


Recorder's Note:

Draft attached to this original document
is not recorded, but is on file in the
Miscellaneous Drawer in the Recorder
of Deeds Office.
Karen Heflin
Recorder of Deeds


Image ID: 000003848751 Type: GEN
Recorded: 05/09/2018 at 12:05:02 PM
Fee Amt: \$170.50 Page 1 of 79
Instr# 201800004995
Adams County, PA
Karen Heflin Register and Recorder
BK **6376** PG **467**

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

**CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG, A PLANNED
COMMUNITY**

Cumberland Township, Adams County, Pennsylvania

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

Prepared by, and after recording,
return to:
Rhonda M. Weaver, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
Harrisburg, PA 17101
email: rweaver@mcneeslaw.com

Date: May 8, 2018

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

Table of Contents

ARTICLE I1
SUBMISSION; DEFINED TERMS1
1.1. Declarant; Property; County; Name.....1
1.2. Declarant's Undertakings; Common Elements; Infrastructure; Other Common
Improvements1
1.3. Builder's Undertakings; Consent of Builder2
1.4. Link's Undertakings3
1.5. Easements and Licenses3
1.6. Defined Terms.....5
1.7. Provisions of the Act12

ARTICLE II12
ALLOCATED INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES;
UNIT IDENTIFICATION AND BOUNDARIES; RELOCATION OF BOUNDARIES;
SUBDIVIDING UNITS.....12
2.1. Allocated Interests, Votes and Common Expense Liabilities12
2.2. Unit Boundaries.....12
2.3. Relocation of Boundaries Between Units13
2.4. Subdividing or Converting Units Owned by Declarant13
2.5. Costs of Relocating Unit Boundaries13

ARTICLE III13
LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON
ELEMENTS13
3.1. Limited Common Elements14
3.2. Common Elements Not Previously Allocated14

ARTICLE IV.....14
COMMON FACILITIES14
4.1. Reservation14
4.2. Parking15
4.3. Conveyance to the Association15
4.4. Common Expense16
4.5. Rules and Regulations17

ARTICLE V.....17
CONTROLLED FACILITIES17
5.1. Designation of Controlled Facilities17
5.2. Rules and Regulations18



5.3. Easements, Leases, Licenses and Concessions18

ARTICLE VI.....18

 ADDITIONS, ALTERATIONS AND IMPROVEMENTS18

 6.1. Additions, Alterations and Improvements by Unit Owners.....18

 6.2. Additions, Alterations and Improvements by the Executive Board.....20

 6.3. Laws and Ordinances20

ARTICLE VII.....20

 MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES.....20

 7.1. Maintenance Responsibilities.....20

 7.2. Common Elements.....20

 7.3. Units and Limited Common Elements20

 7.4. Failure to Maintain Units and Common Elements21

 7.5. Chart of Maintenance Responsibilities21

 7.6. Access21

 7.7. Maintenance of Stormwater Management Facilities.....21

ARTICLE VIII.....23

 EASEMENTS.....23

 8.1. Additional Easements23

 8.1.1. Declarant's Use for Sales Purposes23

 8.1.2. Utility Easements.....23

 8.1.3. Declarant's Easement to Correct Drainage.....24

 8.1.4. Declarant's Reservation of Right to Grant Easements.....24

 8.1.5. Declarant's Easement to Facilitate Completion, Conversion and Expansion
 24

 8.1.6. Temporary Easement for Construction24

 8.1.7. Association's Easement to Inspect and Maintain Units and Limited Common
 Elements25

 8.1.8. Easement for Encroachments25

 8.1.9. Unit Owner's Use for Construction Purposes.....26

 8.1.10. Easement of Access and Passage26

 8.1.11. Declaration of Deed Covenants Affecting Preserved Open Space27

 8.1.12. Easement to Benefit Preserved Open Space27

 8.1.14. Emergency Access and Drainage Easement.....27

 8.1.15. Declaration of Access Easements27

ARTICLE X.....28

 USE RESTRICTIONS.....28

 9.1. Use and Occupancy of Units and Common Elements.....28

 9.1.1. Permitted Use.....28

 9.1.2. No Unlawful Purposes28

 9.1.3. Preservation of Exterior of Units28

 9.1.4. Unit Condition29

 9.1.5. Landscaping29

 9.1.6. Materials.....29

 9.1.7. Signs29

 9.1.8. Outbuildings; Temporary Structures29



9.1.9. Satellite Dishes; Antennas30

9.1.10. Fences30

9.1.11. Animals31

9.1.12. Swimming Pools31

9.1.13. Storage Tanks31

9.1.14. Use of Streets31

9.1.15. Use of Common Elements.....31

9.1.16. Limitations on Application of Restrictions31

9.1.17. Laws and Ordinances.....31

9.1.18. Drainage.....32

9.1.19. Subdivision.....32

9.1.20. Rules and Regulations32

9.2. Intentionally Omitted32

9.3. Waiver Requests.....32

9.4. Alterations and Improvements.....33

ARTICLE X.....33

 LEASING33

 10.1. Leases33

 10.2. Exceptions34

ARTICLE XI.....34

 ASSESSMENT AND COLLECTION OF COMMON EXPENSES; OTHER
 ASSESSMENTS; CAPITAL IMPROVEMENT FEE.....34

 11.1. Definition of Common Expenses34

 11.2. Apportionment of Common Expenses; Interest.....35

 11.3. Special Allocations of Expenses as Limited Common Expenses35

 11.4. Lien36

 11.5. Budget Adoption.....37

 11.6. Adoption of Non-Budgeted Common Expense Assessments.....37

 11.7. Certificate of Payment of Common Expense Assessments.....37

 11.8. Frequency of Payment of Common Expenses38

 11.9. Acceleration of Common Expense Assessments38

 11.10. Commencement of Common Expense Assessments.....38

 11.11. Personal Liability of Unit Owners38

 11.12. No Waiver of Liability for Common Expenses38

 11.13. Working Capital Fund.....38

 11.14. Surplus Funds38

 11.15. Association Records39

 11.16. Annual Financial Statements.....39

 11.17. Capital Improvement Fee39

ARTICLE XII.....40

 DECLARANT CONTROL OF THE ASSOCIATION AND SPECIAL DECLARANT
 RIGHTS40

 12.1. Control of the Association40

 12.2. Special Declarant Rights41

ARTICLE XIII.....41



LIMITATION OF LIABILITY 41

13.1. Limited Liability of Members of the Executive Board 41

13.2. Indemnification of Members of the Executive Board and Officers of the Association 41

 13.2.1. Third Party Actions 41

 13.2.2. Derivative Actions 41

 13.2.3. Procedure for Effecting Indemnification 42

 13.2.4. Expenses Advanced 42

 13.2.5. Indemnification of Other Persons 42

ARTICLE XIV 42

 INSURANCE 42

 14.1. Association Insurance 42

 14.2. Property Insurance 43

 14.3. Liability Insurance 43

 14.4. Unit Owner Policies 43

 14.5. Other Provisions 44

 14.6. Fidelity Bonds 44

 14.7. Workers Compensation Insurance 44

 14.8. Indemnification Insurance 45

 14.9. Other Insurance 45

 14.10. Premiums and Deductibles 45

ARTICLE XV 45

 DAMAGE TO OR DESTRUCTION OF PROPERTY 45

 15.1. Unit Owner's Duty to Restore 45

 15.2. Association's Duty to Restore 45

 15.2.1. Cost 45

 15.2.2. Plans 46

 15.2.3. Replacement of Common Elements 46

 15.2.4. Insurance Proceeds 46

 15.2.5. Certificates by the Executive Board 46

 15.2.6. Certificates by Attorneys 46

ARTICLE XVI 46

 AMENDMENTS TO DECLARATION 46

 16.1. Admendment Generally 46

 16.2. Limitation of Challenges 47

 16.3. Recordation of Amendments 47

 16.4. Execution of Amendments 47

 16.5. Special Declarant Rights 47

 16.6. Corrective Amendments 47

ARTICLE XVII 47

 AMENDMENTS TO BYLAWS 47

 17.1. Amendments to Bylaws 47

ARTICLE XVIII 48

 RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING 48



18.1. Right to Notice and Comment48

18.2. Right to Notice and Hearing48

18.3. Appeals48

ARTICLE XIX48

 POWERS OF THE ASSOCIATION48

 19.1. Powers of the Association48

 19.2. Delegation of Powers to Master Association49

 19.2.1. Reservation49

 19.2.2. Initial Responsibilities49

 19.3. Merger or Consolidation50

 19.3.1. Reservation.....50

 19.3.2. Restrictions50

 19.4. Conveyance or Encumbrance of the Common Elements51

 19.5. Judgments Against the Association.....51

ARTICLE XX52

 COMMUNITY AMENITIES; GOLF COURSE; BED AND BREAKFAST;
 HOTEL/MOTEL; HOTEL/CONFERENCE CENTER; NEIGHBORHOOD
 IMPROVEMENT DISTRICT; COMMUNITY WATER AND SEWER SYSTEM52

 20.1. Community Amenities52

 20.1.1. Community Amenities Membership Fund52

 20.1.2. Use by Hotel/Conference Center52

 20.1.3. Use by Golf Course Members, the General Public and the Declarant53

 20.1.4. Annual Assessments53

 20.1.5. PGC Trails and OSRA.....54

 20.2. Golf Course54

 20.3. Bed and Breakfast; Hotel/Motel; Hotel/Conference Center; Time Share Units ..54

 20.5. Public Water and Sewer System54

 20.5.1. Construction, Operation and Maintenance.....55

 20.5.2. Regulation; Service55

ARTICLE XXI55

 CONVERTIBLE REAL ESTATE55

 21.1. Reservation55

 21.2. Assurances56

ARTICLE XXII56

 WITHDRAWABLE REAL ESTATE56

 22.1. Reservation to Withdraw56

 22.2. Easements Regarding Withdrawable Real Estate.....57

ARTICLE XXIII58

 TERMINATION OF THE COMMUNITY58

 24.1. Procedure for Termination.....58

ARTICLE XXV58

 INTERPRETATION58

 25.1. Interpretation.....58



ARTICLE XXVI.....58
 SEVERABILITY58
 26.1. Severability58

ARTICLE XXVII.....59
 EFFECTIVE DATE59
 27.1. Effective Date.....59

List of Exhibits

- EXHIBIT "A" LEGAL DESCRIPTION OF THE PC REAL ESTATE
- EXHIBIT "B" ALLOCATED INTEREST IN COMMON EXPENSES AND VOTES
 APPURTENANT TO UNITS
- EXHIBIT "C" PLATS AND PLANS
- EXHIBIT "D" LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE
- EXHIBIT "E" LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE
- EXHIBIT "F" LEGAL DESCRIPTION OF PGC PROPERTY



Image ID: 000003848757 Type: GEN
Page 7 of 79

BK **6376** PG **473**

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

ARTICLE I

SUBMISSION; DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. RAK-BLK Limited Partnership, a Pennsylvania limited partnership ("Fee Owner") is the owner in fee simple of the real estate described in Exhibit "A" attached hereto ("PC Real Estate"), located in Cumberland Township, Adams County, Pennsylvania. The Links At Gettysburg Land Company, Inc., a Pennsylvania corporation (together with its successors and assigns, "Declarant") is the owner of an equitable interest in the PC Real Estate. Declarant and Fee Owner hereby submit their respective interests in the PC 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., as amended ("Act"), and hereby create with respect to the Property a flexible planned community to be known as "Cumberland Crossing At The Links At Gettysburg, A Planned Community" ("Community").

Section 1.2. Declarant's Undertakings; Common Elements; Infrastructure; Other Common Improvements.

1.2.1. The Declarant shall construct or provide for the construction of certain improvements for the common benefit of the Community, such as roads, water and sewer service lines, storm water drainage facilities, and other infrastructure and/or common improvements as described herein or as depicted on the Plats and Plans. Such improvements may be Common Elements, may be dedicated to the public, or may be conveyed to a third party. The construction of Common Element improvements shall be performed in accordance with Section 5414(a) of the Act.

1.2.2. The Declarant shall not be responsible for the substantial completion of any Dwelling or other improvements constructed by a Builder and located within the Unit boundaries or within the limited common elements appurtenant to a Unit (ex. driveways and leadwalks), including any structural components or mechanical systems located within the Unit boundaries that are constructed by a Builder and that constitute Common Elements under the provisions hereof or the provisions of the Act.

1.2.3. The construction of improvements to be built upon the portion of the PC Real Estate 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



Image ID: 000003848758 Type: GEN
Page 8 of 79

BK 6376 PG 474

the Act. It is presently anticipated that construction of the aforesaid improvements will be the responsibility of Declarant.

Section 1.3. Builder's Undertakings: Consent of Builder.

1.3.1. Declarant may, but is not obligated to, transfer title to one or more Unimproved Units (as defined in Section 1.6 hereof) to a residential builder or builders (each, a "Builder") pursuant to a contract between the Declarant and such Builder for the sale of the Unit and construction of a Dwelling thereon and construction of improvements to the limited common elements appurtenant to the Unit (ex. driveways and leadwalks). Notwithstanding the foregoing, Declarant reserves, without limitation, the right to modify the manner in which title to Units is transferred to a Builder or Builders in order to facilitate the orderly development of the Community, including the right to transfer some or all of Declarant's Special Declarant Rights in connection with any such conveyance to a Builder.

1.3.2. Except for any Common Elements, infrastructure and/or other common improvements that are constructed by Declarant within the Unit boundaries of a Unit owned by a Builder, if any, as described in Section 1.2.1 above, a Builder, and not the Declarant, shall be responsible for the substantial completion of any Dwelling and other improvements located within the Unit boundaries of any Unit conveyed by Declarant to a Builder, or the improvements constructed by Builder within the limited common elements appurtenant to said Unit (ex. driveways and leadwalks).

1.3.3. It is presently anticipated that construction of Dwellings and any other improvements within a Unit or within the limited common elements appurtenant to the Unit undertaken by a Builder shall be either pursuant to an agreement of purchase with a third party purchaser, or on a Builder's own account. Each 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 warranty set forth in Section 5411 of the Act.

1.3.4. No Builder is a Declarant under this Declaration; however, upon the transfer of any Special Declarant Right(s) by Declarant to a Builder, such Builder shall be a successor declarant in connection with the Special Declarant Right(s) transferred, and the provisions of Section 5304 of the Act shall apply. All of a Builder's right, title and interest in and to a Unit and the Community, is, and shall be, subject to the terms and provisions of the Community Documents.

1.3.5. The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company ("Homes") and High Performance Homes, LLC, a Pennsylvania limited liability company ("HPH"), as of the Effective Date, each have the right to purchase the Units under this Declaration, pursuant to certain agreements with the Declarant. Homes and HPH are each deemed to be a Builder under this Declaration and have executed the Consent appended to this Declaration to acknowledge and agree that all of Homes' and HPH's right, title and interest in and to the Units under this Declaration, is, and shall be, subject to the terms of this Declaration.



Image ID: 000003848759 Type: GEN
Page 9 of 79

1.3.6 In the event that a Builder's rights to purchase Units terminates, such Builder shall execute in recordable form a document in form and content reasonably and mutually satisfactory to the Declarant and such Builder that confirms such termination.

1.3.7. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed for a Unit that the Declarant and Fee Owner have 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 boundaries by a Builder or any party other than the Declarant or Fee Owner, 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 boundaries by a Builder or any party other than the Declarant or Fee Owner. Each Builder agrees to indemnify, defend and hold Declarant and Fee Owner harmless against any claims, actions, damages, losses, or costs (including, without limitation, reasonable attorneys' fees and costs) arising from, relating to, or connected with such Builder's obligations under Sections 5411 and 5414 of the Act.

1.3.8. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed for a Unit that a 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. Fee Owner's Undertakings. Except as expressly set forth herein, Fee Owner shall have no obligation hereunder or under the Act, including the provisions of Sections 5414 (c) and (d) of the Act, to construct or provide for the construction of any improvements within the Community, nor shall Fee Owner have any liability under Section 5411 of the Act in connection with any improvements constructed by any party other than Fee Owner. Fee Owner shall not constitute a declarant hereunder until or unless it becomes a successor to Special Declarant Rights pursuant to a recorded agreement signed by Fee Owner.

Section 1.5. 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:

1.5.1. Intentionally omitted.

1.5.2. Drainage Easement and Releases to Pennsylvania Department of Transportation, Commonwealth of Pennsylvania, and Mount Joy Township Record Book 1594, Page 296.

1.5.3. Restrictions and grants of rights set forth in the Declaration of Deed Covenants for The Links At Gettysburg PGC Preserved Open Space dated July 25, 2003, between The Links At Gettysburg, L.L.C. and Mount Joy Township, recorded in Adams County Record Book 3211, Page 94, as the same may be amended from time to time ("**Open Space Declaration**").



1.5.4. Restrictions and grants of rights set forth in the Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community by The Links at Gettysburg, L.L.C. and The Links at Gettysburg Realty Company, L.L.C. in Record Book 4231, Page 60, as amended by the First Amendment to Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community in Record Book 5072, Page 14 and that certain Second Amendment to Amended and Restated Declaration of Master Association for the Links at Gettysburg Planned Golf Community dated May 8, 2018 and intended to be recorded prior to the date of this Declaration (together, and as further amended from time to time, the **"Master Association Declaration"**).

1.5.5. Rights set forth in that certain Propane Facilities Easement Agreement, dated July 25, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book 3211, Page 243, as amended in Record Book 4292, Page 133, Record Book 4714, Page 222, Record Book 5773, Page 287 and in Record Book 5835, Page 583 (together, and as further amended from time to time, the **"Propane Facilities Easement"**).

1.5.6. Rights set forth in that certain Declaration of Access Drive and Entrance Sign Easement, dated July 25, 2003, by The Links At Gettysburg, L.L.C., recorded in Adams County Record Book 3211, Page 114 (together and as further amended from time to time the **"Access Drive and Entrance Sign Easement"**).

1.5.7. Restrictions, conditions and easements set forth in that certain Easement Agreement dated September 3, 2004, between The Links At Gettysburg, L.L.C., The Links At Gettysburg Realty Company, L.L.C., Richard A. Klein and Bonni L. Klein, husband and wife, and Aqua Pennsylvania, Inc., recorded in Adams County Record Book 3704, Page 325 (together and as further amended from time to time the **"Water System Easement"**).

