
SUPPLEMENTAL PUBLIC OFFERING STATEMENT

FOR

GARRISON FALLS

AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

AND

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

NAME OF PLANNED COMMUNITIES: Garrison Falls at the Links at Gettysburg, a Planned Community (“Community”); The Links at Gettysburg Planned Golf Community

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

NAME OF MASTER ASSOCIATION DECLARANT: The Links at Gettysburg, L.L.C. and The Links at Gettysburg Realty Company, L.L.C.

PRINCIPAL ADDRESS OF DECLARANT AND MASTER ASSOCIATION DECLARANT: 601 Mason-Dixon Road
Gettysburg, Pennsylvania 17325

NAME OF BUILDER: D.R. Horton, Inc. – New Jersey (“Builder”)

PRINCIPAL ADDRESS OF BUILDER: 181 Harry S. Truman Parkway; Suite 250
Annapolis, Maryland 21401

EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT: January 18, 2023

THIS SUPPLEMENT TO DECLARATION IS INTENDED TO PROVIDE THE PURCHASER WITH UPDATED INFORMATION ABOUT THE GARRISON FALLS COMMUNITY. THIS SUPPLEMENT SHOULD BE READ IN

CONJUNCTION WITH THE PUBLIC OFFERING
STATEMENT DATED FEBRUARY 1, 2006.

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

- (a) The Plats and Plans (in reduced size), which are a graphical depiction of the real estate comprising the Community together with the Units and Common Elements being created under the Declaration (collectively, the “Property”) (such depiction being the “Plats and Plans”);
- (b) The Declaration of Covenants and Restrictions for Garrison Falls at the Links at Gettysburg, a Planned Community and the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments thereto (together, the “Declaration”) that the Declarant has recorded;
- (c) The Bylaws of Garrison Falls Homeowners Association (“Association”), which provide for the governance of the Association (“Bylaws”);
- (d) The Rules and Regulations of Garrison Falls at the Links at Gettysburg, a Planned Community (“Rules and Regulations”);
- (e) The proposed 2023 budget for the Association and the 2023 budget for the Master Association;
- (f) The proposed form of Agreement of Purchase for the purchase of a Unit in the Community (“Agreement of Purchase”);
- (g) The Amended and Restated Declaration of Master Association for The Links at Gettysburg Planned Golf Community and the First, Second and Third Amendments thereto (together, the “Master Association Declaration”) that the Declarant has recorded;
- (h) The Amended and Restated Bylaws of The Links at Gettysburg Master Association (“Master Association Bylaws”);
- (i) The Declaration of Access Drive and Entrance Sign Easement that the Declarant has recorded, together with any amendments thereto (“Access Drive and Entrance Sign Easement”);
- (j) The Declaration of Propane Facilities Easement and the First through Sixth Amendments thereto that the Declarant has recorded (together with any additional amendments, the “Propane Facilities Easement”);
- (k) The Operations and Maintenance Agreement Stormwater Best Management Practices, the form of which is appended hereto and which is intended to be recorded;
- (l) The PCSM Plan dated August 10, 2005, last revised April 9, 2006;
- (m) Propane Gas Distribution Plan;

- (n) Architectural Guidelines;
- (o) The 2022 Membership Plans for The Links at Gettysburg; and,
- (p) Builder Warranties.

4. THE BUILDER

The Builder of homes (“Dwellings”) to be constructed on the Unimproved Units in the Community is D.R. Horton, Inc. – New Jersey (“DRH”). DRH’s principal address is 181 Harry S. Truman Parkway; Suite 250; Annapolis, Maryland 21401.

Declarant will be responsible for the construction of infrastructure and other improvements located within the Common Elements of the Community.

5. GENERAL DESCRIPTION OF THE PLANNED COMMUNITY

A. Description of the Community

The Community will be developed in phases. The Builder will construct Dwellings on Units numbered 22, 23, 24, 29, 30, 31, 34, 65 through 71, and 73. The Community will ultimately consist of seventy-seven (77) Units. Sixty-eight (68) Units have been built to date. The Community is located on a tract of land containing a total of approximately 29.39 acres (the “Property”), and is accessible from Mason-Dixon Road, a public road, located in Mount Joy Township, Adams County, Pennsylvania.

The Community is located on The Links at Gettysburg Planned Golf Community Property (“GC Property”) as shown on the Plats and Plans. It is presently anticipated that other PGC Communities will be constructed on the PGC Property, as more fully explained in the Public Offering Statement.

B. Description of the Units

Each Unit in the Community will consist of a detached single-family home constructed by the Builder. The homes are available in several different models. The homes will be one and two-story dwellings, and every home will have at least a two-car garage and may also have basements. Each Unit will have a paved driveway and will be professionally landscaped. The homes will front directly on streets within the Community.

D. Community Amenities and Other Recreation Facilities

Unit Owners in the Community and other PGC Communities shall have the use of certain community amenities. These include a swimming pool and a community center with meeting rooms, locker rooms, restrooms, and other facilities (collectively, the "Community Center"). The

Community Center will be owned, operated and maintained by the Master Association (except for the pool house, which will remain part of the Preserved Open Space, subject to an easement permitting use of the mechanical facilities located on the ground floor of the pool house by the Master Association). Declarant has constructed tennis courts on the PGC Property, and may (but is not obligated to) construct other recreational facilities. The Community Center and tennis court and other facilities are referred to herein as the "Community Amenities."

After the third anniversary of purchase of a Unit, owners shall be required to pay a mandatory annual assessment to be entitled to use the Community Amenities. Thereafter, Initial Third Party Purchasers will be entitled to use the Community Amenities upon payment of a mandatory annual assessment to be determined by the Master Association. This annual assessment, which shall be a Common Infrastructure Expense, shall be payable in annual installments. It shall be equal to the Unit's share of the annual cost of operation and Maintenance of the Community Amenities, as determined pursuant to the provisions of the Master Association Declaration. Subsequent Unit Purchasers may also use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his non-use of the Community Amenities. The Community Amenities are discussed in detail in Section 19.1 of the Declaration and Section 10.1 of the Master Association Declaration.

The PGC may include a Hotel/Conference Center, as described below. Although the Hotel/Conference Center, when and if built, will have its own swimming and tennis facilities, the Declarant has reserved the right in the Declaration to permit guests of the Hotel/Conference Center and owners of Time Share Units to use the Community Amenities, subject to an obligation on the part of the Hotel/Conference Center owner to reimburse the Master Association for a portion of the Community Amenities' operating and Maintenance costs.

The Declarant has further reserved the right to permit members of The Links at Gettysburg, an 18-hole golf course (the "Golf Course") to use the Community Amenities, subject to (i) payment of an annual membership fee, (ii) compliance with the rules and regulations for the Community Amenities established by the Master Association, and (iii) annual review of membership by the Master Association, with the right to terminate any or all such memberships after such review in its sole discretion. The Declarant has also reserved a similar right with respect to members of the public, subject, however, to (i) payment an annual membership fee, (ii) compliance with the rules and regulations for the Community Amenities, (iii) approval of membership by the Master Association, and (iv) annual review of membership by the Master Association, with the right to terminate any or all such memberships after such review in its sole discretion.

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

(iii) both, or (iv) otherwise by the Declarant. The Preserved Open Space is discussed more fully below.

The PGC includes The Links At Gettysburg, an 18-hole golf course with clubhouse, pro shop, restaurant and lounge, and practice driving and putting facilities (the "Golf Course"). The Golf Course also forms part of the Preserved Open Space. Ownership of a Unit in the Community does not entitle the Unit Owner to membership in or use of the Golf Course. However, use of the Golf Course shall be available to all Unit Owners on a club membership or daily fee basis, subject to compliance with the Golf Course rules and regulations applicable to the public at large. Such daily or membership fees are payable to the Golf Course owner and are in addition to, and unrelated to, any assessments payable by Unit Owners in the PGC to the Association or Master Association.

6. FLEXIBLE PLANNED COMMUNITY; CONVERTIBLE AND WITHDRAWABLE REAL ESTATE

The Declarant anticipates that upon completion of all phases of construction, the Community will consist of seventy-seven (77) Units. Sixty-eight (68) dwellings have been constructed to date.

