

**DECLARATION OF DEED COVENANTS FOR
THE LINKS AT GETTYSBURG PGC PRESERVED OPEN SPACE**

This Declaration (the "Declaration") is made and entered into as of July 23, 2003, effective as of July 25, 2003 (the "Effective Date") by and between **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company, record owner; and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company, equitable owner (together "Declarant"), and **THE TOWNSHIP OF MOUNT JOY**, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania (the "Township").


B A C K G R O U N D

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

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

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

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Adams County, PA
Patsy S. Gochenauer Recorder of Deeds
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D. Section 110.28(38.1)(c)[1](e) of the PGC Ordinance requires that a deed covenant be recorded against all preserved open space within a PGC.

E. The Preserved Open Space constitutes and comprises the preserved open space for the PGC Property.

F. The Declarant wishes to impose deed covenants upon the Preserved Open Space and to grant the following rights and powers to the Township with respect thereto.

NOW, THEREFORE, with intent to be legally bound, the parties hereto agree and covenant as follows:

1. Covenants. Declarant hereby subjects the Preserved Open Space to the terms and covenants set forth in this Declaration.

2. Maintenance.

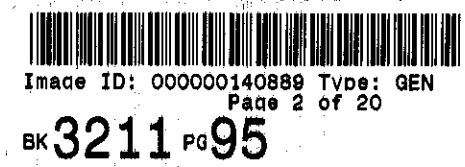
(a) Declarant covenants and agrees that the Preserved Open Space shall be preserved and maintained as:

(i) a golf course and uses compatible therewith (collectively, "Golf Course Uses"), and/or

(ii) other active and passive recreation area(s), including without limitation, viewing areas, view sheds, woods, forests, wetlands, open fields and nature preservation areas.

(b) If the Golf Course and/or active recreation area(s) cease, for any reason, to be operated and/or used for such uses, such areas shall be used and operated as passive recreation areas and as no other use (with the exception of crop farming) unless and until:

(i) such other use of such area(s) is approved by the Township; and



(ii) if required by the Township, any such areas that are approved by the Township for such other use is replaced with other active or passive recreation areas in an acreage equal to the acreage of the areas for which the Township approved such other use.

Notwithstanding the foregoing, if any golf course and/or other active recreation area has ceased to be used and/or operated for such use, the owner(s) of such area(s) may, without obtaining approval from the Township, resume use of such area as that use had existed on the date on which such area ceased to be used and/or operated for such use.

3. Subdivision and Nonrecreational Development. The subdivision and non-recreational development of the Preserved Open Space shall be prohibited; provided, however, that the Declarant may substitute portions of the Preserved Open Space (the "Replaced Lands") with other lands (the "Substituting Lands") provided that:

(a) the acreage of the Substituting Lands is equal to or greater than the acreage of the Replaced Lands; and

(b) a deed covenant prohibiting the subdivision and non-recreational development of such Substituting Lands is recorded.

4. No Responsibility of Township. The Declarant, and each and every legal or equitable owner, tenant, or any other person or entity whomsoever, expressly acknowledges and agrees that the Township shall have no responsibility, obligation or duty to maintain the Preserved Open Space or any other portion of the PGC Property that has not been dedicated to and accepted by the Township.




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5. Homeowner Associations. Declarant or subsequent owners of designated areas within the PGC Property intend to develop portions thereof for residential and/or permitted commercial uses (each such area, a "Community") and to form one or more homeowners or property owners associations (each such homeowner a "Unit Owner" and each such association a "Property Owners Association").