1.5.8. Restrictions, conditions and easements set forth in that certain Easement Agreement dated December 20, 2004, between The Links At Gettysburg, L.L.C., The Links At Gettysburg Realty Company, L.L.C., Richard A. Klein and Bonni L. Klein, husband and wife, and Little Washington Wastewater Company d/b/a Suburban Wastewater Company, recorded in Adams County Record Book 3837, Page 329 (together and as further amended from time to time the **"Wastewater System Easement"**).

1.5.9. Conditions set forth on all subdivision and land development plans for the Community, now or hereafter existing, as the same may be amended or modified from time to time in accordance with Mt. Joy Township, Cumberland Township and other applicable governmental requirements, including, but not limited to, The Links at Gettysburg, L.L.C. Land Development Plan in Adams County Plat Book 74, Page 41; The Links At Gettysburg, L.L.C. Preliminary/Final Subdivision Plat in Plat Book 78, Page 83; the Preliminary/Final Subdivision/Land Development Plans for The Retreat At The Links At Gettysburg, A Condominium Development in Plat Book 90, Page 55, the Final Subdivision Plan for Cumberland Crossing at the Links of Gettysburg in Plat Book 6374, Page 531 (collectively and as amended from time to time, the **"Subdivision Plan"**).



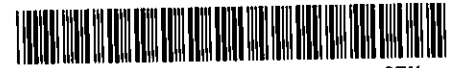


Image ID: 000003848762 Type: GEN
Page 12 of 79

BK 6376 PG 478

1.5.10. Intentionally omitted.

1.5.11 That certain Deed from The Links At Gettysburg, L.L.C. to The Links At Gettysburg Master Association in Record Book 4525, Page 126 (and the Partial Release of Mortgage in Record Book 4525, Page 141).

1.5.12. Rights granted to Metropolitan Edison Company as set forth in Miscellaneous Books M-164; Q-492 and U-7 and in Record Book 924-313.

1.5.13. Rights granted to United Telephone Company as set forth in Record Book 417-476.

1.5.14 The plan notes, easements, conditions and encumbrances as shown on Plan Book 44-98.

1.5.15 Restrictions, covenants and conditions as set forth in Record Book 445-537.

1.5.16 Operations and Maintenance Agreement Stormwater Best Management Practices dated April 19, 2018 and recorded at Book 6374, Page 525.

1.5.17 PCSM Plan consisting of two (2) pages attached as Appendix A to the O&M Agreement (as defined in Section 1.6.2(mm) below) beginning at Book 6374, Page 529.

1.5.18 Developer's Improvement Construction Agreement dated April 19, 2018 and recorded at Book 6374, Page 509.

Section 1.6. Defined Terms

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

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

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

(b) "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.

(c) "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 proposed 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.

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

(e) "Builder(s)" means one or more builders approved by Declarant to construct Dwelling(s) on Unit(s). No Builder is a Declarant under this Declaration unless or until such Builder assumes one or more Special Declarant Rights in accordance with the terms of this Declaration and the Act.

(f) "Bylaws" means the Bylaws of Cumberland Crossing 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.

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

(h) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves. The term includes General Common Expenses and Limited Common Expenses.

(i) "Common Expense Liability" means the liability for Common Expenses allocated to each Unit, as described in this Declaration.

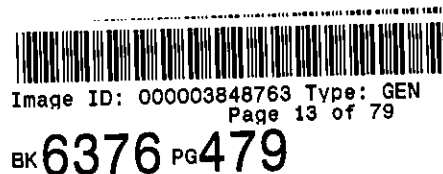
(j) "Common Facilities" means any Real Estate within the Community that is not a Unit and that is owned by or leased to the Association.

(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, as the same may be expanded or contracted in accordance with the provisions of this Declaration and the Act.

(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 (including the Chart of Maintenance Responsibilities) and Rules and Regulations, all as amended from time to time.

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

(q) "Controlled Facilities" means any Real Estate within the Community, whether or not a part of a Unit, that is not a Common Facility, but that is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.

(r) "Convertible Real Estate" means 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.

(s) "Declarant" means the Declarant described in Section 1.1 hereof, and all successors to any Special Declarant Rights.

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

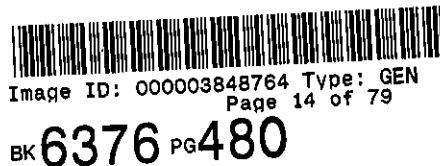
(u) "Development Period" means the period within which Declarant has the right to create units, common elements and limited common elements or any combination thereof within Convertible Real Estate, or to add Additional Real Estate to or withdraw Withdrawable Real Estate from the Community. The Development Period shall terminate no later than the later of (i) ten (10) years after the recording of this Declaration; or (ii) in the case of a preliminary plat calling for the installation of improvements in sections, one hundred twenty (120) days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Municipalities Planning Code, or in the event of an appeal from the municipal approval or denial of such final plat, one hundred twenty (120) days after a final judgment on appeal.

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

(w) "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.

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

(y) "First Settlement" means the date of the first closing whereby a Unit is conveyed to a Unit Owner other than Declarant or a Builder.



(z) "General Common Expenses" means all Common Expenses other than Limited Common Expenses.

(aa) "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.

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

(cc) "Initial Third Party Purchaser" means an initial purchaser of a Unit, other than Declarant or a Builder.

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

(ee) "Limited Common Expenses" means all expenses identified as such under Section 5314(c) of the Act and/or as described in the Community Documents.

(ff) "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 of the Units.

(gg) "Limited Controlled Facilities" means those portions of the Controlled Facilities that are not themselves part of a Unit, which are 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 of the Units.

(hh) "Maintenance" means the operation, management, maintenance, repair, replacement and/or relocation activities with respect to any Buildings or other improvements or any areas of land located in or otherwise serving the Community or with respect to any facility located on the PGC Property.

(ii) "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.

(jj) "Municipality" means Cumberland Township, Adams County, Pennsylvania.



(kk) "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 18.1 hereof.

(ll) "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 18.2 hereof.

(mm) "O&M Agreement" means that certain Operations and Maintenance Agreement Stormwater Management Best Practices dated April 19, 2018 and recorded in the Adams County Recorder of Deeds Office in Book 6374, Page 525, as the same may be amended, modified or supplemented from time to time, and specifically including any such agreement for future phases of the Community.

(nn) "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. 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.

(oo) "PCSM Documents" means the Subdivision and Land Development Plan, PCSM Plan, O&M Agreement, PCSM Instrument and any other plan or document concerning or addressing the Stormwater Management Facilities, all as may be amended, modified or supplemented from time to time, specifically including any such agreement(s) or plan(s) for future phases of the Community. The PCSM Documents set forth the Maintenance activities required for the Stormwater Management Facilities. The PCSM Documents are required by the Municipality and/or the Pennsylvania Department of Environmental Protection ("DEP") in connection with certain of the governmental permits and/or approvals obtained to

develop the Community and may not be amended or terminated without the express consent of the Municipality and/or DEP, as applicable.

(pp) "PCSM Instrument" means means (i) the O&M Agreement, as the same may be amended, modified or supplemented from time to time, which is initially intended to serve as the PCSM Instrument, and (ii) any separate PCSM Instrument recorded by Declarant in the Recorder's Office, as same may be amended, modified or supplemented from time to time, and specifically including any PCSM Instruments for future phases of the Community.

(qq) "PCSM Plan" means the plan consisting of two (2) pages attached as Appendix A to the O&M Agreement (which PCSM Plan begins) at Book 6374, Page 529, as the same may be amended or modified from time to time in accordance with Cumberland Township and other applicable governmental requirements, and specifically including any such plans for future phases of the Community.

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

(ss) "PGC Property" means those certain parcels of real estate more particularly described on **Exhibit "F"** attached hereto, and comprising a planned golf community ("PGC") known as "The Links At Gettysburg Planned Golf Community", as the same may be expanded from time to time in accordance with the provisions of the Master Association Declaration.

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

(uu) "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.

(vv) "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 1.5.3 hereof.

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

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



Image ID: 000003848767 Type: GEN
Page 17 of 79

BK **6376** PG **483**

(yy) "Real Estate" means any fee, leasehold or other estate or interest in, over or under land, including structures, fixtures and other improvements and interests which by custom, usage or law pass with a conveyance of land though not described in the contract of sale or instrument of conveyance. The term includes parcels with or without upper or lower boundaries and spaces that may be filled with air or water.

(zz) "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 Community, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

(aaa) "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.

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

(ccc) "Stormwater Management Facilities" means all drainage courses, swales, rain gardens, stormwater inlets, pipes, conduits, basins, infiltration structures, stormwater management and drainage easement areas, and other structures, components and facilities appurtenant thereto constructed for the purpose of stormwater quality and drainage management for the Community, including, without limitation, utilization of Best Management Practices ("BMPs") in accordance with the PCSM Documents.

(ddd) "Subdivision Plan" means the plan(s) described in Section 1.5.9 hereof.

(eee) "Unimproved Unit" means a Unit upon which a Dwelling and related improvements has not yet been constructed.

(fff) "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.

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

(hhh) "Withdrawable Real Estate" means 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 1.7. 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;
RELOCATION OF BOUNDARIES; SUBDIVIDING UNITS

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

2.1.1. Attached hereto as **Exhibit "B"** is a list of the first five (5) 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, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal number, 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 decimal number by a factor to be assigned by the Declarant, as described in this Subsection 2.1.1 or in Subsection 2.1.2 hereof.

2.1.2. The Allocated Interest shall automatically change upon conversion of Convertible Real Estate or upon withdrawal of Withdrawable Real Estate, if applicable, as set forth in Articles XXI and XXII below, and the new Allocated Interest of each Unit existing after a conversion or withdrawal shall be determined in accordance with Subsection 2.1.1 above. Notwithstanding the foregoing, if the Declarant converts all or any portion of the Convertible Real Estate into Units, or exercises its Special Declarant Right reserved in Section 2.4 below, the Declarant reserves the right to assign a factor ranging from 1.0 and 1.2 to any Units created therein based reasonably upon the relative size of the Units, the relative size of the Dwellings constructed on the Units, the type of Unit, the presence and type of amenities, and any other relevant characteristics of such newly-created Units. If Declarant assigns a factor other than 1.0 to any Units created in the Community then Declarant shall designate the factor to be assigned to such Units in any amendment to this Declaration in which such Units are created. The Declarant's judgment regarding the factor assigned to any Unit shall be final.

2.1.3. Each Unit shall have one (1) vote. The Allocated Interest shall determine the relative weight of a Unit's vote in matters before the Association and, subject to Section 11.2 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.

Section 2.2. Unit Boundaries. The vertical 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 or other building or structure, located within said boundaries. There are no horizontal boundaries.

Section 2.3. Relocation of Boundaries Between Units.

2.3.1. During the Development Period, Declarant shall have the right, without submitting an application to the Association, to relocate boundaries between Units owned by Declarant by recording an amendment to this Declaration and the Plats and Plans identifying the affected Units and setting forth the new Unit boundaries and the reallocations of Allocated Interests and votes in the Association. Declarant's right to relocate boundaries between Units shall not be limited to the combination of two (2) or more entire adjacent Units. All costs and expenses associated with Declarant's exercise of its rights under this Section 2.3.1, including the costs of preparing and recording an amendment to this Declaration and the Plats and Plans, shall be the responsibility of Declarant.

2.3.2. Unit Owners other than Declarant 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 as are set forth in the Act.

Section 2.4. Subdividing or Converting Units Owned by Declarant.

Declarant hereby reserves unto itself the Special Declarant Right granted in Section 5215 of the Act to subdivide or convert any Unit owned by Declarant into two or more Units, Common Elements or a combination of Units and Common Elements. Prior to the expiration of the Development Period, Declarant shall be permitted to exercise such Special Declarant Right without submitting an application to the Association, and thereafter by submitting an application to the Association. If Declarant exercises such right, Declarant (or the Association, as the case may be) shall prepare and record an amendment to this Declaration, including the Plats and Plans, subdividing or converting such Unit(s). The maximum number of Units into which any Unit owned by Declarant may be subdivided or converted shall be six (6), provided however, that no individual Unit shall contain less than the minimum square footage required by applicable governmental requirements, if any. All costs and expenses of Declarant associated with the exercise of its rights reserved in this Section 2.4 shall be the responsibility of the Declarant.

Section 2.5. Costs of Relocating Unit Boundaries. All costs and expenses associated with relocating Unit Boundaries pursuant to Subsection 2.3.2 above, and, at the discretion of the Executive Board, the costs and expenses associated with preparing and recording any amendment to the Declaration and Plats and Plans required pursuant to Sections 5214 or 5215 of the Act, shall be the responsibility of the Unit Owner or Owners requesting the relocation of Unit Boundaries.

ARTICLE III

LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS



Image ID: 000003848770 Type: GEN Page 20 of 79

Section 3.1. Limited Common Elements. Without limiting the generality of Sections 1.6.2 (ff) and (gg) hereof, the following portions of the Community are hereby designated as Limited Common Elements:

3.1.1. Individual rural mailboxes serving a single Unit and located outside the title lines of such Unit as shown on the Plats and Plans, if any.

3.1.2. Any portion of the limited common facility driveways and leadwalks 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 limited common facility yard areas appurtenant to the Unit that is located outside the title lines of such Unit as shown on the Plats and Plans; and

3.1.4. Any portion of the lawn sprinkler system serving only one (1) Unit that is located outside the title lines of such Unit as shown on the Plats and Plans, if added by the owner of said Unit.

3.1.5. Any portion of the Community designated as a Limited Common Facility or a Limited Controlled Facility by or pursuant to this Declaration or any amendment hereto, or as shown and identified as a Limited Common Facility or a Limited Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

3.1.6. Any portion of the Community described as a Limited Common Element in Section 5202 of the Act.

3.1.7. Any portion of the shared access driveway intended to serve Units 23, 24 and 25 as shown on the Subdivision Plan and the Plats and Plans (the "Shared Access Drive").

Section 3.2. Common Elements Not Previously Allocated. As permitted by Section 5209(c) of the Act, the Declarant during the Development Period, and the Association thereafter, shall have the power to allocate a previously unallocated Common Element as a Limited Common Element appurtenant to one or more, but fewer than all, Units in the Community. Any such allocation shall be made by an amendment to the Declaration or an assignment executed by Declarant during the Development Period and the Association thereafter and recorded in the Office of the Recorder of Deeds for the county in which the Community is located.

ARTICLE IV

COMMON FACILITIES



Image ID: 000003848771 Type: GEN
Page 21 of 79

BK **6376** PG **487**

Section 4.1. Reservation. The Declarant hereby reserves the right to designate as a Common Facility any portion of the Community, or any improvement or facility, existing or contemplated, other than a Unit owned by a Unit Owner other than Declarant, without the consent of the Association, or any Unit Owner or holder or insurer of

any Security Interest in any Unit, or any other party whatsoever. Without limiting the generality of the foregoing, the following portions of the Community are hereby designated as Common Facilities:

4.1.1. All open space areas and any easements, landscaping and/or improvements thereon, not located within Unit boundaries; and

4.1.2. All permanent Stormwater Management Facilities not located within Unit boundaries. Stormwater Management Facilities shall be maintained, repaired and replaced in accordance with the Cumberland Township Subdivision and Land Development Ordinance, all governmental approvals obtained in connection with the Community, the PCSM Documents and the Community Documents; and

4.1.3. Community entrance and street signage and associated landscaping and/or lighting, not located within Unit boundaries; and

4.1.4. Fences constructed upon or appurtenant to the Common Facilities, and any other fences that may be identified as Common Facilities on the Plats and Plans, as they may be amended; and

4.1.5. Private streets, street lights, common sidewalks not located within Unit boundaries, and all appurtenances thereto; and

4.1.6. The sanitary sewer lift shown on the Plats and Plans, until such time as the same is conveyed to Aqua WW (as defined in Section 20.5.1 below); and

4.1.7. Any walking trails within the Community not designated as Common Infrastructure Elements; and

4.1.8. Any other portion of the Community designated as Common Facilities on the Plats and Plans, as they may be amended.

Section 4.2. Parking. Unit Owners having garages and/or driveways within the boundaries of their Units or as a limited common element appurtenant to their Unit shall park their vehicles in their garages or driveways.

Section 4.3. Conveyance to the Association. Declarant or Declarant's successor in interest to a Common Facility shall own the Common Facility until such time as it has been conveyed to the Association in accordance with this Section 4.3. After Completion (as hereinafter defined) of the Common Facility, Declarant or any successor in interest to Declarant in the Common Facility shall lease or convey fee simple title to the Common Facility by special warranty deed, or shall transfer easements or other ownership rights, title and interests, to the Association by the later of (a) the date of conveyance by the Declarant of the last Unit the Declarant reserves the right to include in the Community, (b) the expiration of the Development Period, or (c) such longer period as may hereafter be permitted by the Act, any other applicable laws or any amendments thereto. Except as permitted pursuant to the terms of the remainder of this Section 4.3, no Common Facility shall be conveyed or leased to the Association before it has been Completed in accordance



with this Declaration. A Common Facility shall be deemed "**Completed**" and "**Completion**" shall be deemed to have been achieved upon the recording of a certificate (a "**Completion Certificate**"), executed by an independent registered surveyor, architect or professional engineer stating that the Common Facility is substantially completed in accordance with the descriptions set forth in the Declaration, the Plats and Plans and the Public Offering Statement and so as to permit the general use of such Common Facility for its intended purpose. With respect to any portion of any private roadways or similar improvements (collectively, the "**Accessways**") within the Community that are, or are intended to be, Common Facilities, each portion of the Accessways shall be deemed Completed even if the final wearing course has not been installed thereon, provided that a Completion Certificate has been recorded (which may note that the wearing course has not yet been installed) and that Unit Owners are able to use the applicable portion of the Accessways for access and passage. Upon the recording of a Completion Certificate for a Common Facility, the Association shall be deemed to have accepted the conveyance or lease of the Common Facility and under no circumstances shall the Association have the right to reject acceptance thereof or a deed therefor. The foregoing sentence, however, shall not be construed to waive any warranty claims related to the Common Facility that the Association may have against the Declarant pursuant to the Act. The Association shall not be required to pay any consideration for the conveyance of any Common Facility, unless such facility is leased to the Association, in which case, the Association may be required to pay rent in accordance with any such lease. The obligation to convey a Common Facility to the Association shall be binding upon the Declarant and any successor in interest to Declarant in the Common Facility whether or not such successor succeeds to any Special Declarant Rights.