E. Management Agreement

The Association does not presently intend to enter into a management agreement with a property management firm. Initially, principals or employees of the Declarant will be responsible for performing and/or overseeing the day-to-day operations of the Community pursuant to the instructions of the Executive Board at no charge to the Association. The Association presently engages Dennis Bowman, t/d/b/a Red Stone Financial Services, to provide accounting and related financial services for a fee of Four Thousand Two Hundred Dollars (\$4,200) per year.

The Master Association has entered into a similar arrangement with Red Stone Financial Services to provide accounting and related financial services for a fee of Six Thousand Dollars (\$6,000) per year. Both the Association and the Master Association have the right to terminate these arrangements without cause by giving not less than thirty (30) days' notice.

F. Propane Facilities Easement.

The location of access easements on lots for installing, operating, repairing and replacing Propane Facilities are shown on the Propane Gas Distribution Plan attached hereto as Exhibit "M".

J. Architectural Guidelines.

The Association has adopted Architectural Guidelines which are attached as Exhibit "N".

7. **PLANNED COMMUNITY HOMEOWNERS ASSOCIATION AND MASTER ASSOCIATION FINANCIAL MATTERS**

The monthly assessments levied against each Unit will be comprised of Common Expense assessments payable to the Association and Common Infrastructure Assessments payable to the Master Association as described herein.

The 2023 budget for the Association is attached in the exhibit portion of this Public Offering Statement ("Community Budget"). The 2023 budget provides for assessments in the amount of \$185 per month.

The Community Budget contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. The amount of the payment into the reserves for the Year 2023, as reflected in the Community Budget, is projected to be Zero Dollars (\$0.00).

Similar budgets for the Master Association are also included in the Exhibits portions of this Public Offering Statement (each, a "Master Association Budget"). The Master Association Budget provides for annual assessments per home in the \$385. The Master Association Budget also contains provisions for the creation of reserves for future repairs and replacements and capital expenditures. The amount of the payment into reserves as reflected in the budget for 257 Units is Twenty-one Thousand Eight Hundred Twelve Dollars (\$21,812.00).

Certain services not reflected in the Community Budget that the Declarant currently provides or expenses that it currently pays which Declarant expects may become at any subsequent time a Common Expense of the Association include: trash pickup and costs involved in providing landscaping sprinkler service (primarily electric and water consumption costs).

The Golf Course Owner currently pays 50% of the cost of maintenance of Clubhouse Drive and the Master Association pays for the other 50%.

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

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

8. WARRANTIES PROVIDED BY THE DECLARANT AND THE BUILDER

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

As to each Unit, the Builder warrants against structural defects, such two-year warranty to begin on the date each Unit is conveyed by Builder to a purchaser. In addition, Builder offers each original purchaser a limited 10-year warranty against major structural defects in accordance with Exhibit "P" attached hereto and made a part hereof. To the extent there is any conflict between the additional warranty and the warranty required by Section 5411(b) of the Uniform Planned Community Act, the provisions of the Uniform Planned Community Act shall control.

Except for warranties provided pursuant to the Act, **DECLARANT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PLANNED COMMUNITY AND/OR THE UNIT AND/OR IMPROVEMENTS CONSTRUCTED THEREON, AND DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY THE ACT.** By accepting a Deed to a Unit, a Unit purchaser acknowledges and accepts such disclaimer and agrees to waive any and all rights such purchaser may have by virtue of any of such representations and warranties.

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

A. Community Amenities Membership Fund

Each purchaser of a Unit shall be required to pay an initial non-refundable contribution to the CAM Fund of Five Thousand Dollars (\$5,000) at the closing for the Unit. This fund will be used to construct and maintain the Community Amenities, and may also be used to defray the cost of constructing the PGC Trails and the OSRA. Payment of the contribution shall entitle each Purchaser to three (3) years use of the Community Amenities. Beginning in the fourth year of membership, each Purchaser shall be entitled to use the Community Amenities upon payment of such annual assessment, which shall be a Common Infrastructure expense, and which shall be in

addition to the monthly Common Infrastructure Expense assessments levied against each Unit by the Master Association. Subsequent Dwelling Unit Purchasers shall be entitled to use the Community Amenities upon payment of the annual assessment in the same manner. No Unit Owner shall be permitted to avoid payment of the annual assessment on the basis of his or her non-use of the Community Amenities. The Community Amenities and the CAM Fund are described in detail in Section 17.B of the Public Offering Statement, Section 19.1 of the Declaration and Section 10.1 of the Master Association Declaration.

10. AMENDMENTS

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

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

Exhibit “A”

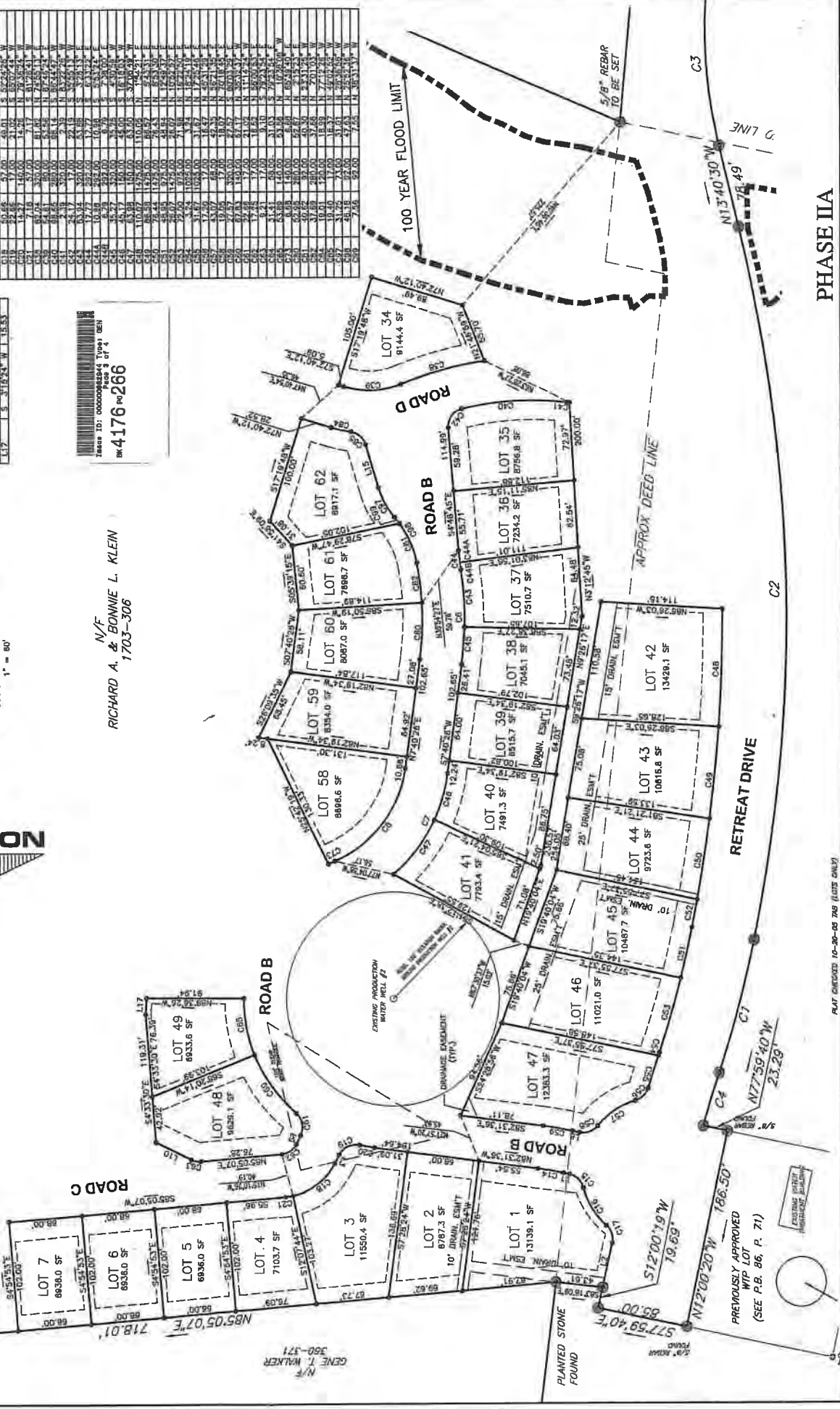
Plats and Plans



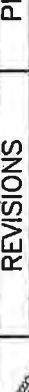
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C2	100.01	100.00	100.00	N 31.611° E
C3	113.96	110.00	106.92	N 37.213° E
C4	113.96	110.00	106.92	N 37.213° E
C5	110.03	117.00	110.07	N 45.938° E
C6	110.03	117.00	110.07	N 45.938° E
C7	115.00	100.00	100.00	N 50.522° E
C8	115.00	100.00	100.00	N 50.522° E
C9	117.00	110.00	106.92	N 37.213° E
C10	117.00	110.00	106.92	N 37.213° E
C11	120.00	120.00	120.00	N 45.000° E
C12	120.00	120.00	120.00	N 45.000° E
C13	120.00	120.00	120.00	N 45.000° E
C14	120.00	120.00	120.00	N 45.000° E
C15	120.00	120.00	120.00	N 45.000° E
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N/F
RICHARD A. & BONNIE L. KLEIN
1703-306