6. Master Association. Declarant shall create a master association for the PGC Property (the "Master Association") in accordance with Section 110.28(38.1)(c)[1](k) of the PGC Ordinance, Section 5222 of the Pennsylvania Uniform Planned Community Act (the "Act") and Section 3222 of the Pennsylvania Uniform Condominium Act (the "Condominium Act"). The Master Association shall be responsible for (a) the maintenance of the Open Space Recreation Area (as hereinafter defined), (b) the maintenance, repair and replacement of the OSRA Improvements (as hereinafter defined), (c) the cost of maintaining the portion of the PGC Trails (as hereinafter defined) located in the Preserved Open Space, (d) the maintenance of the portion of the PGC Trails located in the Communities, (e) the cost of maintaining any entrance signs used jointly by the Golf Course, a hotel and conference center constructed on the PGC Property, if any (the "Hotel/Conference Center"), and any planned community or condominium located on the PGC Property, together with any landscaping appurtenant thereto, and (f) the establishment of reserves for the future maintenance, repair and replacement of the aforementioned facilities. The Master Association shall further have the power to assess the cost of performing the aforementioned duties and responsibilities against the members of the Master Association, and such other powers as are enumerated in the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"). The Master Association may also have other powers, if such powers are delegated to the Master


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Association by one or more Property Owners Associations pursuant to Section 5302(a)(18) of the Act.

7. PGC Trails.

(a) A system of walking paths (the "PGC Trails") shall be installed and maintained within the PGC Property. Declarant shall have the right to relocate the PGC Trails to the extent they are located within the Preserved Open Space if and to the extent necessary to facilitate the harmonious and safe usage of the PGC Trails and the Golf Course, so long as such relocation does not materially adversely diminish the overall length of the PGC Trails and access thereto for the owners and occupants of a Community.

(b) Declarant hereby grants each owner and occupant of a Community, and the guests and invitees of the Hotel/Conference Center, the right to utilize the PGC Trails for pedestrian walking purposes, subject to:

(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the PGC Trails are situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the PGC Trails are located within such Community.

(iii) Each Property Owners Association, at its expense, maintaining the PGC Trails within its Community in a good, safe and attractive condition.



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(iv) The Declarant maintaining the PGC Trails that are located within the Preserved Open Space in a good, safe and attractive condition, at the expense of the Master Association, subject to the duty and obligation of the owner of the Hotel/Conference Center to reimburse the Master Association for its proportionate share of the cost thereof.

8. Open Space Recreation Area.

(a) An Open Space Recreation Area (the "OSRA") shall be constructed and maintained within the PGC Property. Construction of the OSRA shall begin no later than the completion of the eightieth (80th) Unit in The Courtyards At The Links At Gettysburg, A Planned Community, and shall be completed no later than ten (10) months thereafter. The Declarant shall initially install certain children's recreational equipment, such as swings, seesaws or similar equipment, benches, and other recreational equipment and facilities (the "OSRA Improvements") within the OSRA. Notwithstanding the foregoing, the Declarant shall have the right to relocate the OSRA, subject to obtaining the prior consent of the Township and the Property Owners Association for any Community into which Community the Declarant wishes to place the OSRA.

(b) Declarant hereby grants each owner and occupant of a Community the right to utilize the OSRA for normal and appropriate recreational purposes, subject to:



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(i) Such reasonable rules and regulations as shall be promulgated from time to time by the Declarant to the extent the OSRA is situate within the Preserved Open Space.

(ii) Such reasonable rules and regulations as shall be promulgated by the Property Owners Association for the Community to the extent the OSRA is located within such Community.

(iii) The Master Association, at its expense, shall have the responsibility for the maintenance of the OSRA, and the repair, maintenance and replacement of the OSRA Improvements, in a good, safe and attractive condition,.

9. Insurance.

(a) The Master Association shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within the Preserved Open Space arising out of any negligent act or omission of the Master Association, Declarant, their agents, employees or contractors, or out of a breach by Declarant of any obligation imposed upon Declarant by the terms of this Declaration.

(b) The cost of the insurance maintained by the Master Association pursuant to Subsection (a) immediately above shall be assessed against the members of the Master Association in accordance with the Master Association Declaration.



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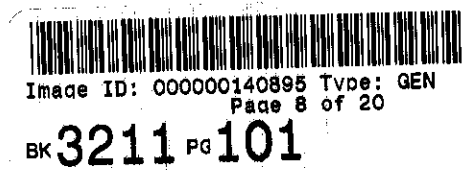
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(c) Each Property Owners Association, at its expense, shall maintain public liability insurance in commercially reasonable amounts insuring against injury or death to persons, or damage to property, suffered or incurred in connection with the use of those portions of the PGC Trails and/or the OSRA located within its Community, arising out of any negligent act or omission of such Property Owners Association, its members, agents, employees or contractors, or out of a breach by such Property Owners Association of any obligation imposed upon such Property Owners Association by the terms of this Declaration.