A Common Facility may be conveyed or leased to the Association before it has been Completed if a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided by the Declarant or a successor to Declarant's interest in the Common Facility, as the case may be, in which case, the Association shall be deemed to have accepted the conveyance or lease of the Common Facility and under no circumstances shall the Association have the right to reject acceptance thereof or a deed therefor. Any such third-party mechanism shall not expire until the Common Facility has been Completed to the degree required by this Section 4.3. Any uncompleted Common Facility conveyed or leased to the Association shall be Completed by the later of (a) the date of conveyance by Declarant of the last Unit Declarant reserves the right to include in the Community, (b) the expiration of the Development Period, or (c) such longer period as may hereafter be permitted by the Act, any other applicable laws, or any amendments thereto. Until such time as an uncompleted Common Facility is Completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to the Common Facility and for all other expenses in connection therewith.

Section 4.4. Common Expense. Upon conveyance or leasing of a completed Common Facility to the Association, all costs and expenses associated with the operation, administration, maintenance, repair and replacement of the Common Facility shall become a Common Expense assessed against all Units in the Community in accordance with their Allocated Interests, and such Common Expense assessments shall be subject to the lien provisions set forth in Section 11.4 below. No Unit Owner may exempt himself from liability for payment of such Common Expenses by waiver of the use or



enjoyment of the Common Facilities, or by abandonment of the Unit against which the assessments are made.

Section 4.5. Rules and Regulations. Reasonable Rules and Regulations concerning the regulation, management, operation and use of the Common Facilities may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the 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.

ARTICLE V

CONTROLLED FACILITIES

Section 5.1. Designation of Controlled Facilities. Without limiting the generality of Section 1.6.2(q) hereof, the Controlled Facilities shall include all of the following areas, if any, and the improvements and/or facilities located therein, if any, other than those accepted for dedication to the public or owned by a utility provider or governmental authority:

5.1.1. Any portion of any Unit designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment hereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time, including but not limited to:

(a) All easement areas located upon or within a Unit as shown on the Subdivision Plan, the PCSM Plan, and/or the Plats and Plans from time to time, including without limitation, all stormwater drainage, utility (including water and sanitary sewer), and other easements. Declarant reserves the right to relocate, modify, eliminate or create such easement areas as may be necessary for the orderly and safe development of the Community, provided that if Declarant relocates, modifies, eliminates or creates any easement such that the Unit as developed materially differs from the Plats and Plans as last amended, Declarant shall inform all prospective purchasers of such Unit of all such changes and shall provide the prospective purchasers with a plat of such Unit depicting the actual easement area(s) as constructed. Subject to Declarant's rights as set forth in Article VIII hereof, all Controlled Facility easement areas shall remain as initially constructed. No Unit Owner shall be permitted to make any modifications to an easement area that could adversely affect the purpose or function of the easement area, or affect any other Unit or the Common Facilities, without the prior written consent of the Declarant during the Development Period or the Executive Board thereafter, and the owner of any other affected Unit; and

(b) All improvements and facilities intended to serve the Community as a whole and not only the Unit upon which they are constructed, if any, including without limitation, street lights, street trees, fire hydrants, Community entrance signs and any appurtenant landscaping and



lighting, street, traffic and stop signs, common sidewalks along private streets (as distinguished from service walks intended to serve only one Unit), and other similar and dissimilar infrastructure and Community facilities; and

(c) Permanent Stormwater Management Facilities, including without limitation, basins, swales, inlets, headwalls, endwalls, BMP facilities, infiltration facilities, storm sewer pipes and conduits, and roof drain collectors, located upon Units. All drainage easements shall be kept free of obstructions, including without limitation, fill, temporary or permanent structures and plants other than grass; and

(d) All portions of a Unit situated within a clear sight triangle as depicted on the Subdivision Plan and/or the Plats and Plans. No obstructions that would obscure the vision of a motorist shall be permitted within a clear sight triangle.

5.1.2. Any other portion of the Community designated as a Controlled Facility by or pursuant to the provisions of this Declaration or any amendment hereto, or as shown and identified as a Controlled Facility on the Plats and Plans or any amendment thereto, from time to time.

Section 5.2. Rules and Regulations. Reasonable Rules and Regulations concerning the maintenance, improvement, repair, replacement, regulation, management, insurance and/or control of the Controlled Facilities may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the 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 5.3. Easements, Leases, Licenses and Concessions. Subject to compliance with all applicable governmental requirements, the Association shall have the right to grant easements, leases, licenses and concessions through or over the Controlled Facilities as permitted by Sections 5302(a)(9) and (b) of the Act, provided however, that any such grant that would materially impair the quiet enjoyment of a Unit shall require the prior written approval of the owner of that Unit.

ARTICLE VI

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 6.1. Additions, Alterations and Improvements by Unit Owners.

6.1.1. A Unit Owner:

(a) May, without obtaining the prior approval of the Architectural Review Committee or the Executive Board, 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 obtaining the prior written consent of the Executive Board;

(c) May not change the appearance of or make any structural modifications to any portion of the Common Facilities without obtaining the prior written consent of the Executive Board;

(d) May not change the appearance of or make any structural modifications to any portion of the Controlled Facilities, whether located upon a Unit or otherwise, without obtaining the prior written consent of the Executive Board.

6.1.2. Subject to the exception set forth in Subsection 6.1.5 hereof, a Unit Owner may submit a written request to the Executive Board for approval to do anything that he is forbidden to do under Subsection 6.1.1 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.

6.1.3. Subject to the exception set forth in Subsection 6.1.5 hereof, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) 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 and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of such Unit Owner.

6.1.4. Additions, alterations and improvements to the Units and/or Common Elements shall not, except pursuant to prior written approval by the Executive Board, cause any increase in the premiums of any insurance policies carried by the Association or by the owners of any Units other than those being modified. At the discretion of the Executive Board, any such insurance premium increases shall be paid by the Unit Owner(s) whose construction activities resulted in such premium increases.

6.1.5. The provisions of this Section 6.1 shall not apply to the Declarant or a Builder in the exercise of any Special Declarant Right, or in the initial



construction of Dwellings or other improvements of any kind anywhere within the Community.

Section 6.2. Additions, Alterations and Improvements by the Executive Board. Subject to the limitations of Sections 11.5 and 11.6 of this Declaration, the Executive Board may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary or advisable.

Section 6.3. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement, and maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board, the Architectural Review Committee, or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Architectural Review Committee, the Executive Board, nor the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

ARTICLE VII

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

Section 7.1. 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 7.2. Common Elements. The Association shall maintain, repair and replace all of the Common Elements, except any portion thereof to be maintained, repaired or replaced by the Unit Owners.

Section 7.3. 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 any 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 7.4. Failure to Maintain Units and Common Elements. Each Unit Owner shall reimburse the Association and any Unit Owners whose Units were damaged for the reasonable cost of repair of any damage to the Common Elements or to any other Unit caused by such Unit Owner's failure to properly maintain, repair or replace any portion of his Unit (including any Controlled Facility) or any Limited Common Elements appurtenant thereto for which the Unit Owner is responsible. If the Owner of a Unit containing Controlled Facilities which the Unit Owner is responsible to maintain, repair or replace pursuant to the Community Documents fails to maintain, repair or replace such Controlled Facilities, the Association may, in its discretion, assume the responsibilities of the Unit Owner with respect to such Controlled Facilities, and the costs thereof shall be assessed against the nonperforming Unit Owner as a Limited Common Expense allocated to the Unit as set forth in Section 11.3 below. The Association shall reimburse a Unit Owner for the reasonable cost of repair of any damage to his 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 which is to be maintained, repaired or replaced by the Association.

Section 7.5. Chart of Maintenance Responsibilities. Representative examples of the respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement of the Units, Common Elements (Common Facilities and Controlled Facilities) and Limited Common Elements (Limited Common Facilities and Limited Controlled Facilities) are set forth in the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws, as amended from time to time. The Chart of Maintenance Responsibilities is not intended to describe or encompass every maintenance function or to delineate all respective responsibilities among the Unit Owners and the Association.

Section 7.6. Access. Any person authorized by the Executive Board shall have the right of access to all portions of the Community, including the right to enter upon the exterior portion of a Unit for any proper purpose, at reasonable times and in a reasonable manner, upon such notice to an affected Unit Owner, if any, as shall be reasonable under the circumstances. In case of an emergency, no such notice is required and the right of entry shall be immediate, whether or not the Unit Owner is present at the time. By way of example and not of limitation, any authorized person shall have the right to enter upon any portion of the Community for the purpose of correcting any condition threatening the health or safety of occupants of the Community, or damage to a Unit or the Common Elements; for the purpose of performing installations, alterations, maintenance or repairs; for the purpose of reading, maintaining, repairing and/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 under this Article VII, including without limitation the verification and/or correction of any Unit Owner's performance hereunder.

Section 7.7. Maintenance of Stormwater Management Facilities. The Community is subject to the PCSM Documents and the easements, Maintenance obligations and restrictive covenants contained therein. The PCSM Documents impose





BK 6376 PG 495

obligations on Declarant and its successors and assigns, as well as current and future owners of portions of the Community, with respect to the long-term Maintenance of the Stormwater Management Facilities. The Stormwater Management Facilities shall be maintained in good working order in accordance with the specific Maintenance requirements set forth in the PCSM Documents, all applicable governmental approvals obtained in connection with the Community, all applicable local, state and federal requirements and laws and this Declaration, or any amendment hereto. The Association shall perform all Maintenance, inspection and reporting obligations for all permanent Stormwater Management Facilities in accordance with the requirements of the PCSM Documents and all other applicable governmental requirements. Notwithstanding any provision of this Declaration to the contrary, the Association's obligations in the previous sentence may not be modified, changed, amended or revised in any matter whatsoever. The Association may delegate some Maintenance obligations under the PCSM Documents to individual Unit Owners, provided the Association will maintain ultimate responsibility for the discharge of all obligations under the PCSM Documents.

No further instrument or agreement shall be necessary to enforce the obligations herein against Unit Owners and the Association, as applicable, because they are successors-in-title to Declarant and will take title subject to and be bound by the PCSM Documents and this Declaration, including, without limitation, this Section 7.7. Notwithstanding the foregoing, if required by any governmental authority in order for Declarant's NPDES permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified, or for Declarant and/or any permittee or co-permittee to be released from liability thereunder, each Unit Owner and the Association shall, upon written request from Declarant, do, execute, acknowledge and deliver, all such further acts, deeds, plans, consents, joinders, assignments, acknowledgements, transfers, conveyances, powers of attorney and assurances as may be required by any governmental authority to better assign, transfer, grant, assure, acknowledge and confirm to the applicable governmental authority the obligations of each Unit Owner and the Association pursuant to the PCSM Documents and this Declaration or to cause the NPDES permit or other permit or approval to be renewed, amended, released, terminated or otherwise modified and to cause Declarant and/or any permittee or co-permittee to be released from liability thereunder (such obligations of each Unit Owner and the Association being the "Obligations").

Declarant, its successors or assigns, shall not be required to obtain the permission of any Unit Owner or the Association to renew, amend, release, terminate or modify any permits or approvals obtained in connection with the Stormwater Management Facilities from time to time. Further, each Unit Owner and the Association, within fifteen (15) days after written request from Declarant, shall satisfy their respective Obligations at no cost or expense to Declarant or any other party. If any Unit Owner or the Association fails to timely satisfy its Obligations (such party being the "Defaulting Party"), which Obligations are covenants running with the land, Declarant may seek specific performance to enforce the Obligations and/or exercise any and all other rights and remedies available at law or in equity. All costs, fees and expenses, including, without limitation, attorneys' fees, filing fees, court costs and expert fees, incurred in any manner by Declarant in enforcing the Obligations against the Defaulting Party shall be reimbursed by the Defaulting Party to Declarant within thirty (30) days after a request therefor. For avoidance of doubt, the reimbursement obligation of the Defaulting Party to the Declarant shall not be limited to the costs, fees and expenses related to any court action but shall also include costs incurred by Declarant in relation to any negotiations and/or settlement discussions between the Declarant and the Defaulting Party

ARTICLE VIII
EASEMENTS

Section 8.1. Additional Easements. Each Unit Owner shall have a perpetual nonexclusive easement of use and enjoyment over, upon and through the Common Facilities, including without limitation, any streets constructed within the Community until or unless such streets are accepted for dedication by the Municipality, subject, nevertheless, to the Association's right to promulgate Rules and Regulations concerning the use and enjoyment of the Common Facilities. 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 or described, as applicable:

8.1.1. Declarant's Use for Sales Purposes. As permitted by Section 5217 of the Act, the Declarant shall have the right to maintain one or more sales offices, management offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by the Declarant, even if such Units are under contract with a Unit purchaser. The Declarant reserves the right to place models, management offices and/or sales offices on any portion of the Common Facilities 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, management offices and/or sales offices to different locations within the Community notwithstanding that the Community Documents may otherwise preclude such use in those locations. Declarant may enter into agreements with one or more Builders pursuant to which Declarant may grant to any Builder the right to maintain one or more sales offices and/or models throughout the Community and to maintain one or more directional, promotional and/or advertising signs on the Common Facilities and on Units owned by a Builder.

8.1.2. 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 the Municipality and any applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Community. The easements created in this subsection 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, 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 a Builder, 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.



Image ID: 000003848780 Type: GEN
Page 30 of 79

BK 6376 PG 496

8.1.3. Declarant's Easement to Correct Drainage. The Declarant reserves an easement on, over and under those portions of the Units and Common Elements not improved with Buildings for the purpose of constructing, installing, maintaining, repairing, replacing, relocating, modifying and correcting facilities for the drainage of surface water in order to comply with the PCSM Documents and 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. The easement created by this Subsection expressly includes the right to cut or permanently remove any trees, bushes, or shrubbery, to grade the soil, install new or modify existing Stormwater Management Facilities, or to take any other action reasonably necessary to achieve this purpose, or as may be required from time to time by the Municipality, the applicable Conservation District, the Pennsylvania Department of Environmental Protection, the U.S. Army Corps of Engineers or any other governmental or quasi-governmental entity having jurisdiction over stormwater, surface waters or wetlands.

8.1.4. Declarant's Reservation of Right to Grant Easements. The Declarant reserves the right to subject any portion of the Community not located within a building to easements, and to grant, sell and convey easements for the purpose of benefiting the Community and/or any tract of land adjacent to or near the Community. Without limiting the generality of the preceding sentence, the Declarant may subject the Community to access easements, storm water management easements and/or utility easements to be used by or jointly with adjoining or nearby properties. In the event that Declarant grants one or more easements to benefit real estate not within the Community or any person not an owner or occupant of the Community, then the owner of the benefited real estate or the person benefiting from the easement shall share on a pro rata basis in the costs of maintaining, repairing and/or replacing such easements and/or any facilities or improvements constructed therein.

8.1.5. Declarant's Easement to Facilitate Completion, Conversion and Expansion. The Declarant reserves an easement on, over and under all portions of the Community except on, over or under any existing building, as may be reasonably necessary for the purpose of discharging Declarant's obligations, however arising, or exercising Special Declarant Rights, including but not limited to, the development of Convertible Real Estate, Withdrawable Real Estate, Additional Real Estate and/or other real estate, for all purposes relating to the construction, development, leasing and sale of improvements within the Community and any other real estate owned by Declarant. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directional and promotional signs. The Declarant's easements 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.

8.1.6. Temporary Easement for Construction. Without limiting the generality of the easements reserved unto Declarant in Subsection 8.1.5 above, for so long as Declarant has development and/or construction obligations anywhere in the Community, Declarant reserves unto itself, its successors, assigns, agents, employees and contractors,



the right to enter onto the exterior portion of any Unit within the Community as may reasonably be necessary to facilitate the Declarant's construction, repair or replacement activities, including but not limited to, for the construction of improvements on the Common Facilities, for the completion of grading on the Unit or on adjacent Units, for the construction of Dwellings or other buildings on the Unit and/or on adjacent Units or portions of the Common Facilities, for the construction, reconstruction and/or relocation of any type of utility facilities, and for the construction of facilities for surface water run-off and control as may be necessary for the orderly and safe development of the Community; provided however, that the Declarant shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit and shall promptly repair any damage to a Unit resulting from the Declarant's exercise of such rights.

8.1.7. Association's Easement to Inspect and Maintain Units and Limited Common Elements. The Units and the Limited Common Elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors, (i) for inspection of the exterior portions of Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of Maintenance for which they are responsible, and to perform such items of Maintenance on behalf of a nonperforming Unit Owner as the Association shall elect to perform in its discretion; (ii) for inspection and Maintenance of any portion of a Unit for which the Association is responsible, the Common Elements or the Limited Common Elements situated in or accessible from a Unit or Limited Common Elements, or both; (iii) for correction of emergency conditions in one or more Units, Limited Common Elements, or Common Elements, (iv) for inspection, verification and/or correction of any Unit Owner's or occupant's compliance with or performance under the Community Documents including without limitation, Articles VI, VII and IX hereof, and (v) for discharging all other obligations of the Association, including obligations for inspection and maintenance of the Stormwater Management Facilities and obligations under the PCSM Documents, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Subsection.

8.1.8. Easement for Encroachments.

(a) To the extent that any Unit or portion of the Common Elements encroaches upon any other Unit or portion of the Common Elements because of the reconstruction, repair, shifting, settlement or other movement of any portion of the improvements, a valid easement for the encroachment and its maintenance shall exist, provided that the physical boundaries of the Units after reconstruction or repair shall be in substantial accord with the descriptions thereof set forth in the Declaration. The easement shall extend for whatever period of time the encroachment continues to exist. This easement does not relieve the Unit Owner (including a Builder) of liability in the case of willful misconduct nor the Declarant, a Builder or their respective agents or any contractor, subcontractor or materialman or any other person of liability for failure to comply materially with the Plats and Plans.

