update as necessary
- Prepare new specifications as needed
- Submit to Executive Board for approval

### **Identify Qualified Contractors**

- Obtain referrals and references
- Determine ability and willingness of contractor to complete contract
- Interview prospective contractors

### **Prepare and Distribute Request for Proposals**

- Assemble Request for Proposal (RFP) package to include:
  - Specifications
  - Due date
  - Contact person for additional information
  - Date of information meeting if applicable
  - Statement of rights reserved to Association
- Distribute package to qualified contractors
- Confirm contractors intent to submit proposal

### **Coordinate Contractor Presentations**

- Schedule meetings with the contractors as requested
- Coordinate times with contractors
- Prepare information package for Executive Board
- Facilitate meetings

### **Notify All Bidders of Decision**

- Prepare and distribute Executive Board decision letter to contractors

### **Oversee Execution of Contracts**

- Coordinate work schedule with contractor
- Inspect work progress regularly for contract compliance
- Negotiate any necessary changes for Executive Board approval
- Make progress reports to Executive Board
- When work is completed, notify appropriate parties for final inspections

### **Maintenance**

#### **Prepare and Implement Preventive Maintenance Schedule**

- Identify and list maintenance responsibilities of Association
- Prepare schedule of maintenance requirements
- Estimate cost of maintenance for budgeting purposes
- Include sufficient funds in budget for required maintenance
- Ensure scheduling and completion of all approved maintenance

#### **Status Reports**

- Report to Executive Board the results of any inspections

#### **Oversee Maintenance Contractors**

- All regular contractor work (e.g., lawn mowing) will be checked
- Special project contracts will be checked during work and at completion of contract
- Attention will be directed to adherence to contract specifications, quality of materials and workmanship.

**Note:** The preceding itemization of services is not to be construed as absolute. It is presented as an overview of services Clagett Management is capable of providing. The Executive Board may utilize these services as it desires.

**DECLARATION OF DEED COVENANTS FOR  
THE LINKS AT GETTYSBURG PGC PRESERVED OPEN SPACE**

This Declaration (the "Declaration") is made and entered into as of July \_\_\_, 2003, effective as of July 25, 2003 (the "Effective Date") by and between **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company, record owner; and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company, equitable owner (together "Declarant"), and **THE TOWNSHIP OF MOUNT JOY**, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania (the "Township").

**B A C K G R O U N D**

A. Declarant is the owner of certain parcels of real estate situate within Mount Joy Township, Adams County, Pennsylvania, being more particularly described by metes and bounds on Exhibit A attached hereto (the "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 (the "Golf Course" or the "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 (the "Conditional Use Approval") for the use and development of the PGC Property as a planned golf community ("PGC") 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. Section 110.28(38.1)(c)[1](e) of the PGC Ordinance requires that a deed covenant be recorded against all preserved open space within a PGC.

E. The Preserved Open Space constitutes and comprises the preserved open space for the PGC Property.

F. The Declarant wishes to impose deed covenants upon the Preserved Open Space and to grant the following rights and powers to the Township with respect thereto.

NOW, THEREFORE, with intent to be legally bound, the parties hereto agree and covenant as follows:

1. Covenants. Declarant hereby subjects the Preserved Open Space to the terms and covenants set forth in this Declaration.

2. Maintenance.

(a) Declarant covenants and agrees that the Preserved Open Space shall be preserved and maintained as:

(i) a golf course and uses compatible therewith  
(collectively, "Golf Course Uses"), and/or

(ii) other active and passive recreation area(s), including  
without limitation, viewing areas, view sheds, woods, forests,  
wetlands, open fields and nature preservation areas.

(b) If the Golf Course and/or active recreation area(s) cease, for any reason, to be operated and/or used for such uses, such areas shall be used and operated as passive recreation areas and as no other use (with the exception of crop farming) unless and until:

(i) such other use of such area(s) is approved by the  
Township; and

(ii) if required by the Township, any such areas that are approved by the Township for such other use is replaced with other active or passive recreation areas in an acreage equal to the acreage of the areas for which the Township approved such other use.

Notwithstanding the foregoing, if any golf course and/or other active recreation area has ceased to be used and/or operated for such use, the owner(s) of such area(s) may, without obtaining approval from the Township, resume use of such area as that use had existed on the date on which such area ceased to be used and/or operated for such use.

3. Subdivision and Nonrecreational Development. The subdivision and non-recreational development of the Preserved Open Space shall be prohibited; provided, however, that the Declarant may substitute portions of the Preserved Open Space (the "Replaced Lands") with other lands (the "Substituting Lands") provided that:

(a) the acreage of the Substituting Lands is equal to or greater than the acreage of the Replaced Lands; and

(b) a deed covenant prohibiting the subdivision and non-recreational development of such Substituting Lands is recorded.