PHASE IIA

SHARRAH DESIGN GROUP, INC. Land Surveying & Consulting Services 1270 Fairfield Road, Suite 5 Gettysburg, PA 17325-7246 Tel 717-334-5400 Fax 717-334-0922 © copyright 2005																				<table><thead><tr><th colspan="2">REVISIONS</th><th colspan="2">PLAN PREPARATION</th></tr><tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th><th>DRAWN BY:</th><th>RAS/JMW</th><th>DATE:</th><th>08-19-05</th></tr></thead><tbody><tr><td>1</td><td>10-10-08</td><td>PER BUILDER COMMENTS</td><td>DESIGNED BY:</td><td>RAS</td><td>FILE:</td><td>9924</td></tr><tr><td></td><td></td><td></td><td>CHECKED BY:</td><td>RAS</td><td>DWG. NO.:</td><td>E-655</td></tr><tr><td></td><td></td><td></td><td colspan="4">AUTOCAD FILENAME: GF-PL-11A FINAL</td></tr></tbody></table>										REVISIONS		PLAN PREPARATION		NO.	DATE	DESCRIPTION	DRAWN BY:	RAS/JMW	DATE:	08-19-05	1	10-10-08	PER BUILDER COMMENTS	DESIGNED BY:	RAS	FILE:	9924				CHECKED BY:	RAS	DWG. NO.:	E-655				AUTOCAD FILENAME: GF-PL-11A FINAL				FINAL SUBDIVISION PLAT GARRISON FALLS AT THE LINKS AT GETTYSBURG A PLANNED COMMUNITY DEVELOPMENT MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA										SCALE: AS NOTED SHEET NO. 3 OF 4									
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SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
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Exhibit "B"

Declaration of Covenants and Restrictions
For Garrison Falls
and
First through Seventh Amendments

RECORDERS NOTE:

DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN
MISC. DRAWER IN THE
RECORDER OF DEEDS OFFICE.

PATSY S. GOCHENAUER
RECORDER OF DEEDS

Image ID: 000001002821 Type: BEN
Recorded: 12/05/2005 at 01:03:46 PM
Fee Amt: \$162.50 Page 1 of 75
Instr# 200500028107
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 4231 PG 105

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

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

Date: DECEMBER 2, 2005

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

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EXHIBIT "C"	PLATS AND PLANS
EXHIBIT "D"	LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE
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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

ARTICLE I

SUBMISSION; DEFINED TERMS



Section 1.1. Declarant; Property; County; Name. Richard A. Klein and Bonni L. Klein, husband and wife ("**Declarant**"), owners in fee simple of the real estate described in **Exhibit "A"** attached hereto and made a part hereof ("**Real Estate**"), located in Mount Joy Township (the "**Township**"), Adams County, Pennsylvania, hereby submit the Real Estate, including all easements, rights and appurtenances thereunto belonging and the Dwellings and other improvements erected or to be erected thereon (collectively, the "**Property**") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. ("**Act**"), and hereby create with respect to the Property a flexible planned community to be known as "Garrison Falls At The Links At Gettysburg, A Planned Community" ("**Community**").

Section 1.2. Declarant's Undertakings.

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

1.2.2. The construction of improvements to be built upon the portion of the 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 the Act. It is presently anticipated that construction of the aforesaid improvements will be the responsibility of The Links At Gettysburg Land Company, Inc. ("**Land**"), pursuant to certain agreements between Land and the Declarant. Land is not a Declarant under this Declaration; however, Land has executed the Consent appended to this Declaration to acknowledge and agree that Land: (i) is obligated to construct the aforesaid improvements in accordance with Section 5414(a) of the Act, and (ii) is responsible for providing the warranty against structural defects in accordance with Section 5411 of the Act, with respect to any improvements constructed by Land.

1.2.3. It is expected that title to a Unit will be transferred directly from the Declarant to the third-party purchaser pursuant to a contract between the third party purchaser and the Builder for sale and purchase of the Unit and construction of a Dwelling

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thereon ("**Agreement of Purchase**"). Notwithstanding the foregoing, the Declarant and the Builder reserve, without limitation, the right to modify the manner in which title to Units is transferred to such third-party purchasers as may be required to facilitate development of the Community.

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

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

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

1.3.3. Each Dwelling Unit Purchaser acknowledges and agrees by the acceptance of the deed to the Unit that the Declarant and Land 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 title lines by the Builder or any party other than the Declarant or Land, nor liability under subsections (c) and (d) of Section 5414 of the Act, or otherwise, with respect to substantial completion of the Dwelling or any other improvements constructed within the Unit title lines by the Builder or any party other than the Declarant or Land. Builder agrees by execution of the Consents attached hereto, to indemnify, defend and hold Declarant and Land harmless against any claims, actions, damages, losses, or costs (including, without limitation, reasonable attorneys' fees and costs) arising from, relating to, or connected with Builder's obligations under Sections 5411 and 5414 of the Act.

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



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

1.4.1. Provisions of the Adams County "Clean and Green" Program as contained in Clean and Green Book 4, Page 104.

1.4.2. Rights-of-way granted to _____ recorded in Adams County Record Book 511, Page 867 and Book 511, Page 871.

1.4.3. Provisions of the Mount Joy Township Agricultural Security Area as recorded in Adams County Record Book 534, Page 1017.

1.4.6. 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**").

1.4.7. Restrictions and grants of rights set forth in the Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community dated _____, 2005, by The Links At Gettysburg, L.L.C., as the same may be amended from time to time ("**Master Association Declaration**"), the terms of which shall be deemed approved upon execution of or consent to this Declaration by the Declarant or any consenting party, and which shall be recorded immediately prior to the recording of this Declaration.

1.4.8. 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 ("**Propane Facilities Easement**").

1.4.9. 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 ("**Access Drive and Entrance Sign Easement**").

1.4.10. 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 ("**Water System Easement**").

1.4.11. 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 ("**Wastewater System Easement**").



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1.4.12. Restrictions, conditions, easements, rights-of-way and setbacks set forth on the Phase IIA Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, dated September 19, 2005, last revised on October 20, 2005, and recorded in Adams County Plan Book 89, Page 55 (as amended from time to time, the "**Subdivision Plan**").

Section 1.5. Defined Terms

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

(o) "Community Documents" include the Declaration, Plats and Plans, Bylaws (including the Chart of Maintenance Responsibilities) and Rules and Regulations.

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

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

(r) "Convertible Real Estate" means that portion of the Real Estate described in Exhibit "D" attached hereto and made a part hereof, 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) "Dwelling" means the housing unit and related improvements situate within a Unit.



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(v) "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.

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

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

(y) "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.

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

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

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

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

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

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

(ff) "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.

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



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

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

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

(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 17.1 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 17.2 hereof.

(mm) "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.



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

(oo) "PGC Property" means those certain parcels of real estate more particularly described on **Exhibit "G"** 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.

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

(qq) "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.

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

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

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

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

(vv) "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.

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

(xx) "Subdivision Plan" means the Phase IIA Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, prepared by Robert A. Sharrah, P.L.S., Sharrah Design Group, Inc., dated September 19, 2005, last revised October 20, 2005, and recorded in Adams County Plan Book 89, Page 55, as the same may be amended or modified by the Declarant from time to time in accordance with Mount Joy Township and other governmental requirements.

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(yy) "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.