(b) Further, and without limiting the generality of the foregoing, to the extent the footprint of any Dwelling, as initially constructed, extends beyond the Unit



boundaries and encroaches onto any portion of the Common Elements, a valid, perpetual, exclusive easement over the portion of the Common Element on which the encroachment is located shall automatically be established. After completion of initial construction of the Dwelling, Declarant shall cause amended Plats and Plans to be recorded showing the location of said encroachment. The creation of this easement shall only occur following the initial construction of a Dwelling on a Unit and does not relieve a Unit Owner or its respective agents or any contractor, subcontractor or materialman or any other person acting on behalf of Unit Owner from any liability for failure to comply materially with the Plats and Plans, as may be amended in accordance herewith.

8.1.9. Unit Owner's Use for Construction Purposes. Upon obtaining the prior consent of the Executive Board, a Unit Owner shall have a nonexclusive access easement through the Common Facilities as may be reasonably necessary for the purpose of construction, repair or renovation of such Unit Owner's Unit, subject, however to the requirements of this Declaration, including but not limited to, Articles II, VI, VII and IX, and provided that the exercise of such easement rights shall not adversely affect the use and enjoyment of the Common Facilities by other Unit Owners or the Association. The Association shall have the rights and powers granted to an association by the provisions of Section 5218 of the Act. A Unit Owner who exercises the easement rights hereunder, whether directly or indirectly through an agent, servant, contractor or employee, shall have the obligation to promptly return any portion of the Common Facilities damaged by the exercise of the easement under this section to the appearance, condition and function which existed prior to the exercise of the easement, or to reimburse the Association for all reasonable costs, fees and expenses incurred by the Association to return any portion of the Common Facilities so damaged to the appearance, condition and function which existed prior to the exercise of the easement rights granted hereunder.

8.1.10. Easement of Access and Passage.

(a) Subject to (b) below, a non-exclusive easement of access and passage is hereby created, granted and conveyed on, over and across all private streets within the Community for the purpose of ingress, egress and regress to and from all portions of the Community and between the Community and the public streets that serve the Community for the benefit of the Association, its agents, contractors, employees, and invitees and all present and future Owners, occupants and guests, public safety personnel such as police, fire and rescue personnel, and emergency medical personnel; service providers such as trash collectors; delivery vehicles; school busses; mail delivery personnel and other similar and dissimilar persons or entities (collectively, "Benefited Persons"). To the extent that any sidewalks are located within the rights of way of such private streets, a non-exclusive easement of access and passage is hereby created, granted and conveyed upon, through, over and across such sidewalks for the benefit of Benefited Persons for ingress, egress and regress to and from all portions of the Community and between the Community and public streets serving the Community. Without limiting the generality of the foregoing, an easement of access and passage is hereby created, granted and conveyed on, over and across the Shared Access Drive for the purpose of ingress, egress and regress to and from Unit 23, Unit 24 and Unit 25 (the "Subject Units") and the

limited common facility driveways serving the Subject Units to Cooper Lane for the benefit of the Association, its agents, contractors, employees, and invitees and all present and future Owners of the Subject Units, occupants and guests, public safety personnel such as police, fire and rescue personnel, and emergency medical personnel; service providers such as trash collectors; delivery vehicles; mail delivery personnel and other similar and dissimilar persons or entities.

(b) During the Development Period, the access rights granted in (a) hereof shall not be used in connection with the development of any land not located within the Community without the prior written consent of Declarant, which may be withheld in Declarant's sole discretion.

8.1.11. 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 At Gettysburg, L.L.C. 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.

8.1.12. Easement to Benefit Preserved Open Space. Those portions of the Community, including any Dwellings or other buildings, adjoining the Preserved Open Space, as constituted from time to time (the "Golf Ball Easement Areas") are hereby made subject to an easement permitting golf balls unintentionally to come upon the Golf Ball Easement Areas. Golfers shall not be permitted to retrieve errant golf balls from the Golf Ball Easement Areas, whether on foot or by the use of a golf cart.

8.1.13. Intentionally omitted.

8.1.14. Emergency Access and Drainage Easement. The Emergency Access and Drainage Easement Agreement described in Section 1.5.11 creates certain easements across portions of the Golf Course to benefit the Community for the purposes of emergency access and storm water drainage.

8.1.15. Declaration of Access Easements. The Declaration of Access Easements described in Section 1.5.12 creates certain access easements across those portions of Savannah Drive located within Garrison Falls At The Links At Gettysburg, A Planned Community to benefit owners and occupants within the PGC, including owners and occupants of the Community, and others, for the purpose of access to and from Mason Dixon Road.



Image ID: 00003848784 Type: GEN
Page 34 of 79

BK 6376 PG 500

ARTICLE IX
USE RESTRICTIONS

Section 9.1. Use and Occupancy of Units and Common Elements. Except as otherwise expressly set forth in the Community Documents, all Unit Owners, including the Declarant and any Builder, 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:

9.1.1. Permitted Use. The Units in the Community (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use and may not be used for any other purposes by the Unit Owner or occupant. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office; provided that any such use conforms with the applicable zoning regulations of Cumberland 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.

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

9.1.3. 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, a Builder or their respective designees), all of which are intended to be preserved to maintain the overall appearance and continuing value of the Units within the Community. To accomplish this intention, the following requirements are hereby created and imposed:

(a) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, the exterior structural and aesthetic appearance and architectural style of all exposed portions of all Units, including the Dwelling itself and other structures or improvements constructed upon a Unit, shall not be altered in any way that would change the appearance of such Units as first constructed.

(b) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, exterior elements of Buildings such as patios, porches, decks, stoops, landings, breezeways and stairs shall remain as first constructed and shall not be painted, covered, enclosed, removed, or otherwise obstructed or modified in appearance.

(c) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof, Limited Common Elements appurtenant to Units shall remain as first constructed and shall not be obstructed or modified in appearance.





(d) Except as otherwise approved by the Declarant during the Development Period and the Executive Board thereafter in accordance with Subsection 6.1.2 and Section 9.3 hereof: (i) the exterior colors of all exposed portions of all improvements constructed upon Units shall remain the same as originally installed, including, but not limited to the colors of siding, roof shingles, trim materials, doors, windows, shutters, garage doors, porches, patios, stoops and decks and any railings constructed thereon, 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.

9.1.4. Unit Condition. Each Unit Owner shall be solely responsible for maintaining the interior of his Dwelling. Each Unit Owner and/or the Association shall be responsible for maintaining the exterior of the Dwelling and limited common facility yards appurtenant to a Unit, in a clean, sanitary, safe and attractive condition, in accordance with the allocation of responsibilities set forth in this Declaration, the "Chart of Maintenance Responsibilities" (as it may be amended from time to time) attached as Exhibit A to the Bylaws, and all Rules and Regulations in effect from time to time.

9.1.5. Landscaping. Each Unit Owner and the Association shall be responsible for maintaining the limited common facility yards appurtenant to a Unit, including, but not limited to, any landscaping, in a clean, sanitary and attractive condition, in accordance with the allocation of responsibilities set forth in the "Chart of Maintenance Responsibilities" attached as Exhibit A to the Bylaws (as it may be amended from time to time) and all Rules and Regulations in effect from time to time.

9.1.6. Materials. Except as otherwise approved by the Executive Board in accordance with Subsection 6.1.2 hereof, all landscaping in limited common facility 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.

9.1.7. Signs. No sign, advertising poster or billboard of any kind shall be displayed to the public view in or on any Unit or in or on any limited common facility yard appurtenant to a Unit without the prior written consent of the Executive Board, except for directional signs established by the Declarant or its designee, or signs used by the Declarant, or a Builder to advertise Units for sale or rent. The Unit Owner of a particular Unit shall be permitted to place a sign upon the Unit or in the limited common facility yard appurtenant to the Unit for the purpose of advertising the Unit for sale or rent, subject to the provisions governing signs contained in the Rules and Regulations.

9.1.8. Outbuildings; Temporary Structures. No detached outbuildings shall be permitted upon the Unit or upon the limited common facility yard appurtenant to such Unit. No structure of a temporary character, trailer, tent, shack, or other temporary out-building shall be constructed or used on any Unit or the limited common facility yard appurtenant to any Unit at any time, either temporarily or permanently, without the prior consent of the Executive Board. Carports and other similar coverings for vehicles shall be prohibited. Notwithstanding the provisions of this Subsection 9.1.8, the Declarant or a

Builder may construct and maintain on any Unit, or on the limited common facility yard appurtenant to such Unit it, owns temporary buildings, structures and vehicles used in connection with the initial construction of improvements on any portion of the Community.

9.1.9. Satellite Dishes; Antennas.

(a) As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air Receptions Devices ("OTARDS") rule (the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Subject to Subsections 9.1.9 (b), (c) and (d) below, certain OTARDS shall be permitted to be installed within certain portions of the Community as set forth in the Rules and Regulations, which are intended to comply with the FCC Rule.

(b) Notwithstanding Subsection 9.1.9 (a) above and in lieu thereof to the extent permitted by the FCC, the Executive Board shall have the right to install one or more OTARDS on or within any Common Facility portion of the Community as it deems appropriate, for the purpose of making the benefit of such facilities available to Unit Owners in the Community. Any such facilities installed to benefit Unit Owners shall be a Common Element, and the costs and expenses of operation, installation, maintenance and repair shall be a Common Expense, allocated in accordance with the provisions of Section 11.3 hereof.

(c) This Subsection 9.1.9 shall apply in all respects to all OTARDS installed by tenants or other non-owner occupants of a Unit.

(d) In the event that any of the provisions of Subsection 9.1.9 contradicts any rules, rulings or determinations of the Federal Communications Commission or any other agency having jurisdiction as are then in effect, the then-current rules, rulings, or determinations of the FCC or such other agency having jurisdiction shall prevail. It is the intent of this Subsection 9.1.9 that it shall comply in all respects with applicable governmental statutes, regulations, rules, rulings and/or determinations, and the Association, through the Executive Board, shall have the right to amend the OTARD Rules and Regulations from time to time as necessary to effect this intent.

9.1.10. Fences. Fences may be constructed by Unit Owners within the limited common facility yard areas serving a Unit (i) in accordance with plans and specifications for fences established by the Executive Board from time to time, or (ii) subject to the prior written approval of the Executive Board in its sole and absolute discretion (but subject, in either case, to Section 9.3 hereof). All requests for approval of fences shall be made in writing. All fences shall conform to the architectural style of the Dwellings in the Community. No chain-link, stockade or similar fences shall be permitted.



9.1.11. 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 limited common facility yards appurtenant to a Unit or on any other part of the Common Facilities. No animals shall be kept, bred, or maintained anywhere within the Community for commercial purposes.

9.1.12. Swimming Pools. In-ground swimming pools, hot tubs and customary accessory structures may be installed by Unit Owners within the limited common facility yard area serving each Unit, subject to the prior written approval of the Executive Board in accordance with Subsection 6.1.2 and Section 9.3 hereof. Unit Owners shall be solely responsible for obtaining all necessary governmental permits and approvals, including any zoning approval required by Cumberland Township. No above-ground swimming pools shall be permitted on any Unit.

9.1.13. Storage Tanks. No above-ground or underground tanks for storage of petroleum products or propane shall be permitted on any Unit or the limited common facility yards appurtenant to a Unit.

9.1.14. Use of Streets. All private streets within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and invitees. Except as may be specifically authorized by the Executive Board, private streets shall not be used as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited.

9.1.15. 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 written approval of the Executive Board. Nothing may be done on the Common Elements that would in any way interfere with the use and enjoyment of any Unit Owner or occupant within the Community. The Executive Board may impose additional restrictions on the use of the Common Elements as it deems necessary or advisable.

9.1.16. Limitations on Application of Restrictions. The restrictions set forth in this Section 9.1 shall not apply to the Declarant, or the Declarant's agents or employees, or to a Builder during the course of construction of improvements upon any portion of the Community to the extent that the restrictions would interfere with such construction.

9.1.17. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state and/or municipal governments or authorities applicable to the use, occupancy, construction, improvement and maintenance of any Unit, including any improvements or facilities erected thereupon. Without limiting the generality of the foregoing, all improvements constructed within or upon a Unit by a Unit Owner shall meet all applicable local, county or other building codes and municipal requirements including, but not limited to zoning requirements. The obligation to comply with all governmental requirements shall rest with the Unit Owner and not the Executive Board, the Architectural Review Committee, or the Association. The Executive Board's approval of a Unit Owner's proposed improvements shall not relieve the Unit Owner of his obligation to design and construct the proposed improvements in accordance with the



requirements of the Community Documents, nor shall such approval constitute nor be construed as certification by the Executive Board that the proposed improvements meet or otherwise comply with architectural, engineering, or construction industry standards, or applicable building codes, laws, ordinances, rules, or regulations of any governmental authority or any other applicable agency. None of the Declarant, the Architectural Review Committee, the Executive Board, nor the Association shall be liable for any defects in any plans or specifications submitted, revised or approved in accordance with the Community Documents, or any defects in construction undertaken in accordance with such plans and specifications, and the Unit Owner undertaking the construction, reconstruction, renovation or installation of any improvements within the Community shall indemnify and hold harmless all of the foregoing from and against all costs, expenses, damages and claims whatsoever arising out of such Unit Owner's improvement activities in the Community.

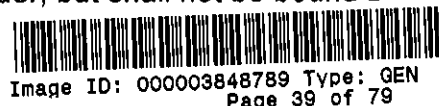
9.1.18. Drainage. No Unit Owner shall interfere with, or permit, suffer, or cause the interference with, the established drainage pattern over his Unit, or the limited common facility yards appurtenant to his Unit, from adjoining or other Units or portions of the Common Facilities. A Unit Owner shall make adequate provision for proper drainage from any other Unit or Common Facilities in the event that the established drainage over his Unit, or the limited common facility yard appurtenant to his Unit, is changed or altered by his use of, occupation of, maintenance of, addition to, alteration of, or improvements to, his Unit or the limited common facility yard appurtenant to his Unit. For the purpose hereof, "established drainage" is defined as the drainage that will occur at the time the overall grading of the Units and Common Facilities, including the landscaping of each Unit and the Common Facilities, is completed, including, but not limited to within any drainage easement areas, whether part of the Common Facilities, or designated as Controlled Facilities in accordance with the provisions of this Declaration.

9.1.19. Subdivision. Subject to the provisions of Sections 2.3 and 2.4 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 9.1.19 shall be null and void and of no effect.

9.1.20. Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Community, may be promulgated from time to time by the Executive Board, subject to the right of the Association to Notice and Comment on such Rules and Regulations. Copies of the 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 9.2. Intentionally Omitted.

Section 9.3. Waiver Requests. A Unit Owner may submit a written request to the Executive Board for approval to do anything that is forbidden under Section 9.1. The Executive Board shall submit all requests for waivers of the restrictions imposed by Subsections 9.1.3, 9.1.5, 9.1.6 and 9.1.12 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 waiver requests. All other waiver requests may be decided by the Executive Board without prior submission to the Architectural Review Committee. The Executive Board shall answer any written request, after Notice and Hearing, within sixty (60) days after receipt of the request. Failure to do so within such time shall not constitute approval of the Executive Board to the proposed action. The Executive Board shall review waiver requests in accordance with the provisions of the Community Documents.

Section 9.4. Alterations and Improvements. Subject to the limitations of Subsection 9.1.16 hereof, any applications to any municipal or other governmental department or to any governmental authority for a permit or approval to make any addition, alteration or improvement by a Unit Owner in or to any portion of the Community shall first be submitted to the Executive Board for approval. Upon receipt of approval by the Executive Board, any such application shall be the responsibility of and executed by the Unit Owner. The approval of the Executive Board, or the making or execution of such application will not, under any circumstances, create any liability on the part of the Association or any of its members (other than the Unit Owner making the application) 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 and expenses incurred for such applications, permits, approvals, additions, alterations or improvements by a Unit Owner shall be the responsibility of the Unit Owner.

ARTICLE X

LEASING

Section 10.1. Leases. A Unit Owner may lease or sublease his Unit (but not less than an entire Unit) at any time and from time to time provided that:

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

10.1.2. No lease or rental agreement shall be for an initial 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.

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

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

10.1.5. 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;

10.1.6. 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;

10.1.7. A copy of such lease or rental agreement or, at the discretion of the Executive Board, a memorandum of such lease or rental agreement addressing such subjects as may be required by the Executive Board, and a copy of the receipt referred to in Subsection 10.1.4, shall be furnished to the Executive Board within ten (10) days after execution of the lease;

10.1.8. A Unit Owner intending to lease his Unit shall provide his new mailing address, if at a location other than his Unit, to the Executive Board within ten (10) days after vacating his Unit; and

10.1.9. 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 10.2. Exceptions. Notwithstanding the foregoing, the provisions of this Article shall not apply to Units leased or subleased by the Declarant or a Builder, or to a mortgagee which is either in possession of a Unit or is a purchaser at a judicial sale.

ARTICLE XI

ASSESSMENT AND COLLECTION OF COMMON EXPENSES;
OTHER ASSESSMENTS; CAPITAL IMPROVEMENT FEE

Section 11.1. Definition of Common Expenses. Common Expenses shall include:

11.1.1. Expenses of administration and Maintenance of the Common Elements, subject to the provisions of Section 11.2 hereof;

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

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

11.1.4. 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.



Image ID: 000003848791 Type: GEN
Page 41 of 79

Section 11.2. Apportionment of Common Expenses; Interest.

11.2.1. Subject to the provisions of Subsection 11.2.2, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interests determined as set forth in Article II hereof in the case of General Common Expenses, and in accordance with Section 11.3 hereof in the case of Limited Common Expenses. In the event that the Community is merged or consolidated with one or more additional planned communities, as described in Section 19.3 hereof, the Allocated Interests shall be modified as described in Subsection 19.3.2 hereof. As set forth in Section 5314(b) of the Act, any past due assessment or installment thereof shall bear interest at the rate established by the Association, provided that such rate shall not exceed fifteen percent (15%) per year.