10. Disclaimer.

(a) Nothing contained in this Declaration shall create any rights in and to the Preserved Open Space, the PGC Trails or the OSRA, in any Property Owners Associations, any Unit Owners, any owners of other portions of a Community, or any other party whatsoever, except as expressly otherwise provided in Sections 7 and 8 above.

(b) Without limiting the generality of the foregoing, the Declarant makes no representations regarding the future use or uses of the Golf Course by Declarant or any successor owner. Neither the Master Association, nor any Property Owners Association, nor any Unit Owner, nor any owner of any other portion of a Community, nor any other person, gains any property right, ownership interest or other right, title or interest in the Golf Course, nor any right to use or obtain membership in the Golf Course by virtue of ownership of a residential unit or any other portion of the PGC Property, or otherwise as an incidence or appurtenance to being a member of the Master Association or a



Property Owners Association or being a Unit Owner or the owner of any other property interest within the PGC Property .

11. Additional/Withdrawable Preserved Open Space. As of the Effective Date, the Preserved Open Space consists of those tracts or parcels of land described by metes and bounds on Exhibit B attached hereto. If, and only to the extent that, the Township approves a revised subdivision and/or land development plan or otherwise grants appropriate municipal approval to a change in the boundaries of the Preserved Open Space (e.g., the submission of Substituting Land, and the removal of Replaced Land), the references to Preserved Open Space in this Declaration shall thereafter refer to the modified Preserved Open Space. At the request of Declarant or the Township, both parties shall execute and record in the Office of the Recorder of Deeds in and for Adams County an amendment to this Declaration setting forth the revised boundaries for the Preserved Open Space in accordance with Paragraph 14 below.

12. Enforcement by the Township.

(a) The deed covenants set forth in this Declaration shall expressly inure to the benefit of the Township, and the Township shall have the right, but not the duty, to enforce the provisions of this Declaration.

(b) Prior to exercising any enforcement or other rights hereunder, the Township shall provide the Declarant with written notice describing in reasonable detail any alleged failure of the Declarant to fulfill its obligations hereunder (a "Declarant Default"), and shall provide the Declarant with a reasonable period of time within which to cure the Declarant Default before the Township exercises its enforcement rights or performs any work to cure the subject of the alleged Declarant Default.



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13. Approval. The Township hereby approves of the contents of this Declaration and acknowledges that it complies with the requirements of the PGC Ordinance and the approvals granted by the Township with respect to the PGC Property.

14. Amendment. Except as expressly otherwise provided herein or in the PGC Ordinance, this Declaration may be amended only by a further written document executed by the Declarant and the Township and recorded in the Office of the Recorder of Deeds in and for Adams County. Declarant and Township reserve the right to amend the provisions of this Declaration, without the consent or approval of any other persons or parties whatsoever, including but not limited to any Property Owners Association, any Unit Owner, any owner of other portions of the PGC Property or the Master Association.

15. Successor and Assigns.

(a) The terms and covenants set forth in this Declaration shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, as well as all subsequent property owners within the PGC Property and their respective heirs, personal representatives, successors and assigns. Subject to modification as specifically permitted herein, this Declaration shall run with every portion of the land constituting the PGC Property.

(b) The term "Declarant" when used in this Declaration shall mean the owner from time to time of the Preserved Open Space. The Declarant shall be released from all obligations and liabilities accruing under this Declaration subsequent to the date that Declarant conveys title to the Preserved Open Space to a third party. Such third party shall immediately



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and automatically become the Declarant under this Declaration subject to all of the rights and obligations imposed upon the Declarant by this Declaration.

(c) The deed covenants set forth in this Declaration shall be specifically set forth or incorporated by reference hereto in all deeds to and leases of all or any part of the Preserved Open Space executed by the Declarant as identified in Subsection (b) immediately above.

IN WITNESS WHEREOF, the undersigned have executed this Declaration by its duly authorized representatives with intent to be legally bound.