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

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

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

ARTICLE II

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

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

2.1.1. Attached hereto as **Exhibit "B"** is a list of the first twenty-eight (28) Units being created by the Declarant that sets forth their identifying numbers and the Allocated Interest appurtenant to each such Unit, determined on the basis that all such Units shall be assigned a factor of 1.0. Subject to the provisions of this Section 2.1 and Section 9.2 hereof, a Unit's Allocated Interest shall be calculated by (a) converting a fraction to a decimal 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 2.1.4 hereof.

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

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

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

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

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

ARTICLE III

LIMITED COMMON ELEMENTS; FUTURE ALLOCATION OF COMMON ELEMENTS

Section 3.1. Limited Common Elements. The following portions of the Property 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 driveway serving a Unit that is located outside the title lines of such Unit as shown on the Plats and Plans.

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

3.1.4. Any portion of the Real Estate designated as a Limited Common Element allocated by or pursuant to this Declaration or as shown on the Plats and Plans.

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



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ARTICLE IV

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

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

4.1.1. A Unit Owner:

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

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

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

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

4.1.4. All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any Insurance policies carried by the Association or by the owners of any Units other than those affected by such change. At the discretion of the Executive Board, any such insurance premium increases shall be paid by the Unit Owner(s) whose construction of additions, alterations or improvements resulted in such premium increases.

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

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

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



ARTICLE V

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MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITIES

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

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

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

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

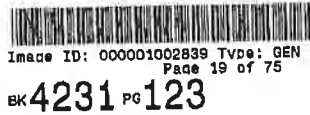
Section 5.5. Chart of Maintenance Responsibilities. The respective responsibilities of the Association and the Unit Owners with respect to maintenance, repair and replacement of the Units, Common Elements and Limited Common Elements are set forth in the "Chart of Maintenance Responsibilities" attached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

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

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

ARTICLE VI

EASEMENTS



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

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

6.1.2. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant and its designees, agents and contractors, and appropriate utility and service companies and governmental agencies or authorities designated by Declarant (including Mount Joy Township and applicable municipal authorities) for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Subsection 6.1.2 shall include, without limitation, rights of the Declarant and its designees, agents or contractors, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace gas lines (including, without limitation, propane gas lines), pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Subsection 6.1.2, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as

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such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or as shown on an approved recorded plan, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

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

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

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

6.1.6. Easement for Encroachments. 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 construction, reconstruction or repair 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 construction, reconstruction or repair will 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.

6.1.7. Temporary Easement for Construction. During such time as the Declarant is conducting construction activities within the Property, the Declarant reserves unto the Declarant and the Declarant's agents, employees and contractors, the right to enter onto the unimproved portions of any Unit within the Community as may reasonably be necessary to facilitate the Declarant's construction, repair or replacement activities, provided however that the Declarant shall take reasonable steps to minimize any



interference with a Unit Owner's use of his or her Unit and shall promptly repair any damage to a Unit resulting from the Declarant's exercise of such rights.

6.1.8. 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.

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

6.1.10. NIDMA Easement. The Association, and if necessary, the Declarant, shall be obligated to grant easements over the Common Elements to a NIDMA as required by the NIDMA for ownership of those NIDMA Facilities located on the Common Elements.

ARTICLE VII

USE RESTRICTIONS



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

7.1.1. Permitted Use. The buildings in the Community (with the exception of any Units during the time period when they are being used by the Declarant or the Builder as a sample, model or sales office) are restricted to residential use and may not be used for any other purpose by the Unit Owner or occupant. Notwithstanding the foregoing, the Executive Board, in its sole and absolute discretion, upon the written request of the Unit Owner (or prospective Unit Owner), may approve other uses of a Unit; provided, however, that any such use approved by the Executive Board pursuant to this Section 7.1.1, which approval shall be in writing and shall conform with the applicable zoning regulations of Mount Joy Township, as the same may be amended from time to time

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

7.1.3. Preservation of Exterior of Units. The Declarant will establish the structural location, architectural style and exterior appearance of each Dwelling and other improvements that are first constructed upon a Unit (whether by the Declarant or its

designee), 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 created and imposed:

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

(b) Except as otherwise approved by Executive Board in accordance with Subsection 4.1.2 and Section 7.2 hereof, exterior masonry elements of all such exposed portions of all Dwelling Units shall remain as first constructed and shall not be painted, covered, enclosed or otherwise obstructed or modified in appearance.

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

7.1.4. Condition of Dwelling. Each Unit Owner shall be solely responsible for maintaining the interior of the Dwelling located on his Unit. Each Unit Owner and the Association shall be responsible for maintaining the exterior of the Dwelling located on such Unit 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.

7.1.5. Landscaping. Each Unit Owner and the Association shall be responsible for maintaining the exterior grounds of such 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.

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

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



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7.1.8. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out-building shall be constructed or used on any Unit at any time as a residence or storage facility, either temporarily or permanently. No motorhome, truck (except for pickup trucks up to one and one half ton size), trailer, camper, boat or similar equipment shall be permitted to remain upon any street within the Community or upon any Unit unless placed or maintained within an enclosed garage, except as permitted by the Rules and Regulations. Notwithstanding the provisions of this Subsection 7.1.8, the Declarant and the Builder may construct and maintain on any Unit temporary buildings, structures and vehicles used for construction and administration purposes for use in connection with the initial construction of improvements on any portion of the Units. The Declarant and (pursuant to certain agreements between the Declarant and the Builder) the Builder may also construct, operate and maintain sales, rental offices and model homes in the Dwellings, in connection with their continuing sales and rental programs.

7.1.9. Satellite Dishes; Antennas.

(a) Subject to Subsection 7.1.9(b) hereof, each Unit Owner may install and maintain on his Unit satellite dishes or other facilities for the receipt of radio or television broadcasts, subject to compliance with the following:

- (i) The satellite dish or other facilities must be of the smallest size reasonably commercially obtainable that will provide radio or television reception;
- (ii) The satellite dish or other facilities may not be located in front of the plane created by the front of the Dwelling;
- (iii) If possible, the satellite dish or other facilities shall not be visible from the street in front of the Dwelling;
- (iv) Without limiting the preceding requirements, the location of such installations must be as unobtrusive as possible, provided reception is of adequate quality in such location;
- (v) The Unit Owner may not install such facilities on or over the Common Elements or any other Unit not within the exclusive use or control of the Unit Owner;
- (vi) The Executive Board, in its sole discretion, may require a Unit Owner to paint or screen any such installation, at the Unit Owner's sole expense, provided that the painting or screening does not invalidate any manufacturer's warranty relating to such installation; and
- (vii) The Unit Owner must submit a plan showing the proposed location and size of the satellite dish or other facilities to the Executive Board at least thirty (30) days prior to the installation thereof for a determination by the Executive Board whether such installation would comply with the



requirements of this Subsection 7.1.9 (subject, however, to the Executive Board's discretion pursuant to Subsection 4.1.2 and Section 7.2 hereof).

(b) In the event that the provisions of Subsection 7.1.9(a) hereof contradict any rulings of the Federal Communications Commission or any other agency having jurisdiction (the "FCC") in effect, the then current rulings of the FCC shall prevail.

7.1.10. Fences. Fences may be constructed by Unit Owners (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 7.2 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.

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

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

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

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

7.1.15. Use of Common Elements. There shall be no obstruction of the Common Elements. Nothing may be placed or stored on the Common Elements without the prior 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.

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

7.1.17. Laws and Ordinances. Each Unit Owner shall promptly comply with all laws, statutes, ordinances, rules and regulations of federal, state or municipal



governments or authorities applicable to the use, occupancy, construction and maintenance of any Unit, including the Dwelling constructed thereon.

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

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

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

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

7.2.1. Any modification of the exterior structural appearance or architectural style of the sides or rear of any Special Approval Unit shall be subject to the unanimous approval of the Golf Course Owner, the Association and the Master Association.

7.2.2. Any change to the exterior colors of the sides or rear of any Special Approval Unit, including roofs and doorways, shall be subject to the unanimous approval of the Golf Course Owner, the Association and the Master Association.

7.2.3. The restrictions on materials imposed by Subsection 7.1.6 hereof shall also apply to the rear and side yards of Special Approval Units. A Unit Owner may submit to the Golf Course Owner a written request for a waiver of



the restrictions imposed by Subsection 7.1.6 as they relate to side and rear yards, approval of which shall be decided unanimously by the Golf Course Owner, the Association and the Master Association.