4. No Responsibility of Township. The Declarant, and each and every legal or equitable owner, tenant, or any other person or entity whomsoever, expressly acknowledges and agrees that the Township shall have no responsibility, obligation or duty to maintain the Preserved Open Space or any other portion of the PGC Property that has not been dedicated to and accepted by the Township.

5. Homeowner Associations. Declarant or subsequent owners of designated areas within the PGC Property intend to develop portions thereof for residential and/or permitted commercial uses (each such area, a "Community") and to form one or more homeowners or property owners associations (each such homeowner a "Unit Owner" and each such association a "Property Owners Association").

6. Master Association. Declarant shall create a master association for the PGC Property (the "Master Association") in accordance with Section 110.28(38.1)(c)[1](k) of the PGC Ordinance, Section 5222 of the Pennsylvania Uniform Planned Community Act (the "Act") and Section 3222 of the Pennsylvania Uniform Condominium Act (the "Condominium Act"). The Master Association shall be responsible for (a) the maintenance of the Open Space Recreation Area (as hereinafter defined), (b) the maintenance, repair and replacement of the OSRA Improvements (as hereinafter defined), (c) the cost of maintaining the portion of the PGC Trails (as hereinafter defined) located in the Preserved Open Space, (d) the maintenance of the portion of the PGC Trails located in the Communities, (e) the cost of maintaining any entrance signs used jointly by the Golf Course, a hotel and conference center constructed on the PGC Property, if any (the "Hotel/Conference Center"), and any planned community or condominium located on the PGC Property, together with any landscaping appurtenant thereto, and (f) the establishment of reserves for the future maintenance, repair and replacement of the aforementioned facilities. The Master Association shall further have the power to assess the cost of performing the aforementioned duties and responsibilities against the members of the Master Association, and such other powers as are enumerated in the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"). The Master Association may also have other powers, if such powers are delegated to the Master



Association by one or more Property Owners Associations pursuant to Section 5302(a)(18) of the Act.

7. PGC Trails.

(a) A system of walking paths (the "PGC Trails") shall be installed and maintained within the PGC Property. Declarant shall have the right to relocate the PGC Trails to the extent they are located within the Preserved Open Space if and to the extent necessary to facilitate the harmonious and safe usage of the PGC Trails and the Golf Course, so long as such relocation does not materially adversely diminish the overall length of the PGC Trails and access thereto for the owners and occupants of a Community.

(b) Declarant hereby grants each owner and occupant of a Community, and the guests and invitees of the Hotel/Conference Center, the right to utilize the PGC Trails for pedestrian walking purposes, subject to:

(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the PGC Trails are situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the PGC Trails are located within such Community.

(iii) Each Property Owners Association, at its expense, maintaining the PGC Trails within its Community in a good, safe and attractive condition.

(iv) The Declarant maintaining the PGC Trails that are located within the Preserved Open Space in a good, safe and attractive condition, at the expense of the Master Association, subject to the duty and obligation of the owner of the Hotel/Conference Center to reimburse the Master Association for its proportionate share of the cost thereof.

8. Open Space Recreation Area.

(a) An Open Space Recreation Area (the "OSRA") shall be constructed and maintained within the PGC Property. Construction of the OSRA shall begin no later than the completion of the eightieth (80th) Unit in The Courtyards At The Links At Gettysburg, A Planned Community, and shall be completed no later than ten (10) months thereafter. The Declarant shall initially install certain children's recreational equipment, such as swings, seesaws or similar equipment, benches, and other recreational equipment and facilities (the "OSRA Improvements") within the OSRA. Notwithstanding the foregoing, the Declarant shall have the right to relocate the OSRA, subject to obtaining the prior consent of the Township and the Property Owners Association for any Community into which Community the Declarant wishes to place the OSRA.

(b) Declarant hereby grants each owner and occupant of a Community the right to utilize the OSRA for normal and appropriate recreational purposes, subject to:

(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the OSRA is situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the OSRA is located within such Community.

(iii) The Master Association, at its expense, shall have the responsibility for the maintenance of the OSRA, and the repair, maintenance and replacement of the OSRA Improvements, in a good, safe and attractive condition,.

9. Insurance.

(a) The Master Association shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within the Preserved Open Space arising out of any negligent act or omission of the Master Association, Declarant, their agents, employees or contractors, or out of a breach by Declarant of any obligation imposed upon Declarant by the terms of this Declaration.

(b) The cost of the insurance maintained by the Master Association pursuant to Subsection (a) immediately above shall be assessed against the members of the Master Association in accordance with the Master Association Declaration.

(c) Each Property Owners Association, at its expense, shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within its Community, arising out of any negligent act or omission of such Property Owners Association, its members, agents, employees or contractors, or out of a breach by such Property Owners Association of any obligation imposed upon such Property Owners Association by the terms of this Declaration.