11.2.2. As permitted pursuant to Subsection 11.3.2 hereof, until a Unit is completed to the extent required so as to permit the use thereof for its intended purpose, a Unit Owner shall be entitled to pay a reduced assessment for Common Expenses, as determined by the Executive Board. That reduced assessment shall be an amount equal to the projected Common Expense assessment for such Unit, less those items not then benefiting the Unit such as property insurance, replacement reserves and Maintenance of the Dwelling Unit. The owner of an Unimproved Unit or a Unit upon which the improvements are not complete shall be required to pay his proportionate share of the Common Expense assessments for such items as Common Element snow plowing, liability insurance, property management fees, professional auditing, and such other Common Expenses as then benefit the Unit.

Section 11.3. Special Allocations of Expenses as Limited Common Expenses.

11.3.1. Any Common Expense associated with the Maintenance of a Limited Common Element shall be assessed in equal shares against the Unit(s) to which that Limited Common Element was assigned at the time the expense was incurred.

11.3.2. Any Common Expense benefiting one or more but fewer than all of the Units shall be assessed exclusively against the Unit or Units benefited.

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

11.3.4. 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.

11.3.5. If any Common Expense is caused by the negligence or misconduct of a Unit Owner, his guests, invitees or other occupants of such Unit, the Association may, after Notice and Hearing, assess that expense exclusively against his Unit.

11.3.6. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest charged against a Unit Owner pursuant to the Community



Documents and the Act, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner are enforceable as assessments under Section 5315 of the Act and may be charged to such Unit Owner as Limited Common Expense assessments.

Section 11.4. Lien.

11.4.1. 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 due. Fees, including attorneys' fees, charges, late charges, recording fees, fines and interest and reasonable costs and expenses of the association, including legal fees, incurred in connection with collection of any sums due to the Association by the Unit Owner or enforcement of the provisions of the Community Documents against the Unit Owner and charged pursuant to the Act and the Community Documents are enforceable as assessments under this Article XI. 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.

11.4.2. 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, or to a judgment obtained for obligations secured by any such mortgage, or to liens for real estate taxes and other governmental assessments or charges against the Unit.

11.4.3. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien under this Section 11.4 is required.

11.4.4. 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 11.4 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.

11.4.5. Nothing in this Section 11.4 shall be construed to (a) prohibit actions to recover sums for which Subsection 11.4.1 and/or Section 5315 of the Act create a lien or (b) prohibit the Association from taking a deed in lieu of foreclosure.

11.4.6. A judgment or decree in any action brought under this Section 11.4 shall include costs and reasonable attorney's fees for the prevailing party.

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



11.4.8. 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 no more than six (6) months of assessments that came due during the six (6) months immediately preceding the date of the judicial sale. in accordance with the provisions of the Act. Any unpaid assessments not satisfied from the proceeds of sale become Common Expenses collectible from all Unit Owners, including the purchaser.

11.4.9. Notwithstanding any restrictive endorsement, designation or instructions placed on or accompanying a payment, any payments received by the Association in the discharge of a Unit Owner's obligations may, at the discretion of the Executive Board, be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney fees incurred by the Association in collection or enforcement and then to any delinquent assessment.

11.4.10. 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 11.5. Budget Adoption. Budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate. 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 a notice describing any capital expenditure approved by the Executive Board to all 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 such approval, the budget or capital expenditure shall be deemed 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 11.5 and Section 5303(b) of the Act.

Section 11.6. 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 11.3 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 11.5 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 11.7. Certificate of Payment of Common Expense Assessments. Upon receipt of a 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 Unit pursuant to Section 5313 of the Act. The statement, which shall be furnished within ten (10) business days after receipt of the request shall be binding on the Association, the Executive Board and every Unit Owner.



Image ID: 000003848794 Type: GEN
Page 44 of 79

BK 6376 PG 510

Section 11.8. Frequency of Payment of Common Expenses. All Common Expenses and Limited Common Expenses assessed under Sections 11.2 and 11.3 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 11.9. 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 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 11.10. Commencement of Common Expense Assessments. Until the Association makes a Common Expense assessment, Declarant shall pay all expenses of the Community. After any assessment has been made by the Association for Common Expenses, assessments shall be made at least annually, based on a budget adopted at least annually by the Association.

Section 11.11. 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 such successor agrees to assume the obligation.

Section 11.12. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself from liability for payment of 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 11.13. Working Capital Fund. Commencing upon the First Settlement and thereafter at the closing with each Initial Third Party Purchaser, the Association shall collect from each such 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 any 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 any proper Master Association purposes. The foregoing sentence shall not apply to the conveyance of Unimproved Units to a 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 11.14. 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, respectively, shall, at the discretion of the Executive Board, (i) 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, or (ii) be included in the budget of the Association for the ensuing fiscal year of the Association, to be applied against the payment of Common Expenses, Limited Common Expenses, or to fund reserves. A reasonable amount of operating capital maintained by the Association shall not be deemed to be surplus funds as described in this Section 11.14.

Section 11.15. Association Records. During the period of the Declarant control of the Association, 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 a Builder, of its Common Expense assessments and the payments thereof. The Association shall keep financial records sufficiently detailed to enable the Association to comply with Section 11.7 of the Declaration and Section 5407 of the Act (regarding resale of a Unit). All Association financial records and other Association records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 11.16. Annual Financial Statements. In accordance with Sections 5316(b) and (c) of the Act, within 180 days after the close of its fiscal year, the Association shall prepare, or have prepared, annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Unit Owner shall be entitled to receive from the Association, within thirty (30) days after submitting a written request therefor, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement. If the Association fails to provide a copy of the annual financial statements and, if applicable, the report of an independent accountant, if any, to the requesting Unit Owner within the period of time set forth herein, or if the financial records of the Association which substantiate the Association's financial statements are not made reasonably available by the Association for examination by any Unit Owner and authorized agents, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Pennsylvania Attorney General.

Section 11.17. Capital Improvement Fee. Upon the resale of a Unit, the Association may impose a Capital Improvement Fee, but no other fees, in accordance with Section 5302(a)(12) of the Act. Such fees are not refundable upon any sale, conveyance or any other transfer of the title to a Unit. Capital Improvement Fees allocated by the Association must be maintained in a separate capital account and may be expended only for new capital improvements or replacement of existing Common Elements and may not be expended for operation, maintenance or other purposes. No fee shall be imposed on any gratuitous transfer of a Unit between any of the following family members: spouses, parent and child, siblings, grandparent and grandchild, nor on any transfer of a Unit by foreclosure sale or deed in lieu of foreclosure to a secured lending institution as defined by the Housing Finance Agency Law.



ARTICLE XII

DECLARANT CONTROL OF THE ASSOCIATION
AND SPECIAL DECLARANT RIGHTS

Section 12.1. Control of the Association.

12.1.1. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the earliest 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 a 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.

12.1.2. Upon the expiration of the period of Declarant control of the Association described in Subsection 12.1.1 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.

12.1.3. Notwithstanding the terms of Subsections 12.1.1 and 12.1.2 above, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Community to Unit Owners other than the Declarant, one (1) of the three (3) members of the Executive Board appointed by the Declarant shall resign, and a replacement member shall be elected by Unit Owners other than the Declarant.

12.1.4. Within sixty (60) days after the termination of the period of Declarant control of the Association, 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.

12.1.5. Not later than ninety (90) days after the termination of the period of Declarant control of the Association, Declarant shall deliver to the Association a complete audit of the finances of the Association for the time period between the last audit of the Association's financial books and records and the date of termination of the period of Declarant control of the Association, prepared by an independent certified public accountant in accordance with generally accepted accounting principles, the costs of which audit are to be borne equally by the Declarant and the Association.



Image ID: 00003848797 Type: GEN
Page 47 of 79

BK 6376 PG 513

12.1.6. Following the transfer of control of the Executive Board by the Declarant to the Unit Owners pursuant to Subsection 12.1.2 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 12.2. Special Declarant Rights. On the Effective Date, the Declarant alone, and not Fee Owner, possesses all of the Special Declarant Rights and appurtenant obligations and liabilities in and to the Community. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 12.1 hereof, the Declarant reserves unto itself all Special Declarant Rights as defined in the Act. In addition, Declarant shall have 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 XIII

LIMITATION OF LIABILITY

Section 13.1. 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:

13.1.1. the Executive Board; or

13.1.2. 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 13.2. Indemnification of Members of the Executive Board and Officers of the Association.

13.2.1. 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.

13.2.2. 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.

13.2.3. Procedure for Effecting Indemnification. Indemnification under Subsections 13.2.1 and 13.2.2 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.

13.2.4. 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 13.2 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.

13.2.5. 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 XIV

INSURANCE

Section 14.1. Association Insurance. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Association shall obtain and maintain insurance coverage as set forth in Sections 14.2 and 14.3 and in accordance with the provisions of Section 5312 of the Act. Any property or comprehensive general liability insurance carried by the Association may contain a deductible provision. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners at their respective last known addresses. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.



Section 14.2. Property Insurance. The Association shall obtain and maintain, to the extent reasonably available, property insurance on the Common Facilities and Controlled Facilities to the extent that the Controlled Facilities can be insured separately from the Unit of which they are a part, insuring against all common risks of direct physical loss, in an amount equal to one hundred percent (100%) of the replacement cost of such facilities at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies, all in accordance with the provisions of Section 5312 of the Act. Personal property owned by the Association shall be insured for an amount equal to its actual cash value. Insurance policies issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit, including, but not limited to, insurance to cover any deductibles or losses not covered by the Association's property or comprehensive general liability insurance.

Section 14.3. 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 ("**Managing Agent**") as an additional insured party. 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 14.4. 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 and/or other structures and/or improvements 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 Five Hundred Thousand Dollars (\$500,000.00) in Constant Dollars, or such other amount as may be reasonably determined from time to time by the Executive Board. The Executive Board shall provide all Unit Owners with written notice of any change in the amount of insurance required pursuant to this Section 14.4 no less than thirty (30) days before the effective date of the new requirement. A Unit Owner's insurance policies may cover losses to his Unit not covered by the insurance maintained by the Association due to a deductible provision or otherwise.

For purposes of this Section 14.4, "Constant Dollars" shall mean the value of the U.S. dollar to which such phrase refers, as adjusted from time to time. An adjustment shall occur on the 1st day of June of the sixth (6th) full calendar year following the Effective Date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index

Number. The "Base Index Number" shall be the level of the Index for the year this Declaration commences; the "Current Index Number" shall be the level of the Index for the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor for U.S. City Average, All Items (1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Declarant during the Development Period and the Executive Board thereafter shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

Section 14.5. Other Provisions. Insurance policies carried by the Association pursuant to this Article shall provide that:

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

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

14.5.3. 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.

14.5.4. 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 Association's policy, the Association's policy is primary insurance not contributing with the other insurance.

14.5.5. 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 14.6. Fidelity Bonds. The Association may maintain a blanket fidelity bond or similar security 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 (3) months' Common Expense assessments and reserve funds on deposit. 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 14.7. Workers Compensation Insurance. The Executive Board shall obtain and maintain Workers Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.



Section 14.8. Indemnification Insurance. The Executive Board shall obtain directors' and officers' liability insurance to satisfy the indemnification obligations set forth in Section 14.2 hereof, if and to the extent available at a reasonable cost.

Section 14.9. Other Insurance. The Association may carry other insurance in such reasonable amounts and with such reasonable deductibles as the Executive Board considers necessary or advisable to protect the Association or the Unit Owners.

Section 14.10. Premiums and Deductibles. Insurance premiums for policies maintained by the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be levied by the Executive Board in accordance with Section 5314(c) of the Act. Insurance premiums for policies maintained by a Unit Owner shall be the responsibility of the Unit Owner. If any insurance policy maintained by a Unit Owner contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible shall be the responsibility of the Unit Owner.

ARTICLE XV

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 15.1. Unit Owner's Duty to Restore. Subject to the provisions of Section 5312(h)(2) of the Act, any portion of the Community 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. The cost of repair or replacement of such portion of the Community in excess of insurance proceeds is the Unit Owner's expense.

Section 15.2. Association's Duty to Restore. Subject to the provisions of Section 5312(h)(1) of the Act, any portion of the Community 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.

15.2.1. Cost. With respect to losses for which insurance is required to be maintained by the Association by Section 5312 of the Act or this Declaration, except for the costs of repair or replacement which are not covered due to deductibles, the cost of repair or replacement in excess of insurance proceeds and reserves which have not been identified by the Executive Board to fund costs of capital expenditures budgeted for the current fiscal year of the Association shall be a Common Expense. If any insurance policy maintained by the Association contains a deductible, then that portion of any loss or claim which is not covered by insurance due to the application of a deductible, as well as any claim or loss for which the Association is self-insured, shall be a Common Expense levied by the Executive Board in accordance with the provisions of Section 5314(c) of the Act.



15.2.2. Plans. The Community 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 the Municipality, following receipt of a recommendation from the Architectural Review Committee.

15.2.3. 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.

15.2.4. 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 Common Elements and Units (to the extent that Association policies cover damage to Units), 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 Community has been completely repaired or restored, or the Community is terminated.

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

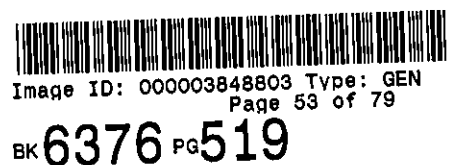
- (a) Whether or not any portion of the damaged or destroyed Community is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

15.2.6. 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 Community 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 XVI

AMENDMENTS TO DECLARATION

Section 16.1. 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 XXI, XXII and XXIII of this Declaration, or by the Association pursuant to Section 16.6 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 16.2. 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 16.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in every county in which any portion of the Community is located and shall be effective only on recording. An amendment shall be indexed in the name of the Community in both the grantor and grantee index.

Section 16.4. 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 16.5. Special Declarant Rights. Provisions in this Declaration or in the Act creating or modifying Special Declarant Rights may not be amended without the consent of the Declarant.

Section 16.6. Corrective Amendments. If any amendment is necessary in the judgment of the Executive Board (i) 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, (ii) 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, (iii) to comply with any statute, regulation, code or ordinance which may now or hereafter be made applicable to the Community or Association, including without limitation with respect to any stormwater management obligations under the PCSM Documents or otherwise, or (iv) to make a reasonable accommodation or permit a reasonable modification in favor of handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, occupants, tenants or employees, 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 Community, 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 16.6 and Section 5219(f) of the Act.

ARTICLE XVII

AMENDMENTS TO BYLAWS



Image ID: 000003848804 Type: GEN
Page 54 of 79

BK 6376 PG 520

Section 17.1. 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 16.6 hereof.

ARTICLE XVIII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 18.1. 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 18.2. 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 and shall be given no less than five (5) days before the hearing is to occur. 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 18.3. 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. Otherwise, the decisions of the Executive Board shall be final.

ARTICLE XIX

POWERS OF THE ASSOCIATION

Section 19.1. 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



Image ID: 000003848805 Type: GEN
Page 55 of 79

BK 6376 PG 521

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, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged.

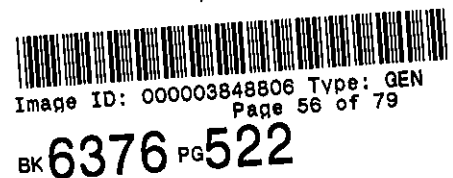
Section 19.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.2.1 hereof, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to the Master Association, provided that such assignment or delegation is effected in accordance with and subject to the provisions of Section 5222 of the Act. The Association shall also have the right to accept any assignment or delegation of powers from one or more Property Owners Associations, provided that such acceptance or assignment is effected in accordance with and subject to 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 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.

19.2.1. 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 expiration of the Development Period, unless terminated prior to such date upon the recording of an amendment to this Declaration by the Declarant confirming such termination. 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 Property Owners Associations. There are no other limitations on this right to delegate powers of the Association to a master association, except as provided in Subsection 19.2.2 hereof.

19.2.2. Initial Responsibilities. Notwithstanding any provision of Section 19.2 or Subsection 19.2.1 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 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 19.3. Merger or Consolidation. Following the expiration or termination of the Special Declarant Rights described in Subsection 19.3.1 hereof, the Association shall have the power to merge or consolidate the Community with one or more other planned communities 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 are all located within the boundaries of the PGC Property.

19.3.1. 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 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. There are no other limitations on this right to merge or consolidate the Community with other planned communities.

19.3.2. Restrictions. The buildings and the Units that are part of other PGC Communities merged or consolidated with the Community must be architecturally compatible with (but not necessarily the same as) 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 PGC Communities merged with the Community, 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 communities within the boundaries of the PGC Property prior to obtaining final Township subdivision and land development plan 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 PGC Communities. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional communities. 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 as described in Subsection 19.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) converting a fraction to a decimal number, the numerator of which fraction shall be one (1) and the denominator of which fraction shall be the total number of units in the merged or consolidated planned communities (including the Community), (2) multiplying the aforementioned decimal number by a factor to be assigned by the Declarant, pursuant to Subsection 2.1.2 hereof. In the event that the Declarant does not merge or consolidate the other planned communities with the Community, the assurances contained in this Section 19.3 shall not apply in any way to the other PGC communities or any portion thereof.

Section 19.4. Conveyance or Encumbrance of the Common Elements. If Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, at least eighty percent (80%) of which affirmative votes are allocated to Units not owned by the Declarant or a Builder, agree, any one or more 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 19.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 19.4 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. No other property of a Unit Owner is subject to the claims of creditors of the Association. Any Unit Owner may have his 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.



Image ID: 00003848808 Type: GEN
Page 58 of 79

BK 6376 PG 524

ARTICLE XX

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

Section 20.1. Community Amenities. Certain amenities including a swimming pool and a community center with meeting rooms, locker rooms, a pool house with restrooms, a tennis court and other facilities (collectively, the "Community Center") have been constructed on the PGC Property. 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 mechanical facilities located on the ground floor of the pool house by the Master Association). In addition to the Community Center, construction of which is complete, Declarant may (but is not obligated to) construct other recreational facilities on the PGC Property. The Community Center and other facilities are referred to herein as the "Community Amenities".