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

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



ARTICLE VIII

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LEASING

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

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

8.1.2. No lease or rental agreement shall be for 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.

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

8.1.4. A Unit Owner shall deliver a copy of the Declaration, the Bylaws and Rules and Regulations to the Unit Owner's tenant at the time any lease or rental agreement is executed, and the tenant shall sign a receipt therefor. Copies of any amendments to the Declaration, the Bylaws and Rules and Regulations received by the Unit

Owner during the term of the lease shall be forwarded to the tenant upon receipt if the amendment(s) affect the tenant's occupancy of the Unit;

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

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

8.1.7. A copy of such lease or rental agreement 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 8.1.4, shall be furnished to the Executive Board within ten (10) days after execution of the lease;

8.1.8. A Unit Owner 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

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

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

ARTICLE IX

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

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

9.1.1. Expenses of administration and Maintenance of the Common Elements, subject to the provisions of Section 9.2 hereof;

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

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

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

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Section 9.2. Apportionment of Common Expenses.

9.2.1. Subject to the terms of this Subsection 9.2, and except as provided in Section 9.3, all Common Expenses shall be assessed against all Units in accordance with their Allocated Interests as determined in accordance with Section 2.1 hereof. In the event that the Community is merged or consolidated with one or more additional planned communities, as described in Subsection 18.3.1 hereof, the Allocated Interests shall be modified as described in Subsection 18.3.2 hereof.

9.2.2. Notwithstanding Subsection 9.2.1 hereof, until a Dwelling Unit is completed to the extent required for use thereof for its intended purpose, a Unit Owner shall be entitled to pay a reduced assessment for Common Expenses. That reduced assessment shall be an amount equal to the projected Common Expense assessment for the Dwelling Unit, less those items not then benefiting Unimproved Units such as property insurance, replacement reserves and Maintenance of the Dwelling Unit. The owner of an Unimproved Unit or Unit upon which the Dwelling and other improvements are not complete shall pay his proportionate share of the assessments for Common Expenses for such items as Common Element landscaping, snow plowing, liability insurance, property management, professional auditing, etc. The Owners of Dwelling Units shall pay assessments for Limited Common Expenses in accordance with Subsection 9.3.1 for those budget items benefiting the Dwelling Units.

9.2.3. From the First Settlement until the fourth anniversary thereof, the combined monthly Common Expense and Common Infrastructure Expense assessments levied against Unit Owners by the Association and the Master Association, respectively, shall be subject to a cap. From the First Settlement until midnight on the first anniversary thereof, the cap shall be One Hundred Sixty-Five Dollars (\$165.00), excluding annual assessments relating to the operation and Maintenance of the Community Amenities. At midnight on the first anniversary of the First Settlement and each anniversary thereafter until the third anniversary, the cap shall be increased by five percent (5%). Therefore, the cap shall be One Hundred Seventy-Three Dollars Twenty-Five Cents (\$173.25) from midnight on the first anniversary of the First Settlement until the midnight on the second anniversary thereof; One Hundred Eighty-Two Dollars (\$182.00) from the midnight on the second anniversary of the First Settlement until the midnight on the third anniversary thereof; and One Hundred Ninety-One Dollars (\$191.00) from midnight on the third anniversary of the First Settlement until the midnight on the fourth anniversary thereof. Notwithstanding the foregoing, any increase in the cost of Common Expense or Common Infrastructure Expense items caused by act of God or public enemy, war, insurrection, natural disaster, or other force majeure events, including any increase in the annual premium for insurance required to be maintained by Section 5312 of the Act or Section 3312 of the Condominium Act of greater than one hundred percent (100%), shall not be subject to the aforementioned cap.

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

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

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

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

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

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

Section 9.4. Lien.



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

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

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

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

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

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

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

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

9.4.9. 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 obligation may, at the Association's discretion, 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.

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

Section 9.5. Budget Adoption. Immediately after adoption of any proposed budget or approval of any capital expenditure for the Community, the Executive Board shall provide a copy or summary of the budget and notice of any capital expenditure approved by the Executive Board to all Unit Owners. Unless a majority of all Unit Owners vote to reject the budget or any capital expenditure approved by the Executive Board within thirty (30) days after the approval thereof, 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 9.5 and Section 5303(b) of the Act.

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

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Section 9.7. Certificate of Payment of Common Expense Assessments. On written request, the Association shall furnish to a Unit Owner a statement in recordable form setting forth the amount of unpaid assessments currently levied against the Unit as required by Section 5315(h) of the Act and any credits of surplus in favor of his or her Unit pursuant to Section 5313 of the Act. The statement, 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.

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

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

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

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

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

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

Common Expense or Common Infrastructure Expense assessments. No Unit Owner is entitled to a refund of these monies from the Association or the Master Association upon the subsequent conveyance of his or her Unit or otherwise.

Section 9.14. Surplus Funds. Any excess amounts accumulated from Common Expense assessments, Limited Common Expense assessments or reserves, together with any income related thereto, which exceed the amounts required for each, shall, 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 9.14.

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

ARTICLE X

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ARTICLE XI

DECLARANT CONTROL AND SPECIAL DECLARANT RIGHTS

Section 11.1. Control of the Association.

11.1.1. The Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board until the 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 the Builder has ceased to offer Units for sale in the ordinary course of business, or
- (d) two (2) years after any development right to add new Units was last exercised by the Declarant.

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

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

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

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

Section 11.2. Special Declarant Rights. Notwithstanding the transfer by Declarant to Unit Owners of control of the Association pursuant to Section 11.1 hereof, the Declarant reserves unto the Declarant all Special Declarant Rights as defined in the Act. These Special Declarant Rights include, *inter alia*, the right to transfer any or all of the Declarant's Special Declarant Rights to one or more successors, provided that the transfer(s) shall be effected in accordance with the provisions of this Declaration and

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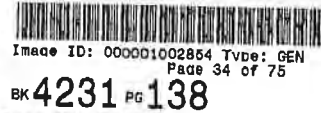
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Section 5304 of the Act. Any successor to any Special Declarant Right shall have the liabilities and obligations set forth in Section 5304(e) of the Act.

ARTICLE XII

LIMITATION OF LIABILITY



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

12.1.1. the Executive Board; or

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

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

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

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

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

12.2.4. Expenses Advanced. The Association shall advance expenses incurred by an Executive Board member or officer of the Association who is entitled to be indemnified pursuant to the provisions of this Section 12.2 in advance of the final disposition

of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person is not entitled to be indemnified by the Association.

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

ARTICLE XIII

INSURANCE



Section 13.1. Coverage. Commencing no later than the date of the First Settlement and to the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in Sections 13.2 and 13.3 and in accordance with the provisions of Section 5312 of the Act. 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.

Section 13.2. Property Insurance. The Association shall obtain and maintain all property insurance required to be maintained by the Association by Section 5312 of the Act. 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 13.3. Liability Insurance. The Association shall obtain and maintain comprehensive general liability insurance, including medical payments insurance, in an amount reasonably determined by the Executive Board but in no event less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. The policy shall name the Association's managing agent ("**Managing Agent**") and the NIDMA as additional insured parties. Upon creation of additional Property Owners Associations, the Association may

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agree with those other Property Owners Associations for the purpose of jointly securing liability insurance with respect to the Common Elements.

Section 13.4. Unit Owner Policies. Each Unit Owner shall be solely responsible for obtaining all property and liability insurance on his Unit in compliance with Section 5312 of the Act, including (1) property insurance on any Dwelling located upon the Unit insuring against all common risks of direct physical loss in an amount at least equal to the full replacement value of the Dwelling, exclusive of land, excavations, foundations and other items normally excluded from property policies, and (2) comprehensive general liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Unit in an amount not less than Five Hundred Thousand Dollars (\$500,000.00), 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 13.4 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.



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

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

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

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

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

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

Section 13.6. Fidelity Bonds. The Association may maintain a blanket fidelity bond or similar instrument for anyone who either handles or is responsible for funds held or administered by the Association, whether or not he receives compensation for his services. The bond shall name the Association as obligee and shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond is in force, and in no event less than the sum of three months' Common Expense assessments 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 13.7. Workmen's Compensation Insurance. The Executive Board shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Pennsylvania.

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

Section 13.9. Other Insurance. The Association may carry other insurance 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 13.10. Premiums and Deductibles. Insurance premiums and deductibles for policies maintained by the Association shall be a Common Expense, unless the deductible may be charged against one or more Unit Owners pursuant to Section 5314(c) of the Act.