10. Disclaimer.

(a) Nothing contained in this Declaration shall create any rights in and to the Preserved Open Space, the PGC Trails or the OSRA, in any Property Owners Associations, any Unit Owners, any owners of other portions of a Community, or any other party whatsoever, except as expressly otherwise provided in Sections 7 and 8 above.

(b) Without limiting the generality of the foregoing, the Declarant makes no representations regarding the future use or uses of the Golf Course by Declarant or any successor owner. Neither the Master Association, nor any Property Owners Association, nor any Unit Owner, nor any owner of any other portion of a Community, nor any other person, gains any property right, ownership interest or other right, title or interest in the Golf Course, nor any right to use or obtain membership in the Golf Course by virtue of ownership of a residential unit or any other portion of the PGC Property, or otherwise as an incidence or appurtenance to being a member of the Master Association or a

Property Owners Association or being a Unit Owner or the owner of any other property interest within the PGC Property .

11. Additional/Withdrawable Preserved Open Space. As of the Effective Date, the Preserved Open Space consists of those tracts or parcels of land described by metes and bounds on Exhibit B attached hereto. If, and only to the extent that, the Township approves a revised subdivision and/or land development plan or otherwise grants appropriate municipal approval to a change in the boundaries of the Preserved Open Space (e.g., the submission of Substituting Land, and the removal of Replaced Land), the references to Preserved Open Space in this Declaration shall thereafter refer to the modified Preserved Open Space. At the request of Declarant or the Township, both parties shall execute and record in the Office of the Recorder of Deeds in and for Adams County an amendment to this Declaration setting forth the revised boundaries for the Preserved Open Space in accordance with Paragraph 14 below.

12. Enforcement by the Township.

(a) The deed covenants set forth in this Declaration shall expressly inure to the benefit of the Township, and the Township shall have the right, but not the duty, to enforce the provisions of this Declaration.

(b) Prior to exercising any enforcement or other rights hereunder, the Township shall provide the Declarant with written notice describing in reasonable detail any alleged failure of the Declarant to fulfill its obligations hereunder (a "Declarant Default"), and shall provide the Declarant with a reasonable period of time within which to cure the Declarant Default before the Township exercises its enforcement rights or performs any work to cure the subject of the alleged Declarant Default.

13. Approval. The Township hereby approves of the contents of this Declaration and acknowledges that it complies with the requirements of the PGC Ordinance and the approvals granted by the Township with respect to the PGC Property.

14. Amendment. Except as expressly otherwise provided herein or in the PGC Ordinance, this Declaration may be amended only by a further written document executed by the Declarant and the Township and recorded in the Office of the Recorder of Deeds in and for Adams County. Declarant and Township reserve the right to amend the provisions of this Declaration, without the consent or approval of any other persons or parties whatsoever, including but not limited to any Property Owners Association, any Unit Owner, any owner of other portions of the PGC Property or the Master Association.

15. Successor and Assigns.

(a) The terms and covenants set forth in this Declaration shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, as well as all subsequent property owners within the PGC Property and their respective heirs, personal representatives, successors and assigns. Subject to modification as specifically permitted herein, this Declaration shall run with every portion of the land constituting the PGC Property.

(b) The term "Declarant" when used in this Declaration shall mean the owner from time to time of the Preserved Open Space. The Declarant shall be released from all obligations and liabilities accruing under this Declaration subsequent to the date that Declarant conveys title to the Preserved Open Space to a third party. Such third party shall immediately

and automatically become the Declarant under this Declaration subject to all of the rights and obligations imposed upon the Declarant by this Declaration.

(c) The deed covenants set forth in this Declaration shall be specifically set forth or incorporated by reference hereto in all deeds to and leases of all or any part of the Preserved Open Space executed by the Declarant as identified in Subsection (b) immediately above.

IN WITNESS WHEREOF, the undersigned have executed this Declaration by its duly authorized representatives with intent to be legally bound.

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

ATTEST:

TOWNSHIP OF MOUNT JOY  
ADAMS COUNTY, PENNSYLVANIA  
By Its Board of Supervisors

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF ADAMS

:

On this, the 25<sup>th</sup> 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: (1) the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("Links"); and (2) the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Realty"), and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of President of the Links and as Managing Member of Realty respectively for the purposes therein contained.

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

---

Notary Public

(SEAL)

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA

:

: SS:

:

COUNTY OF ADAMS

On this, the \_\_\_\_\_ day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of the Board of Supervisors of THE TOWNSHIP OF MOUNT JOY, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, and that \_\_\_\_\_ as such officer being authorized to do so, executed the foregoing instrument as such officer for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires:

After recording, please return to:



## 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 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 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 minute 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.