20.1.1. Community Amenities Membership Fund. Each Initial Third Party Purchaser shall be obligated to pay a nonrefundable contribution of Four Thousand Five Hundred Dollars (\$4,500.00) to 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 and maintenance of the PGC Trails, the OSRA, and other recreational facilities and any other obligation delegated to the Master Association. This 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 20.1.4 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. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account established by the Master Association Declarant for this purpose. 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. Upon completion of construction and the repayment of the indebtedness incurred to finance the construction 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 and any other obligation delegated to the Master Association; provided, however, that if at such time construction of the PGC Trails and/or the OSRA has not been completed, the Declarant shall be entitled to use such remaining balance to fund construction of the PGC Trails and/or the OSRA. If after completion of the PGC Trails and the OSRA there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

20.1.2. 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.

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

(a) To permit use of the Community Amenities by members of the Golf Course, subject to (i) payment at this time 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.

(b) To permit use of the Community Amenities by members of the public, subject, however, to (i) payment at this time 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.

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

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

20.1.4. 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 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 annual installments in addition to the 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.

20.1.5. PGC Trails and OSRA. The Declarant may draw upon the CAM Fund to defray the cost of constructing the PGC Trails and the OSRA. 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 Community (if any) shall be owned by the Association. Whether financed by CAM Fund contributions 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 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 20.2. 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 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.

Section 20.3. Bed and Breakfast; Hotel/Motel; Hotel/Conference Center; Time Share Units. The Declarant or an affiliate shall have the right, but not the obligation, to construct a bed and breakfast facility, a hotel/motel and/or a hotel and conference center ("**Hotel/Conference Center**") on portions of the PGC Property. The PGC Ordinance currently limits a bed and breakfast to a maximum of twelve (12) transient rental units, and a hotel/motel or Hotel/Conference Center may contain not more than three hundred (300) lodging rooms. Any such facilities may be located proximate to the Community, but would not be included within the Community. 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 may also be expected to contain conference and meeting facilities, and 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 20.4 Intentionally Omitted.

Section 20.5. Public Water and Sewer System. The PGC, including the Community, will be served by public water and sewer systems (respectively, the "**Water**



System” and the “Wastewater System”) consisting of wells, water storage, treatment and supply facilities, water and sewer lines, fire hydrants and wastewater pumping and treatment facilities.

20.5.1. Construction, Operation and Maintenance. The Declarant has entered into agreements with the Aqua Pennsylvania, Inc. (“**Aqua**”) providing for the operation of the Water System, and Aqua Pennsylvania Wastewater Company, Inc. (“**Aqua WW**”) providing for the operation of the Wastewater System (collectively, the “**Water and Sewer Agreements**”). Pursuant to the Water and Sewer Agreements, the Declarant is obligated to construct: (i) in multiple phases, all water and sewer lines serving the PGC Communities; (ii) in multiple phases, the wastewater pumping and treatment facilities; (iii) one well; and (iv) raw water lines and the raw water treatment facility. The first phase of the water and sewer lines, first phase of the wastewater pumping and treatment facilities, well, and raw water lines and treatment facility are referred to herein as the “**Phase I Facilities**”. The Phase I Facilities have been conveyed to Aqua or Aqua WW, as appropriate, and are operational. Also pursuant to the Water and Sewer Agreements, Aqua has constructed supplemental water storage facilities, including a water tank or tower, and one (1) well (the “**Phase II Facilities**”), which have also been conveyed to Aqua. Aqua and Aqua WW will be responsible for ongoing operation and Maintenance of the Water System and Wastewater System, respectively; however, the Declarant will warrant the Phase I Facilities and Phase II Facilities for two years following conveyance to Aqua or Aqua WW, as applicable. The water and sewer service lines that serve individual Units will be maintained in accordance with the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws.

20.5.2. Regulation; Service. Aqua and Aqua WW (an Aqua affiliate) are public utility companies regulated by the Pennsylvania Public Utility Commission (“**PUC**”). Rates charged to Water System and Wastewater System customers are subject to PUC regulation. Billing and service will be provided directly by Aqua and Aqua WW. For the period ending three and one-half (3 ½) years after completion of development of the PGC Communities on the PGC Property (up to a maximum of thirteen and one-half (13 ½) years), the System will serve the PGC exclusively; thereafter, it may be extended to serve other developments by mutual agreement of the Declarant and Aqua or Aqua WW, as applicable.

ARTICLE XXI

CONVERTIBLE REAL ESTATE

Section 21.1. Reservation. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period or such longer period of time as may be permitted by law from time to time, 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, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. 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. There are no other limitations on this option to convert Convertible Real Estate. If all or any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Convertible Real Estate in Declarant's sole discretion, and shall be subject to the provisions of Article XXIII hereof.

Section 21.2. Assurances. If the Convertible Real Estate is converted, the Units created 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 Cumberland Township and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit configuration, the description or location of any Dwellings or other buildings or 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 sixty (60) Units, subject to amendment or modification of the Subdivision Plan. Any buildings to be constructed upon Units created by the conversion of Convertible Real Estate shall be architecturally compatible (but not necessarily the same) with the buildings and Units on other portions of the Community. No assurances are given with respect to size, quality of construction or materials. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created by the conversion of Convertible Real Estate, although there may be some differences in the restrictions applicable to different types of Units, and/or 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 created by the conversion of the Convertible Real Estate and already existing Units shall be recalculated as required by Section 2.1 hereof.

ARTICLE XXII

WITHDRAWABLE REAL ESTATE

Section 22.1. Reservation to Withdraw. The Declarant hereby explicitly reserves an option, until the expiration of the Development Period or such longer period of time as may be permitted by law from time to time, 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, the holder or insurer of any Security Interest in any Unit, or any other party whatsoever. 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. 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 unless Units were created upon the Withdrawable Real Estate prior to withdrawal, in which case, the Allocated Interests and votes in the Association of the withdrawn Units shall



be reallocated to the remaining Units in the Community in proportion to the respective interests and votes of those Units before the withdrawal. In the event that the Declarant withdraws 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. If any portion of the Additional Real Estate is added to the Community, it may be added in whole or in part as Withdrawable Real Estate, in Declarant's sole discretion, and shall be subject to the provisions of Article XXIII.

Section 22.2. Easements Regarding Withdrawable Real Estate. If and when Withdrawable Real Estate is withdrawn from the Community in accordance with the provisions of this Declaration, reciprocal easements, including but not limited to the following, 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 Community, on the other hand:

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

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

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

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

22.2.5. Prior to withdrawing Withdrawable Real Estate, the Declarant shall execute and record a Declaration of Reciprocal Easements creating the rights above and others as may be reasonably necessary, subject, *inter alia*, to the following conditions:

(a) 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;

(b) Any party exercising the easement right to install utility facilities over, under or through the Community 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 Community by the owners and occupants thereof;



(c) The party exercising such easement right, at its sole cost, shall promptly restore the Community to its original condition;

(d) 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.

(e) The party exercising any easement right shall indemnify and hold harmless all other owners within the Community and/or the owners of the withdrawn Withdrawable Real Estate, as the case may be, 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 in this section 22.2.

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, provided that at least eighty percent (80%) of the affirmative votes are allocated to Units not owned by the Declarant or a 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]



Image ID: 000003848816 Type: GEN
Page 66 of 79

BK **6376** PG **532**

IN WITNESS WHEREOF, Declarant and Fee Owner, intending to be legally bound hereby have duly executed this Declaration, as of this 8th day of May, 2018.

ATTEST:

Mark D. Maginnis

By:
Title:

FEE OWNER:
RAK-BLK LIMITED PARTNERSHIP,
a Pennsylvania limited partnership
BY: KLEIN VENTURES, LLC, its general partner

Richard A. Klein

By: Richard A. Klein
Title: MANAGER

WITNESS:

Mark D. Maginnis

DECLARANT:
THE LINKS AT GETTYSBURG LAND
COMPANY, INC., a Pennsylvania corporation

Richard A. Klein

By: Richard A. Klein
Name: Richard A. Klein
Title: Pres



Image ID: 000003848817 Type: GEN
Page 67 of 79

BK 6376 PG 533

CONSENT

On this 8th day of May, 2018:

The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company ("Homes") has executed this Consent to the Declaration of Covenants and Restrictions for Cumberland Crossing 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 Homes as a consenting party to the Declaration, a Builder, and as a purchaser of Units.

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

ATTEST:

The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company:

By: *Mark J. Maginnis*
Name:
Title:

By: *[Signature]*
Name: *Richard A Klein*
Title: *Manager*



Image ID: 000003848818 Type: GEN
Page 68 of 79

BK 6376 PG 534

CONSENT

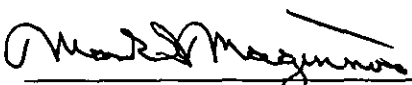
On this 8th day of May, 2018:

The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company ("Homes") has executed this Consent to the Declaration of Covenants and Restrictions for Cumberland Crossing 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 Homes as a consenting party to the Declaration, a Builder, and as a purchaser of Units.

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

ATTEST:

The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company:

By: 
Name:
Title:

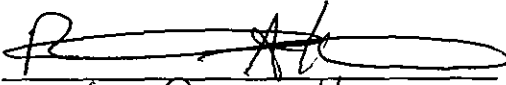
By: 
Name: Richard A Klen
Title: Manager



Image ID: 000003848819 Type: GEN
Page 69 of 79

BK 6376 PG 535

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF DAUPIN : SS:
 :

On this, the 8th day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of THE LINKS AT GETTYSBURG LAND COMPANY, INC., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained as officer of said corporation.

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

Lisa R. Barker
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa R. Barker, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Nov. 5, 2020

(SEAL)

Image ID: 000003848820 Type: GEN
Page 70 of 79
BK 6376 pg 536

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF DAUPHIN :

On this, the 8th day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Manager of Klein Ventures, LLC, general partner (the "Partner") of RAK-BLK Limited Partnership, a Pennsylvania limited partnership, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of the Partner of said limited partnership.

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

Lisa R. Barker
Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa R. Barker, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Nov. 5, 2020



Image ID: 000003848821 Type: GEN
Page 71 of 79

BK 6376 PG 537

COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF DAUPHIN

On this, the 8th day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Richard A Klein, who acknowledged himself to be the Manager of The Links of Gettysburg Homes, LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of said limited liability company.

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

Lisa R. Barker
Notary Public

(SEAL)

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa R. Barker, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Nov. 5, 2020



Image ID: 000003848822 Type: GEN
Page 72 of 79

BK 6376 PG 538

COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF DAUPHIN

On this, the 8th day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Manager of High Performance Homes, LLC, a Pennsylvania limited liability company, and that he as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Manager of said limited liability company.

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

Lisa R. Barker
Notary Public

(SEAL)

My Commission Expires:

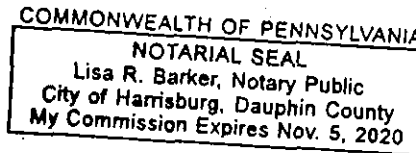


Image ID: 000003848823 Type: GEN
Page 73 of 79

BK 6376 PG 539

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PC REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Cumberland Township, Adams County, Pennsylvania, more particularly bounded and described as Lot 1 on that certain Subdivision Plan recorded in the Office of the Recorder of Deeds in and for Cumberland County at Book 44, Page 98.



Image ID: 000003848824 Type: GEN
Page 74 of 79

BK 6376 PG 540

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

Unit Number	Allocated Interest (%)	Number of Votes
Phase 1		
17	20%	1
19	20%	1
22	20%	1
23	20%	1
27	20%	1
Total (5 Units)	100%	5



Image ID: 000003848825 Type: GEN
Page 75 of 79

BK **6376** PG **541**

EXHIBIT "C"

PLATS AND PLANS

The Plats and Plans for Cumberland Crossing At The Links At Gettysburg, A Planned Community, consisting of seven (7) pages dated May 3, 2018, as revised, 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.



Image ID: 000003848826 Type: GEN
Page 76 of 79

BK **6376** PG **542**

EXHIBIT "D"

LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Cumberland Township, Adams County, Pennsylvania, more particularly described on Exhibit A to this Declaration, EXCEPTING THEREOUT AND THEREFROM Phase I as more particularly bounded and described on the Plats and Plans for Cumberland Crossing At The Links At Gettysburg, A Planned Community, attached to this Declaration as Exhibit C.



Image ID: 000003848827 Type: GEN
Page 77 of 79

BK **6376** PG **543**

EXHIBIT "E"

LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

ALL THOSE CERTAIN pieces, parcels or tracts of land situate in Cumberland Township, Adams County, Pennsylvania, more particularly described on Exhibit A to this Declaration, EXCEPTING THEREOUT AND THEREFROM Phase I as more particularly bounded and described on the Plats and Plans for Cumberland Crossing At The Links At Gettysburg, A Planned Community, attached to this Declaration as Exhibit C.



Image ID: 000003848828 Type: GEN
Page 78 of 79

BK **6376** PG **544**

EXHIBIT "F"

LEGAL DESCRIPTION OF THE PGC PROPERTY

(1) ALL THAT CERTAIN tract or parcel of land situate in Mt. Joy Township, Adams County, Pennsylvania, being particularly bounded and described as the "PGC Property" in that certain Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community, recorded in Adams County Record Book 4231, Page 60, and

(2) The PC Real Estate

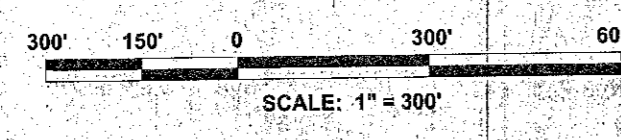
UNDER AND SUBJECT to all conveyances of record, to all covenants, conditions, restrictions, rights-of-way, easements and agreements of record, and to matters which a physical inspection or survey of the said PGC Property would disclose.



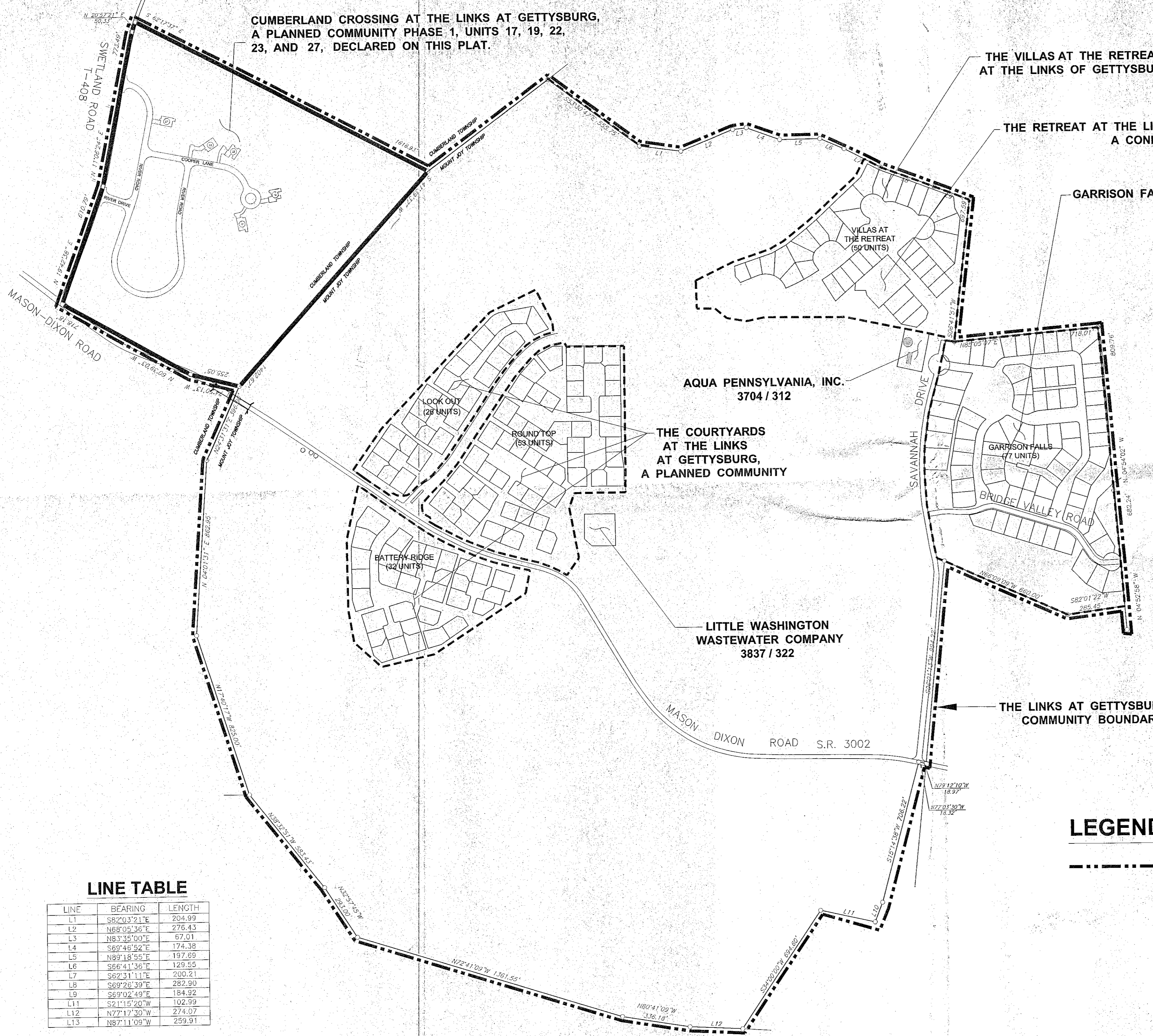
Image ID: 000003848829 Type: GEN
Page 79 of 79

BK **6376** PG **545**

FILE: 1625 (CUMBERLAND CROSSING) / 1625-LDP / LDP-SET / LDP-ded-1.dwg



CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG,
A PLANNED COMMUNITY PHASE 1, UNITS 17, 19, 22,
23, AND 27, DECLARED ON THIS PLAT.