ARTICLE XIV

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DAMAGE TO OR DESTRUCTION OF PROPERTY

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

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

14.2.1. Cost. 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.

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

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

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

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

(a) Whether or not any portion of the damaged or destroyed Property is to be repaired or restored;

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

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

ARTICLE XV

AMENDMENTS TO DECLARATION

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Section 15.1. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights, including those rights described in Articles XX, XXI and XXII of this Declaration, or by the Association pursuant to Section 15.6 hereof, or as otherwise permitted or required by other provisions of this Declaration or the Act, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

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

Section 15.3. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and 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 15.4. Execution of Amendments. Amendments to this Declaration required by the Act to be recorded by the Association, which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

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

Section 15.6. Corrective Amendments. If any amendment is necessary or advisable in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Plats and Plans, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, or to comply with any statute, regulation, code or ordinance which may be made applicable to the Community or the Association, or to make a reasonable accommodation or permit a reasonable modification in favor of the handicapped, as may be defined by prevailing federal or state laws or regulations applicable to the Association, Unit Owners, residents 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 Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 15.6.

ARTICLE XVI

AMENDMENTS TO BYLAWS



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

ARTICLE XVII

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

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

Section 17.2. Right to Notice and Hearing. Whenever the Community Documents require that an action be taken after "Notice and Hearing", the following procedure shall be observed: The party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing 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 17.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting. Otherwise, the decisions of the Executive Board shall be final.

ARTICLE XVIII



POWERS OF THE ASSOCIATION

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Section 18.1. Powers of the Association. Subject to the provisions of this Declaration, the Association shall have all of the powers designated in Section 5302 of the Act, including the right to assign its right to receive future income, including payments made on account of any assessment against any Unit for Common Expenses and Limited Common Expenses, provided however, that reserve funds held for future major repairs and replacements of the Common Elements may not be assigned or pledged.

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Section 18.2. Delegation of Powers to Master Association. Following the expiration or termination of the Special Declarant Rights described in Subsection 18.2.1 hereof, the Association shall have the right to assign or delegate any of its powers listed in Section 5302 of the Act to the Master Association, provided that such assignment or delegation is 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.

18.2.1. Reservation. The Declarant hereby explicitly reserves the Special Declarant Right, under Section 5205(13) of the Act, to assign or delegate any or all of the powers of the Association to the Master Association under Section 5222 thereof, without the consent of any Unit Owner or holder of any Security Interest in any Unit. This right shall continue until the seventh (7th) anniversary of the recording of this Declaration, unless terminated prior to such anniversary upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to make such assignment(s) or delegation(s) at any time, at different times, in any order and without limitation. The Declarant shall also have the right to accept on behalf of the Association any assignment or delegation of powers from one or more 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 18.2.2 hereof.

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

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

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

(c) Entrance Signs. The Master Association shall reimburse the Declarant or any successor owner of the Golf Course for all costs incurred for the Maintenance of the entrance sign located at the intersection of Clubhouse Drive and



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Mason Dixon Road and any other jointly-used entrance sign for the PGC, together with any landscaping appurtenant thereto, in a good, safe and attractive condition. The Master Association shall assess the cost of such Maintenance against the members of the Association, the members of any other Property Owners Association and the Golf Course Owner in accordance with the Master Association Declaration.

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

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

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

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

18.3.2. Restrictions. The buildings and the Units that are part of other PGC Communities merged or consolidated with the Community must be compatible (but not necessarily the same) in terms of architectural style, quality of construction, and materials with the Units in the Community. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the units created in the other planned communities or condominiums, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, *et al*). Because the Declarant may make changes to the plans for additional planned communities or condominiums within the boundaries of the PGC Property prior to obtaining final Township 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 planned communities or condominiums. No assurances are made regarding the proportion of units to limited common elements that may be created in the additional planned communities or condominiums. The maximum number of Units in the merged or consolidated planned communities (including the Community) shall be no more than eight hundred (800) Units. In the event that the Community is merged with one or more additional planned communities or condominiums as described in Subsection 18.3.1 hereof, the Allocated Interest appurtenant to each Unit shall be recalculated (decreased) by (1) converting a fraction to a decimal 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 2.1.4 hereof. In the event that the Declarant does not merge or consolidate the other planned communities or condominiums with the Community, the assurances contained in this Section 18.3 shall not apply in any way to the other planned communities or condominiums or any portion thereof.

Section 18.4. Conveyance or Encumbrance of the Common Elements. 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 the 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 18.5. Judgments Against the Association. Any creditor of the Association pursuant to a Security Interest obtained under Section 18.1 hereof shall exercise its rights against the Common Elements before its judgment lien on any Unit may be enforced. Otherwise, as a general rule, any judgment for money against the Association, upon perfection as a lien on real property, shall not be a lien on the Common Elements, but shall constitute a lien against all of the Units in the Community at the time the judgment was entered. Any Unit Owner may have his or her Unit released from the lien of the judgment upon payment of that portion of the lien attributable to his Unit in accordance with Section 5319(c) of the Act. After payment, the Association may not assess or have a lien against that Unit Owner's Unit for any portion of the Common Expense incurred in connection with that lien. A judgment indexed against the Association must be indexed against the Community and the Association, and when so indexed, shall constitute notice of the lien against the Units.



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ARTICLE XIX

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

Section 19.1. Community Amenities. The Declarant has constructed on the PGC Property certain amenities including a swimming pool and a community center with meeting rooms, locker rooms, a pool house with restrooms, and other facilities (collectively, the "Community Center"). Upon receipt of final, unappealable subdivision approval from the Township, the Declarant shall convey title to the parcel upon which the Community Center is located, together with any and all improvements located thereon, in fee simple, to the Master Association, except that the pool house and the land on which the pool house is located shall remain part of the Preserved Open Space. Contemporaneously with the conveyance of the Community Amenities parcel(s) to the Master Association, the Declarant shall enter into an agreement with the Master Association providing, *inter alia*, for a perpetual, non-exclusive easement in favor of the Master Association, its members, and their invited guests, for use of the mechanical room(s) serving the swimming pool and the restrooms and other facilities located on the ground floor of the pool house. The Declarant also intends to construct two (2) tennis courts elsewhere on the PGC Property. The Community Center and tennis courts, and any other amenities which the Declarant may, but is not obligated to, construct, are referred to collectively herein as the "Community Amenities".

19.1.1. Community Amenities Membership Fund. The Declarant shall create a "Community Amenities Membership Fund" ("CAM Fund"), the purpose of which is to defray the cost of building and maintaining the Community Amenities, and which may also be used by the Declarant to defray the cost of construction of the PGC Trails and the OSRA. The CAM Fund shall be funded by means of a contribution of Three Thousand Dollars (\$3,000.00) to be paid by the Initial Third Party Purchaser of each Unit in the Community at the closing for that Unit. Such contribution shall also constitute a mandatory prepayment by each Initial Third Party Purchaser of annual assessments with respect to the Community Amenities for the three (3) year period described in Subsection 19.1.4 hereof. Such contribution shall not vest the Initial Third Party Purchaser with any property right, ownership interest or other right, title or interest in the Community Amenities. Subsequent Dwelling Unit Purchasers shall be permitted to use the Community Amenities, subject to payment of annual assessments with respect to the Community Amenities and compliance with such reasonable rules and regulations as the Master Association shall promulgate. Contributions to the CAM Fund shall be deposited by the Declarant in a segregated, interest-bearing bank account and shall be held in escrow until construction of the Community Amenities begins. No contributor to the CAM Fund shall be entitled to a refund of all or any portion of his contribution to the CAM Fund upon the sale of such Unit or otherwise. Notwithstanding the foregoing sentence, if the Declarant shall determine that any facilities comprising part of the Community Amenities which the Declarant is obligated to build under the Courtyards Declaration are not to be built because it believes, on the basis of the best available information, that fewer than eighty (80) Dwelling Units in the Courtyards Community will be sold, then the balance of the CAM Fund (including interest and after deduction of amounts used for construction of the PGC Trails and the OSRA, if any) shall be refunded by the Declarant to each contributor to the CAM Fund on a pro rata

basis at his or her last known address. Upon completion of the Community Amenities the balance remaining in the CAM Fund, if any, shall be transferred to the Master Association and applied toward the operation and Maintenance of the Community Amenities; provided, however, that if at such time construction of the PGC Trails and/or the OSRA has not been completed, the Declarant shall be entitled to use such remaining balance to fund construction of the PGC Trails and/or the OSRA. If after completion of the PGC Trails and the OSRA there is a balance remaining in the CAM Fund, such balance shall be transferred to the Master Association as provided herein.