ATTEST:

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

By *Patricia A. Kennedy*
Patricia A. Kennedy, Secretary

By *Richard A. Klein*
Richard A. Klein, President

WITNESS:

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

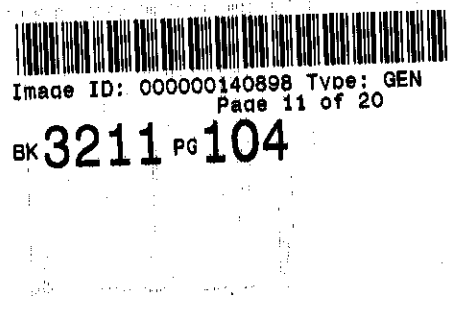
By *Richard A. Klein*
Richard A. Klein, Managing Member

ATTEST:

TOWNSHIP OF MOUNT JOY
ADAMS COUNTY, PENNSYLVANIA
By Its Board of Supervisors

By: *Brenda J. Constable*
Name: BRENDA J. CONSTABLE
Title: SECRETARY

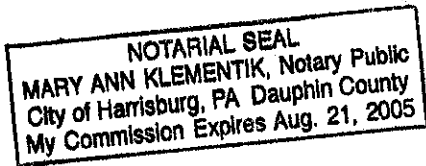
By: *James W. Waybright*
Name: JAMES W. WAYBRIGHT
Title: CHAIRMAN



COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be: (1) the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company ("Links"); and (2) the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company ("Realty"), and that he as such officer, being authorized to do so, executed the foregoing instrument in his capacity of President of the Links and as Managing Member of Realty respectively for the purposes therein contained.

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



Mary Ann Klementik
Notary Public

(SEAL)

My Commission Expires:



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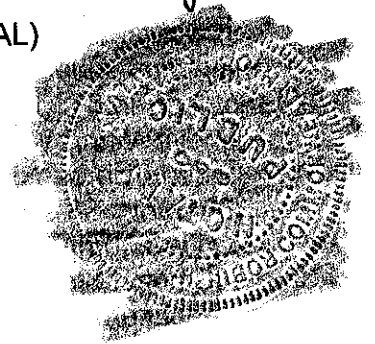
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 23rd day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared James W. Waybright, who acknowledged him self to be the Chairman of the Board of Supervisors of THE TOWNSHIP OF MOUNT JOY, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, and that he as such officer being authorized to do so, executed the foregoing instrument as such officer for the purposes therein contained.

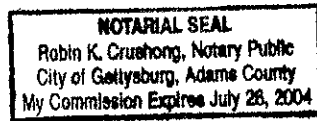
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Robin K. Crushong
Notary Public

(SEAL)



My Commission Expires:



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EXHIBIT A

BK 3211 PG 107

LEGAL DESCRIPTION OF THE PGC PROPERTY

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

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

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

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

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

AND The Links At Gettysburg, L.L.C. entered into an unrecorded Option Agreement dated June 28, 2001 with The Links At Gettysburg Realty Company, L.L.C.

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



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EXHIBIT B

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LEGAL DESCRIPTION OF THE PRESERVED OPEN SPACE

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

Tract 1:

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

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

Tract 2:

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

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

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seconds East a distance of 104.07 feet; thence North 10 degrees 02 minutes 41 seconds West a distance of 250.85 feet; thence North 10 degrees 14 minutes 09 seconds West a distance of 253.76 feet; thence North 00 degrees 47 minutes 02 seconds East a distance of 227.37 feet; thence North 23 degrees 19 minutes 33 seconds West a distance of 153.15 feet; thence North 41 degrees 49 minutes 31 seconds West a distance of 141.09 feet; thence along the southern line of Clubhouse Drive South 33 degrees 39 minutes 18 seconds West a distance of 340.48 feet; thence by a curve to the right having a radius of 1,230 feet and a chord bearing of South 39 degrees 03 minutes 15 seconds West, an arc distance of 231.82 feet; thence South 44 degrees 27 minutes 13 seconds West a distance of 100.46 feet; thence South 05 degrees 36 minutes 23 seconds East a distance of 45.65 feet; thence by a curve to the left having a radius of 1,487.96 feet and a chord bearing of South 57 degrees 06 minutes 01 second East, an arc distance of 45.00 feet; thence South 32 degrees 02 minutes 00 seconds West a distance of 20.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along same by a curve to the right having a radius of 1,507.96 feet and a chord bearing of North 56 degrees 20 minutes 35 seconds West, an arc distance of 85.46 feet; thence continuing along same North 54 degrees 43 minutes 10 seconds West a distance of 137.18 feet; thence leaving Mason Dixon Road North 35 degrees 16 minutes 50 seconds East a distance of 20.00 feet; thence South 54 degrees 43 minutes 10 seconds East a distance of 30 feet; thence North 84 degrees 52 minutes 01 second East a distance of 53.30 feet; thence North 44 degrees 27 minutes 13 seconds East a distance of 66.61 feet; thence North 53 degrees 54 minutes 12 seconds East a distance of 87.27 feet; thence by a curve to the left having a radius of 1,170 feet and a chord bearing of North 38 degrees 05 minutes 00 seconds East, an arc distance of 180.86 feet; thence North 33 degrees 39 minutes 18 seconds East a distance 340.48 feet; thence by a curve to the right having a radius of 1,380 feet and a chord bearing of North 38 degrees 17 minutes 45 seconds East, an arc distance of 223.55 feet; thence by a curve to the right having a radius of 305.00 feet and a chord bearing of North 61 degrees 10 minutes 17 seconds East, an arc distance of 194.14 feet; thence North 10 degrees 35 minutes 38 seconds West a distance of 49.36 feet; thence North 26 degrees 34 minutes 44 seconds West a distance of 71.02 feet; thence North 24 degrees 52 minute 21 seconds West a distance of 106.80 feet; thence South 60 degrees 17 minutes 44 seconds West a distance of 196.10 feet; thence South 49 degrees 31 minutes 09 seconds West a distance of 224.49 feet; thence South 43 degrees 46 minutes 39 seconds West a distance of 144.16 feet; thence South 45 degrees 05 minutes 08 seconds West a distance of 458.36 feet; thence South 35 degrees 16 minutes 50 seconds West a distance of 250.00 feet to a point on the northern right of way line of Mason Dixon Road aforementioned; thence continuing along Mason Dixon Road the following two (2) courses and distances: (1) North 54 degrees 43 minutes 10 seconds West a distance of 182.57 feet; and (2) by a curve to the left having a radius of 8,860.51 feet and a chord bearing of North 56 degrees 20 minutes 55 seconds West a distance of 503.89 feet; thence leaving Mason Dixon Road North 24 degrees 31 minutes 31 seconds East a distance of 36.69 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of Stanley R. Flagggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to a point on at corner of lands now or formerly of Gene T. Walker (360-371), said point being the point and place of BEGINNING.

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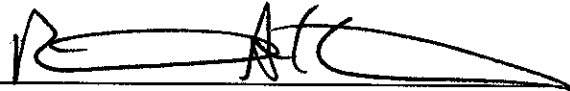
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JOINDER

The undersigned, being the record owners of certain real property located within the perimeter of real property described in the DECLARATION OF DEED COVENANTS FOR THE LINKS AT GETTYSBURG PGC PRESERVED OPEN SPACE dated July 25, 2003, to which this joinder is appended, join in the said document to evidence their consent to the provisions contained therein and to acknowledge that the interest of the undersigned in and to the said real property shall under and subject in all respects to the provisions of the document to which this joinder is appended. The real property of the undersigned is more particularly described a deed to the undersigned dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

WITNESS:



Richard A. Klein

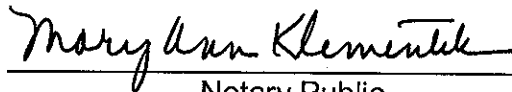
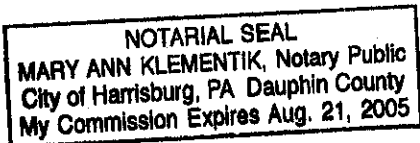


Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the 25th day of July, 2003, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared **Richard A. Klein and Bonni L. Klein**, husband and wife, known to me or satisfactorily proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



Notary Public

(SEAL)



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