LINE TABLE

LINE	BEARING	LENGTH
L1	S82°03'21"E	204.99
L2	N68°05'36"E	278.43
L3	N83°35'00"E	67.01
L4	S69°45'52"E	174.38
L5	N89°18'55"E	197.68
L6	S64°11'36"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	S71°15'20"W	102.79
L11	S71°15'20"W	274.02
L12	N77°12'50"W	274.02
L13	N87°11'09"W	259.91

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C2	2830.00'	695.03'	693.29'	N 15°31'09" W	14°04'18"	349.27'

LEGEND

----- THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY PROPERTY (PGC)

EXHIBIT C TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CUMBERLAND CROSSING AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY

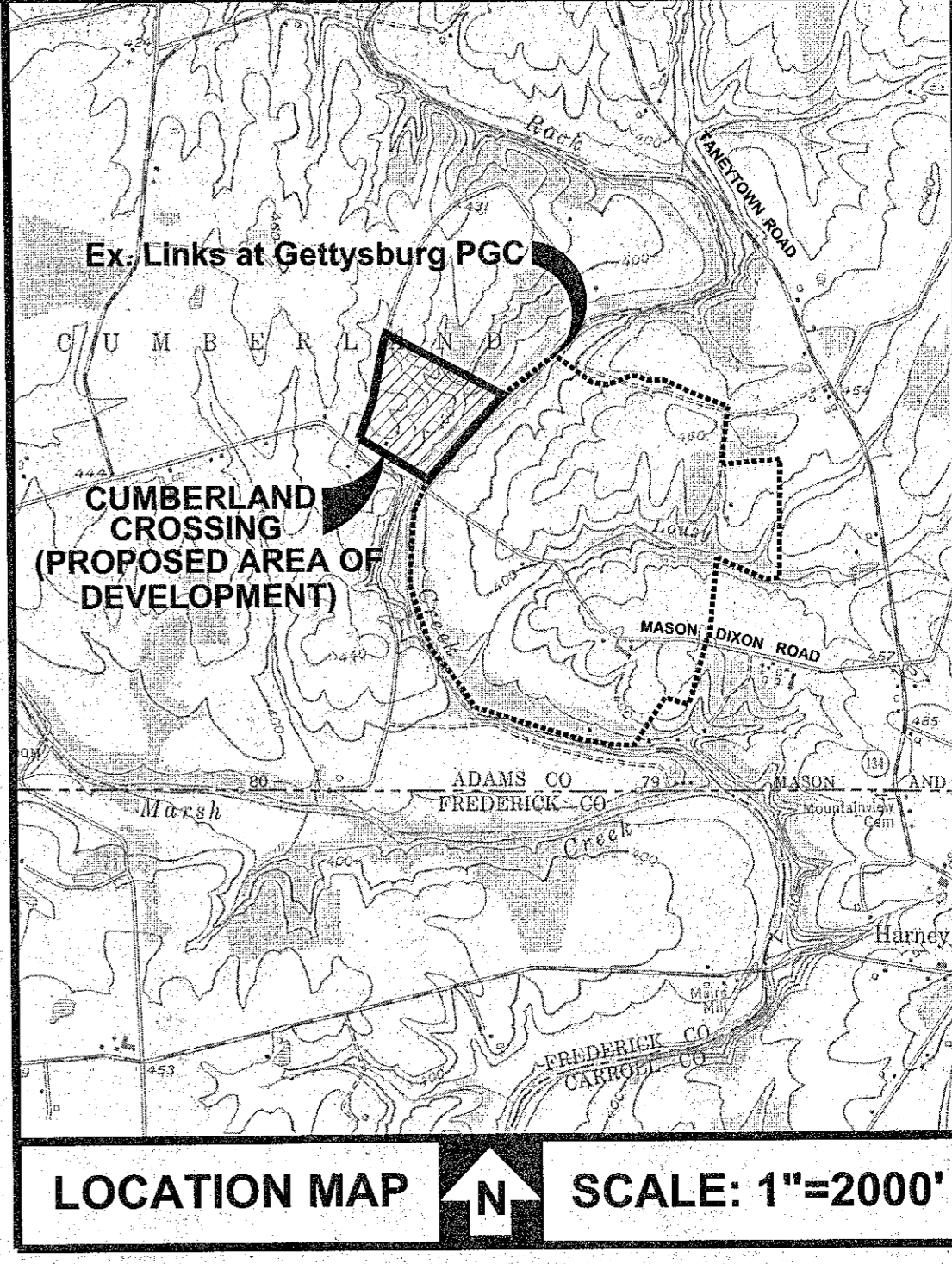
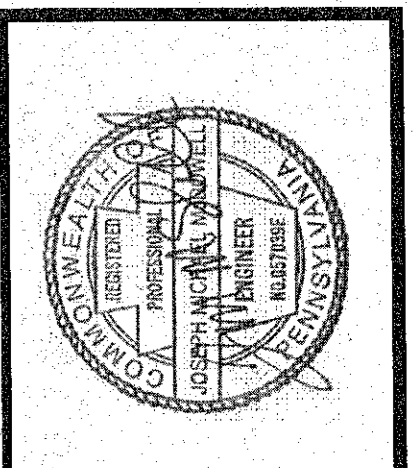


Image ID: 00000848701 Type: dEN
Recorded: 05/09/2018 at 12:05:02 PM
Fee Amt: \$170.50 Page 1 of 79
Entry# 201800004995
Adams County, PA
Karen Hefflin Register and Recorder
BK 6376 Pg 467

SEE SHEET 2 OF 7 FOR EASEMENTS
AFFECTING PHASE 1 OF CUMBERLAND
CROSSING AT THE LINKS AT GETTYSBURG



DATE	REVISION	NO.

ADAMS COUNTY
CUMBERLAND TOWNSHIP
DECLARATION PLAT
CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG
"PHASE 1 - CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG"
PENNSYLVANIA

MMI martin and martin incorporated
37 south main street • suite A
chambersburg, pennsylvania • 17201
phone: (717) 264-6759
DWL BY: DB
CHK BY: JM
PROJ. NO. 1625
DSN. BY: JM
SCALE: AS SHOWN

Certification

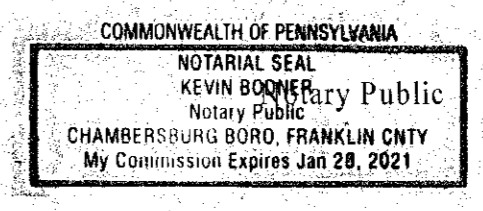
The undersigned, JOSEPH M. M'DOWELL, P.E. being a Registered Professional Engineer (Pennsylvania State License #057039E) independent of The Links at Gettysburg Realty Company, LLC, a Pennsylvania Limited Liability Company, the Declarant for Cumberland Crossing at The Links at Gettysburg, a Planned Community hereby certifies that the Plat to which this certification is affixed contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Joseph M. M'Dowell
Joseph M. M'Dowell, P.E.
5/8/18 Date

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Franklin

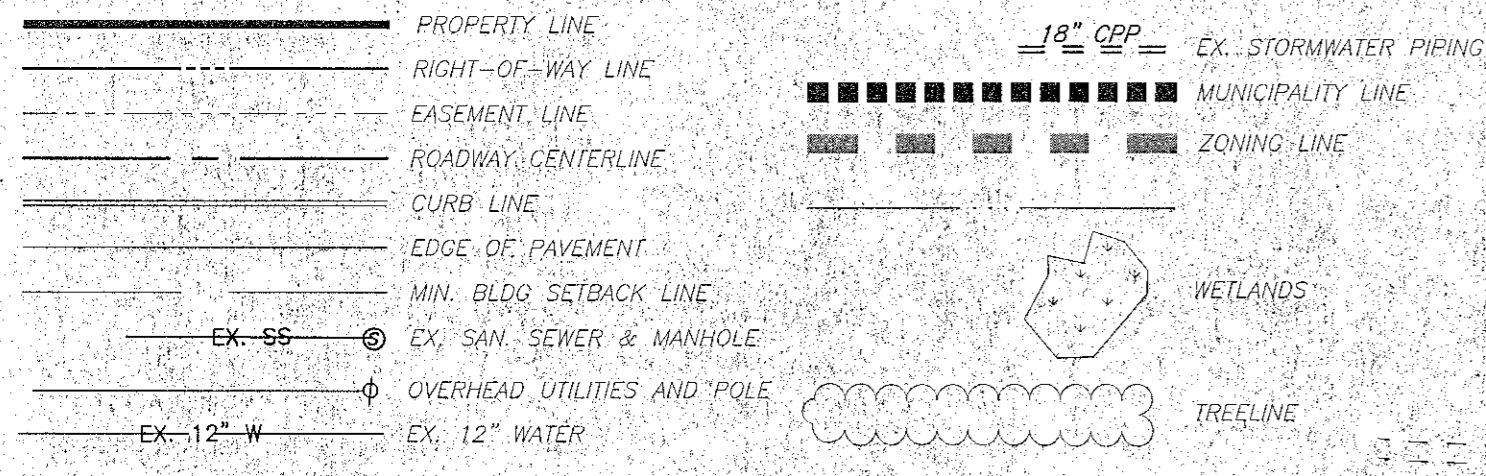
On this, the 8th day of May, 2018, before me, the undersigned officer, personally appeared, Joseph M. M'Dowell, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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



CADD FILE:
1625-LDP-ded-1.dwg
DATE:
MAY 3, 2018
SCALE:
AS NOTED
DRAWING NO.
Page 1 of 7

LEGEND



NOTES:

- 1) THIS DECLARATION PLAT IS EXHIBIT C TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG...
2) THE UNITS CONSTITUTE THE LAND BOX SHOWN HEREON TOGETHER WITH THE IMPROVEMENTS CONSTRUCTED THEREON.
3) EXCEPT FOR THE UNITS, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS LOCATED WITHIN PHASE 1, AND EXCEPT AS OTHERWISE LABELED "MUST BE BUILT"...

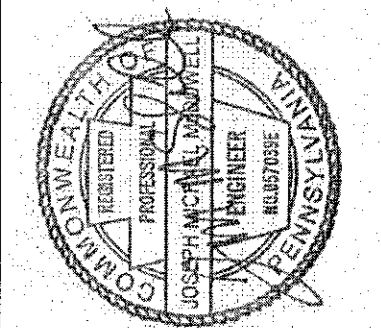
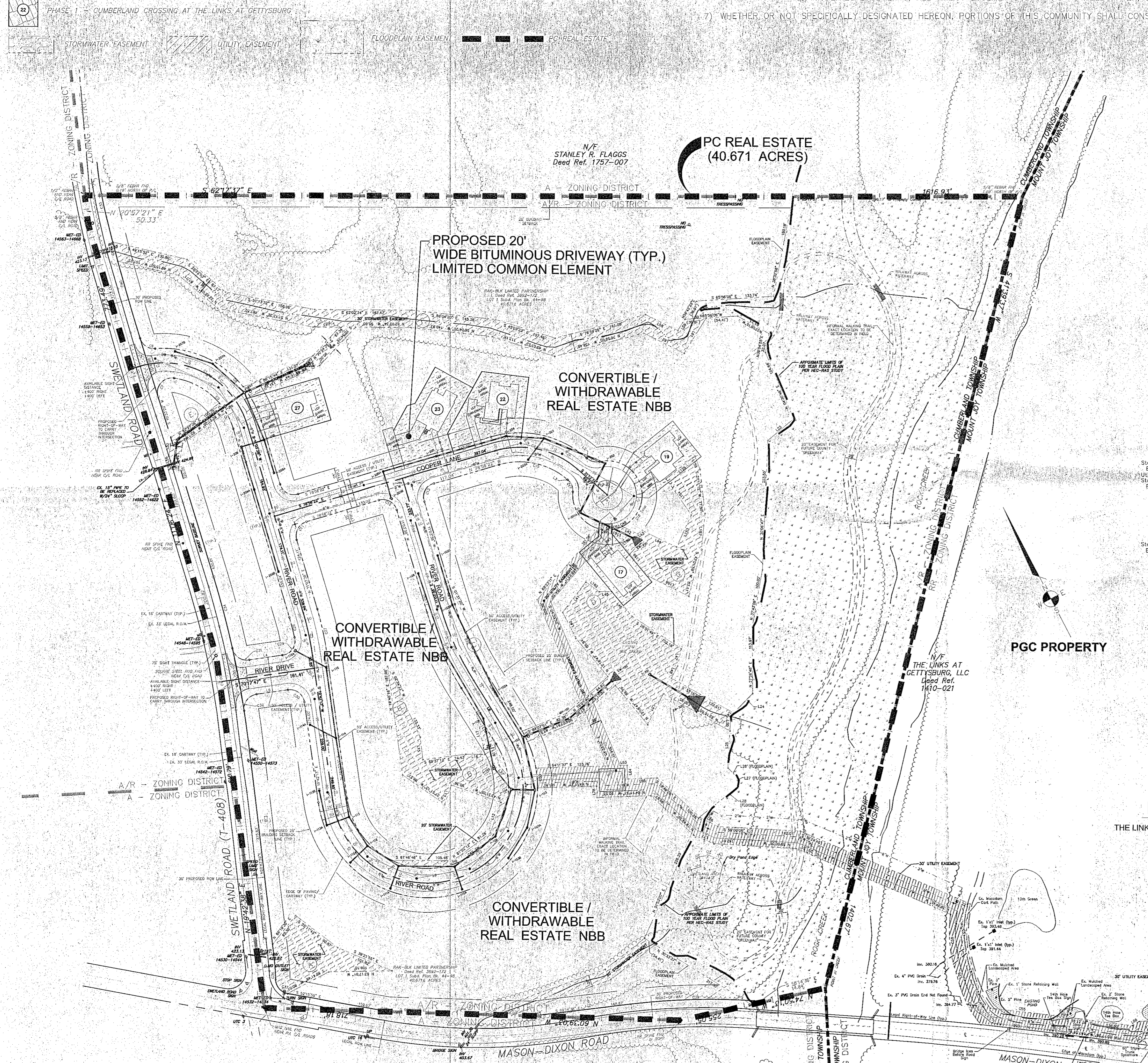


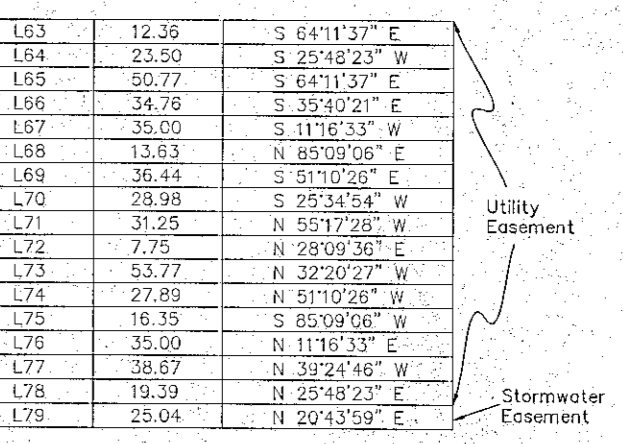
Table with columns: DATE, REVISION, NO.

ADAMS COUNTY
DECLARATION PLAT
CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG
"PHASE 1 - CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG"
PENNSYLVANIA



CURVE TABLE with columns: CURVE, RADIUS, LENGTH, CHORD. Lists curves C1 through C60.

LINE TABLE with columns: LINE, LENGTH, BEARING. Lists lines L1 through L199.



DECLARANT

THE LINKS AT GETTYSBURG LAND COMPANY, INC.
601 MASON DIXON ROAD
GETTYSBURG, PA 17325
PHONE: (717) 359-9928

Certification

The undersigned, JOSEPH M. M'DOWELL, P.E. being a Registered Professional Engineer (Pennsylvania State License #057039E) independent of The Links at Gettysburg Realty Company, LLC, a Pennsylvania Limited Liability Company, the Declarant for Cumberland Crossing at The Links at Gettysburg, a Planned Community hereby certifies that the Plat to which this certification is affixed contains all information required by Section 3210 of the Pennsylvania Uniform Planned Community Act, as amended.

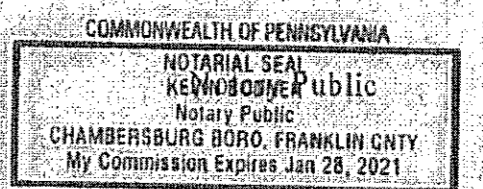
Signature of Joseph M. M'Dowell, P.E.
Date: 5/8/18

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Franklin

On this, the 8th day of May, 2018, before me, the undersigned officer, personally appeared, Joseph M. M'Dowell, known 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.



OVERALL UTILITIES AND IMPROVEMENTS SHOWN HEREON ARE BASED ON DESIGN PLANS AND NOT FROM AS-BUILT CONDITIONS.