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

19.1.3. Use by Golf Course Members, 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 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 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.



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

19.1.5. PGC Trails and OSRA. The Declarant may draw upon the CAM Fund to defray the cost of constructing the PGC Trails and the OSRA. As described in Section 19.4 hereof, the Declarant may also use the proceeds from NID Bonds to defray such construction costs. If any proceeds from the NID Bonds are used to finance construction of the PGC Trails and/or the OSRA, then the PGC Trails and/or the OSRA, as appropriate, will be owned by the NIDMA. Otherwise, the portion of the PGC Trails and the OSRA located within the Preserved Open Space shall be owned by the Golf Course Owner, and the portion of the PGC Trails and the OSRA located within the Property (if any) shall be owned by the Association. Whether financed by CAM Fund contributions, NID Bond proceeds or otherwise by the Declarant, construction of the PGC Trails is expected to follow a phased plan that corresponds to construction of various phases of the Community, and ultimately, the PGC. Construction of the OSRA shall be commenced no later than completion of the 80th Unit in "The Courtyards At The Links At Gettysburg, A Planned Community" and completed no later than ten (10) months thereafter. The right of Unit Owners and occupants to use the PGC Trails and the OSRA, which is granted in the Open Space Declaration, will not be affected by how they are financed and owned.

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

Section 19.3. Hotel/Conference Center; Time Share Units. The Declarant may build on a portion of the PGC Property a hotel and conference center ("**Hotel/Conference Center**"). The Hotel/Conference Center may also include dwelling units marketed on a time share basis ("**Time Share Units**"). If constructed, the Hotel/Conference Center will be limited in size to a maximum of 300 guest rooms and Time



Share Units, in the aggregate. The Hotel/Conference Center 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 19.4. Neighborhood Improvement District.

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

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

19.4.3. Ownership of NIDMA Facilities in the Community. Ownership of all NIDMA Facilities located within the Community and the real estate upon which they are located shall be as follows:

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

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(b) The Association will grant easements to the NIDMA for the purpose of ownership, installation, operation and Maintenance of the parcels of real estate within the Common Elements upon which the NIDMA Facilities are located.

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

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

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

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

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

Section 19.5. 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.

19.5.1. 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 Little Washington Wastewater Company d/b/a Suburban Wastewater Company ("SWW") 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 SWW, as appropriate, and are operational. Also pursuant to the Water and Sewer Agreements, Aqua will construct supplemental water storage facilities, including a water tank or tower, and one (1) well (the "**Phase II Facilities**"). Aqua and SWW 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 for two years following conveyance to Aqua or SWW, as applicable. The water and sewer service lines that serve individual Units will be maintained by the Unit Owners in accordance with the Chart of Maintenance Responsibilities attached as Exhibit A to the Bylaws.

19.5.2. Regulation; Service. Aqua and SWW (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 SWW. 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 SWW, as applicable.

ARTICLE XX

CONVERTIBLE REAL ESTATE



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Section 20.1. Reservation. The Declarant hereby explicitly reserves an option, until the seventh (7th) anniversary of the recording of this Declaration, to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to convert may be terminated prior to such anniversary only upon the filing of an amendment to this Declaration by the Declarant. The Declarant expressly reserves the right to convert any or all portions of the Convertible Real Estate at any time, at different times, in any order, without limitation and without any requirement that any other real estate be converted, added or withdrawn; provided, however, that the Convertible Real Estate shall not exceed the area(s) described as such on Exhibit "D" attached hereto. There are no other limitations on this option to convert Convertible Real Estate.

Section 20.2. Assurances. If the Convertible Real Estate is converted, the Units 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 Mount Joy Township and other governmental requirements. Notwithstanding the foregoing, no assurances are made regarding the actual Unit configuration, the description or location of any Dwellings or other 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 one hundred (100) Units. All Units that may be created within the Convertible Real Estate are restricted to residential use.

substantially to the same extent as all other Units. Any buildings to be constructed upon Units created by the conversion of Convertible Real Estate shall be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the buildings and Units on other portions of the Property. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to Units created by the conversion of Convertible Real Estate, although there may be some differences in the restrictions applicable to different styles of homes (e.g., single-family detached homes, townhouse style homes, *et al*). No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible Real Estate, nor the proportion of Limited Common Elements to Units therein. The Allocated Interest appurtenant to each Unit created by the conversion of the Convertible Real Estate and already existing Units shall be recalculated as required by Sections 2.1 and 9.2 hereof.

ARTICLE XXI

WITHDRAWABLE REAL ESTATE



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

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

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

21.2.2. The right of access for the placement and maintenance of underground utility facilities to serve any owner of any portion of the Property, including,

inter alia, electrical, gas (including without limitation propane gas), telephone, sewer and water lines provided that the exercise of said rights does not materially interfere with the existing utility facilities;

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

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

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

(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 Property shall observe all applicable laws pertaining thereto. All work shall be done during reasonable times, following reasonable notice to any party who will be affected by the work, and shall be done in a manner which shall not unreasonably interfere with the use of the Property by the owners and occupants thereof;

(c) The party exercising such easement right, at its sole cost, shall promptly restore the Property 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 Property from all loss, damage, claims or expenses, including reasonable attorneys' fees, resulting from its negligent or improper exercise of the easements and other rights granted herein.

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



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ARTICLE XXII

OPTION TO EXPAND THE COMMUNITY

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

Section 22.2. Assurances. The Declarant makes no assurances as to the location and description of improvements and Common Elements that may be made or created within the Additional Real Estate. At such time as the Community is expanded, the maximum number of Units that may be created within the Additional Real Estate as an aggregate will be six hundred (600) Units, which are hereby restricted to residential use substantially to the same extent as all other Units. Notwithstanding the foregoing, all or part of the real estate designated as such on the Subdivision Plan may be developed for commercial uses, including the Hotel/Conference Center. An assurance is hereby given that any improvements to be constructed on the Additional Real Estate and the Units therein are and will be compatible (but not necessarily the same) in quality of construction, materials and architectural style with the Units in the Property. The Declarant expressly reserves the right to designate Common Elements in the Additional Real Estate which may be assigned subsequently as Limited Common Elements. The Declarant makes no assurances as to type, size, maximum number of such Common Elements and Limited Common Elements, assignment of Limited Common Elements to the Units, or the proportion of Units to Limited Common Elements. The Allocated Interest appurtenant to each Unit in the Additional Real Estate and the Property shall be recalculated as required by Sections 2.1 and 9.2 hereof. All restrictions in this Declaration affecting use, occupancy and alienation of Units shall apply to the Units created in the Additional Real Estate. In the event that the Declarant does not add any portion of the Additional Real Estate, the assurances contained in this Article shall not apply in any way to the Additional Real Estate or any portion thereof.

ARTICLE XXIII

TERMINATION OF THE COMMUNITY

Section 23.1. Procedure for Termination. Except in the case of a taking of all of the Units in the Community by eminent domain, the Community may be terminated by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the

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

ARTICLE XXIV

INTERPRETATION

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

ARTICLE XV

SEVERABILITY

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

ARTICLE XXVI

EFFECTIVE DATE

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

[SIGNATURE PAGE FOLLOWS]



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IN WITNESS WHEREOF, the Declarant, intending to be legally bound hereby has
duly executed this Declaration, as of this 2ND day of DECEMBER, 2005.

WITNESS:

Richard Klein

Richard A. Klein
Richard A. Klein, individually

Richard Klein

Bonni L. Klein
Bonni L. Klein, individually



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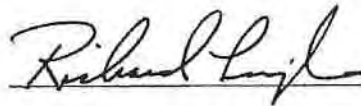
CONSENT

On this 2ND day of December, 2005, The Links At Gettysburg Land Company, Inc., a Pennsylvania corporation ("Land"), has executed this Consent to the Declaration of Covenants and Restrictions for Garrison Falls 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 1.2 of the Declaration, and all other provisions expressly set forth in the Declaration which apply to Land as a consenting party to the Declaration and as the entity responsible for the construction of infrastructure and other improvements located on the Property but outside the title lines of the Units.