CUMBERLAND TOWNSHIP

37 south main street • suite A
chambersburg, pennsylvania • 17201
phone: (717) 264-6759

martin and martin incorporated
PROJ. NO. 1625
DSN. BY: JM

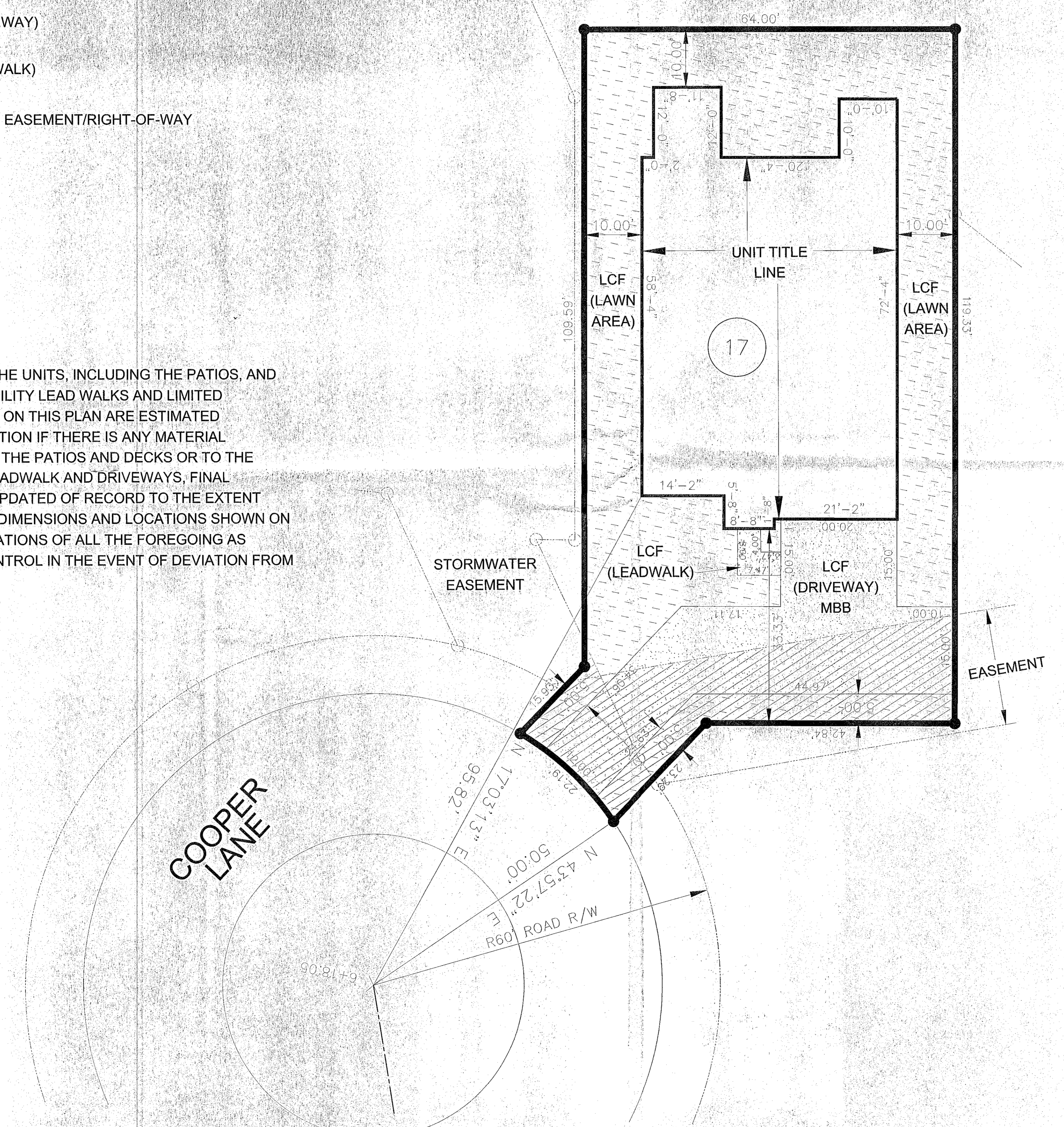
CADD FILE: 1625-LDP-ded-2.dwg
DATE: MAY 3, 2018
SCALE: 1" = 100'

DRAWING NO.

LEGEND

- LCF LIMITED COMMON FACILITY
- LCF (LAWN AREAS)
- LCF (DRIVEWAY)
- LCF (LEADWALK)
- LCF WITHIN EASEMENT/RIGHT-OF-WAY

NOTE:
 THE DIMENSIONS AND LOCATIONS OF THE UNITS, INCLUDING THE PATIOS, AND DECKS, AND THE LIMITED COMMON FACILITY LEAD WALKS AND LIMITED COMMON FACILITY DRIVEWAYS SHOWN ON THIS PLAN ARE ESTIMATED MEASUREMENTS ONLY. UPON COMPLETION IF THERE IS ANY MATERIAL DEVIATIONS TO THE UNITS, INCLUDING THE PATIOS AND DECKS OR TO THE LIMITED COMMON FACILITY SERVICE LEADWALK AND DRIVEWAYS, FINAL MEASUREMENTS WILL BE TAKEN AND UPDATED OF RECORD TO THE EXTENT THEY MATERIALLY DEVIATE FROM THE DIMENSIONS AND LOCATIONS SHOWN ON THIS PLAN. THE DIMENSIONS AND LOCATIONS OF ALL THE FOREGOING AS ULTIMATELY CONSTRUCTED SHALL CONTROL IN THE EVENT OF DEVIATION FROM THESE PLATS AND PLANS.



FILE: 1625 (CUMBERLAND CROSSING) / 1625-LDP / LDP-SET / LDP-ded-3.dwg



NO.	REVISION	DATE

ADAMS COUNTY
 CUMBERLAND TOWNSHIP
 DECLARATION PLAT - UNIT 17
 CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG
 "PHASE 1 - CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG"
 PENNSYLVANIA

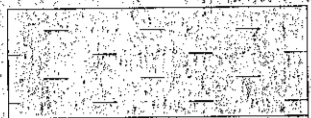
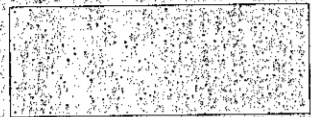
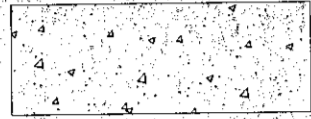
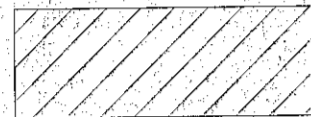
MMI martin and martin incorporated
 phone: (717) 37 south main street • suite A
 264-6759 chambersburg, pennsylvania • 17201

PROJ. NO. 1625 DSN. BY: JM
 DWA. BY: DB CHK. BY: JM

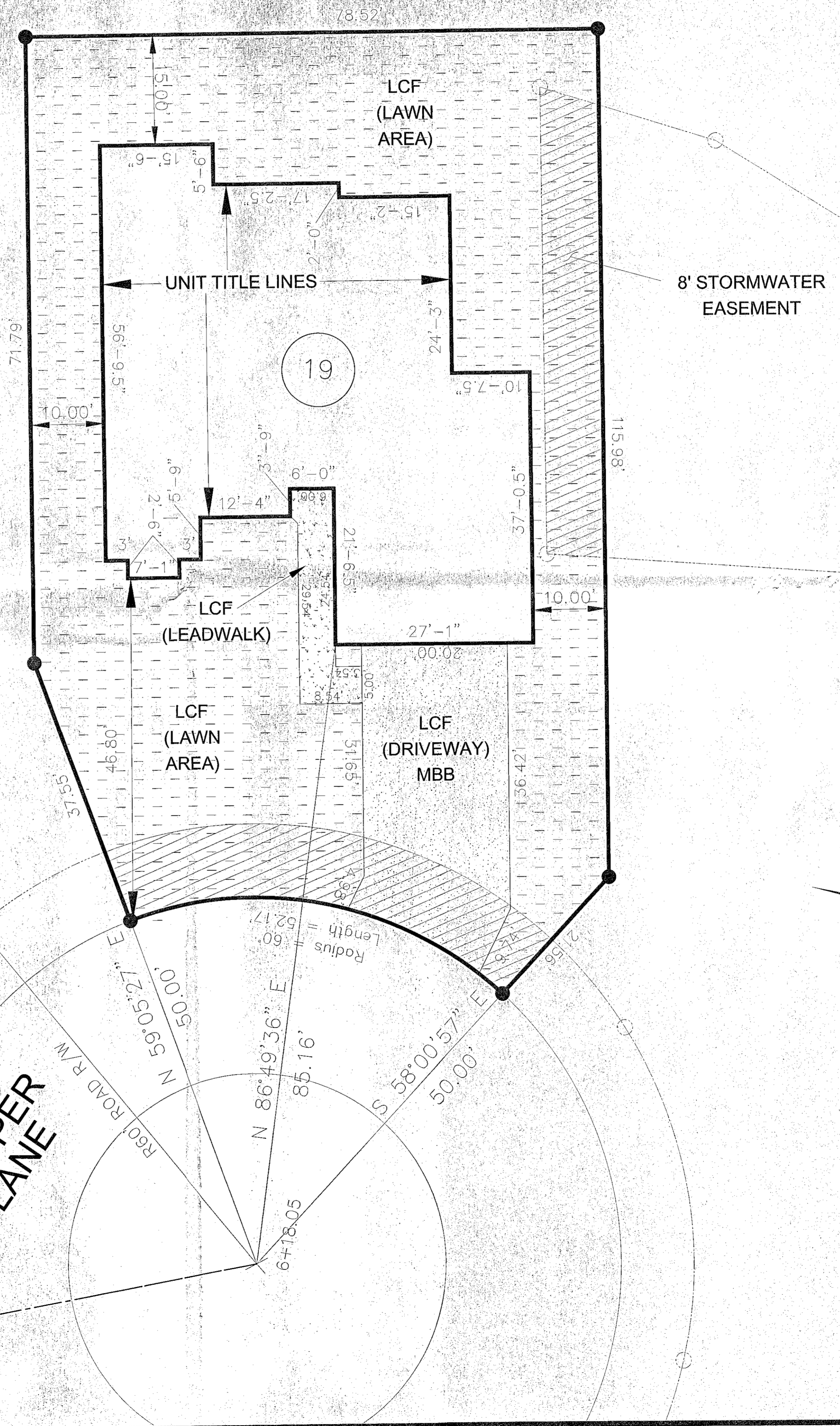
SCALE: 1" = 10'

CADD FILE: 1625-LDP-ded-3.dwg
 DATE: MAY 3, 2018
 SCALE: 1" = 10'

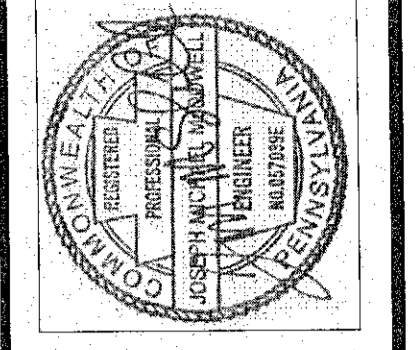
LEGEND

- LCF LIMITED COMMON FACILITY
-  LCF (LAWN AREAS)
-  LCF (DRIVEWAY)
-  LCF (LEADWALK)
-  LCF WITHIN EASEMENT/RIGHT-OF-WAY

NOTE:
 THE DIMENSIONS AND LOCATIONS OF THE UNITS, INCLUDING THE PATIOS, AND DECKS, AND THE LIMITED COMMON FACILITY LEAD WALKS AND LIMITED COMMON FACILITY DRIVEWAYS SHOWN ON THIS PLAN ARE ESTIMATED MEASUREMENTS ONLY. UPON COMPLETION IF THERE IS ANY MATERIAL DEVIATIONS TO THE UNITS, INCLUDING THE PATIOS AND DECKS OR TO THE LIMITED COMMON FACILITY SERVICE LEADWALK AND DRIVEWAYS, FINAL MEASUREMENTS WILL BE TAKEN AND UPDATED OF RECORD TO THE EXTENT THEY MATERIALLY DEVIATE FROM THE DIMENSIONS AND LOCATIONS SHOWN ON THIS PLAN. THE DIMENSIONS AND LOCATIONS OF ALL THE FOREGOING AS ULTIMATELY CONSTRUCTED SHALL CONTROL IN THE EVENT OF DEVIATION FROM THESE PLATS AND PLANS.



FILE: 1625 (CUMBERLAND CROSSING) / 1625-LDP / LDP SET / LDP-ded-4.dwg



DATE	REVISION	NO.

ADAMS COUNTY
 CUMBERLAND TOWNSHIP
DECLARATION PLAT - UNIT 19
CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG
 "PHASE 1 - CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG"
 PENNSYLVANIA

MMI martin and martin incorporated
 37 south main street • suite A
 chambersburg, pennsylvania . 17201
 phone: (717) 264-6759

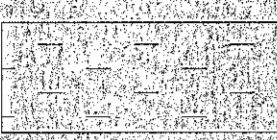
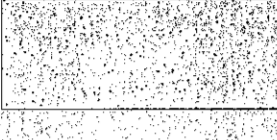
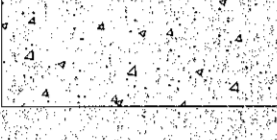
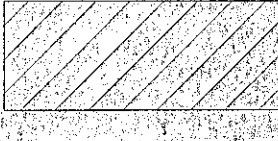
PROJ. NO. 1625
 DSN. BY: JM
 DWN. BY: DB
 CHK. BY: JM

SCALE: 1" = 10'

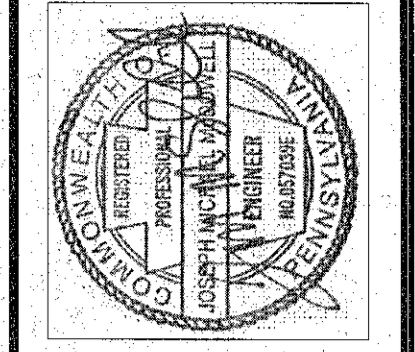
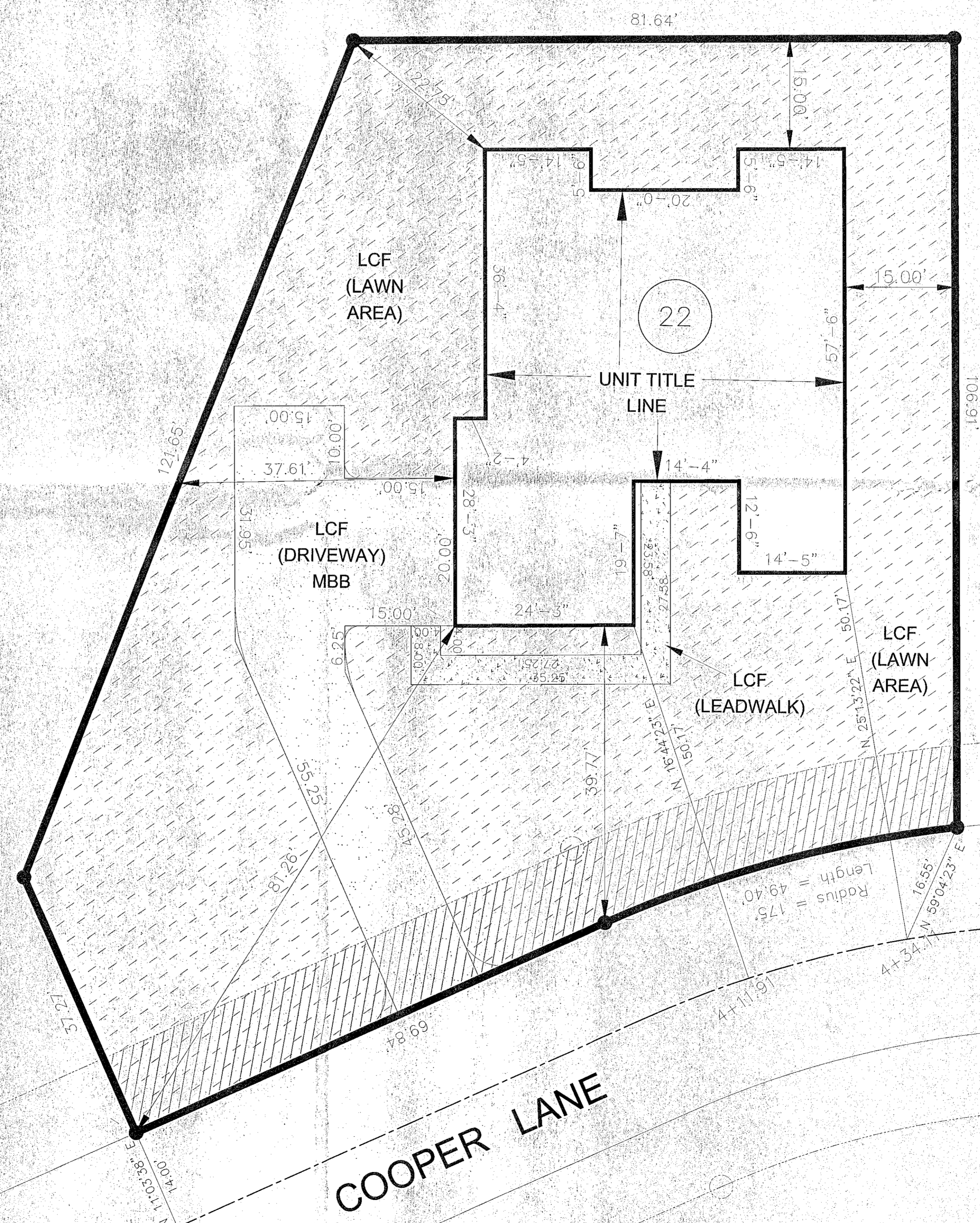
CADD FILE:
 1625-LDP-ded-3.dwg
 DATE:
 MAY 3, 2018
 SCALE:
 1" = 10'
 DRAWING NO.
Page 4 of 7

FILE: 1625 (CUMBERLAND CROSSING) / 1625-LDP / LDP-SET / LDP-dec-5.dwg

LEGEND

- LCF LIMITED COMMON FACILITY
-  LCF (LAWN AREAS)
-  LCF (DRIVEWAY)
-  LCF (LEADWALK)
-  LCF WITHIN EASEMENT/RIGHT-OF-WAY

NOTE:
 THE DIMENSIONS AND LOCATIONS OF THE UNITS, INCLUDING THE PATIOS, AND DECKS, AND THE LIMITED COMMON FACILITY LEAD WALKS AND LIMITED COMMON FACILITY DRIVEWAYS SHOWN ON THIS PLAN ARE ESTIMATED MEASUREMENTS ONLY. UPON COMPLETION IF THERE IS ANY MATERIAL DEVIATIONS TO THE UNITS, INCLUDING THE PATIOS AND DECKS OR TO THE LIMITED COMMON FACILITY SERVICE LEADWALK AND DRIVEWAYS, FINAL MEASUREMENTS WILL BE TAKEN AND UPDATED OF RECORD TO THE EXTENT THEY MATERIALLY DEVIATE FROM THE DIMENSIONS AND LOCATIONS SHOWN ON THIS PLAN. THE DIMENSIONS AND LOCATIONS OF ALL THE FOREGOING AS ULTIMATELY CONSTRUCTED SHALL CONTROL IN THE EVENT OF DEVIATION FROM THESE PLATS AND PLANS.



NO.	REVISION	DATE

ADAMS COUNTY
 CUMBERLAND TOWNSHIP
 DECLARATION PLAT - UNIT 22
 CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG
 "PHASE 1 - CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG"
 PENNSYLVANIA

MMI martin and martin incorporated
 37 south main street • suite A
 chambersburg, pennsylvania . 17201
 phone: (717) 264-6759

PROJ. NO. 1625
 DSN. BY: JMI
 DWL. BY: DB
 CHK. BY: JMI

Scale: 1" = 10'
 0 5 10 15 20'

CADD FILE: 1625-LDP-dec-3.dwg
 DATE: MAY 3, 2018
 SCALE: 1" = 10'
 DRAWING NO.
 Page 5 of 7