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

WITNESS:

THE LINKS AT GETTYSBURG LAND
COMPANY, INC.:



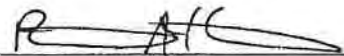
By: 
Name: Richard A. Klein
Title: President



Image ID: 000001002875 Type: GEN
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CONSENT

On this 2ND day of December, 2005:

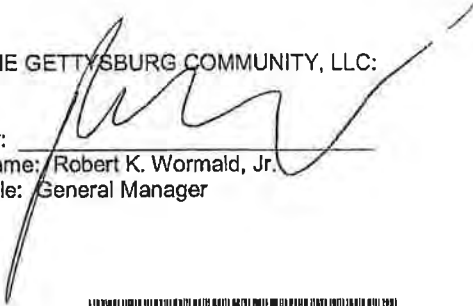
The Gettysburg Community, LLC, a Maryland limited liability company ("**Builder**"), has executed this Consent to the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community ("**Declaration**"), to which it is appended, to acknowledge, agree with,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

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

WITNESS/ATTEST:

By: 
Name: Edward E. Wormald
Title: Asst. G.M.

THE GETTYSBURG COMMUNITY, LLC:

By: 
Name: Robert K. Wormald, Jr.
Title: General Manager



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COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF ADAMS

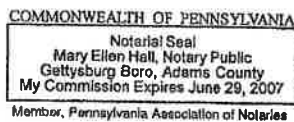
On this, the 2nd day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Mary Ellen Hall
Notary Public

(SEAL)

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

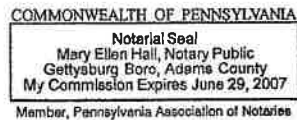
On this, the 2nd day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of THE LINKS AT GETTYSBURG LAND COMPANY, INC. ("Land"), a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of said corporation.

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


Notary Public

(SEAL)

My Commission Expires:



Commonwealth OF Pennsylvania
COUNTY OF Adams

SS:

On this, the And day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared Robert K. Wormald, Jr., who acknowledged himself to be the General Manager of THE GETTYSBURG COMMUNITY, LLC, a Maryland limited liability company ("**Builder**"), and that he as such General Manager of Builder, being authorized to do so, executed the foregoing instrument for the purposes therein contained as General Manager of Builder.

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

Mary Ellen Hall
Notary Public

(SEAL)

My Commission Expires:

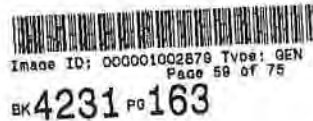
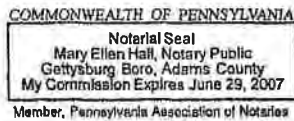


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EXHIBIT "A"

BK 4231 PG 164

LEGAL DESCRIPTION OF THE REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Phase I Declaration Plat for Garrison Falls at The Links At Gettysburg, A Planned Community, prepared by Sharrah Design Group, Inc., dated November 18, 2005 and last revised on November 30, 2005, as more particularly bounded and described as follows, to wit:

BEGINNING at a point on the northern right-of-way line of Mason-Dixon Road (S.R. 3002), said point being the southernmost point of the herein described parcel; thence continuing along said northern right-of-way line of Mason-Dixon Road the following two courses and distances: (1) North 77 degrees 25 minutes 56 seconds West, a distance of 54.04 feet; (2) thence by a curve to the left, having a radius of 1,296.57 feet, a chord bearing of North 78 degrees 34 minutes 55 seconds West and an arc distance of 52.03 feet to a point on said northern right-of-way line of Mason-Dixon Road; thence leaving said northern right-of-way line of Mason-Dixon Road and continuing through lands now or formerly of The Links At Gettysburg, L.L.C., the following ten courses and distances: (1) North 10 degrees 16 minutes 06 seconds East, a distance of 100.81 feet to a point; (2) thence North 04 degrees 05 minutes 17 seconds East, a distance of 98.54 feet to a point; (3) thence North 11 degrees 15 minutes 41 seconds East, a distance of 261.80 feet to a point; (4) thence North 05 degrees 07 minutes 04 seconds East, a distance of 365.32 feet to a point; (5) thence by a curve to the left having a radius of 465.00 feet, a chord bearing of North 04 degrees 16 minutes 43 seconds West and an arc distance of 152.52 feet to a point; (6) thence North 13 degrees 40 minutes 30 seconds West, a distance of 78.49 feet to a point; (7) thence by a curve to the right having a radius of 1,535.00 feet, a chord bearing of North 01 degree 08 minutes 35 seconds West and an arc distance of 671.48 feet to a point; (8) thence by a curve to the right having a radius of 1,035.00 feet, a chord bearing of North 14 degrees 56 minutes 33 seconds East and an arc distance 128.38 feet to a point; (9) thence by a curve to the left having a radius of 965.00 feet, a chord bearing of North 16 degrees 57 minutes 25 seconds East and an arc distance of 51.84 feet to a point; (10) thence North 77 degrees 59 minutes 40 seconds West, a distance of 23.29 feet to a point at the southeast corner of lands now or formerly of Aqua Pennsylvania, Inc.; thence along the line of said lands of Aqua Pennsylvania, Inc., North 12 degrees 00 minutes 20 seconds East, a distance of 186.50 feet to a point at the northeast corner of said lands of Aqua Pennsylvania, Inc.; thence through lands now or formerly of The Links At Gettysburg, L.L.C., the following three courses and distances: (1) South 77 degrees 59 minutes 40 seconds East, a distance of 85.00 feet to a point; (2) thence South 12 degrees 00 minutes 19 seconds West, a distance of 19.69 feet to a point; (3) thence South 83 degrees 18 minutes 09 seconds East, a distance of 43.61 feet to a point at the common intersection of lands now or formerly of The Links At Gettysburg, L.L.C., Gene T. Walker, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of Gene T. Walker North 85 degrees 05 minutes 07 seconds East, a distance of 718.01 feet to a point at the common intersection of lands now or formerly of Gene T. Walker, Frederick C. Fryer and Kay E. Fryer, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 1,376.59 feet to a point at the common intersection of lands now or formerly of

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Frederick C. Fryer and Kay D. Fryer, James W. Waybright and Shirley Ann Waybright, and Richard A. Klein and Bonni L. Klein; thence along the line of said lands of James W. Waybright and Shirley Ann Waybright the following two courses and distances: (1) South 82 degrees 01 minute 22 seconds West, a distance of 285.45 feet to a point; (2) thence North 66 degrees 09 minutes 09 seconds West, a distance of 660.00 feet to a point at the common Intersection of lands now or formerly of James W. Waybright and Shirley Ann Waybright, Richard A. Klein and Bonni L. Klein, and The Links At Gettysburg, L.L.C.; thence along the line of said lands of James W. Waybright and Shirley Ann Waybright South 05 degrees 07 minutes 04 seconds West, a distance of 973.01 feet to a point on the northern right-of-way line of Mason-Dixon Road, said point being the point and place of BEGINNING.

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

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

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



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EXHIBIT "B"

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 ALLOCATED INTEREST IN COMMON EXPENSES
 AND VOTES APPURTENANT TO UNITS

Unit Number	Allocated Interest (%)	Number of Votes
1	3.57	1
2	3.57	1
3	3.57	1
4	3.57	1
5	3.57	1
6	3.57	1
7	3.57	1
34	3.57	1
35	3.57	1
36	3.57	1
37	3.57	1
38	3.57	1
39	3.57	1
40	3.57	1
41	3.57	1
42	3.57	1
43	3.57	1
44	3.57	1
45	3.57	1
46	3.57	1
47	3.57	1
48	3.57	1
49	3.57	1
58	3.57	1
59	3.57	1

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Unit Number	Allocated Interest (%)	Number of Votes
60	3.57	1
61	3.57	1
62	3.57	1
Total (28 Units)	99.96	28



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EXHIBIT "C"

PLATS AND PLANS

The Plats and Plans for Garrison Falls At The Links At Gettysburg, A Planned Community, consisting of four (4) pages dated _____, are being filed in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania, concurrently with the filing of this Declaration, and said Plats and Plans are hereby incorporated herein and made an integral part hereof by this reference thereto.



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EXHIBIT "D"

BK 4231 PG 169

LEGAL DESCRIPTION OF THE CONVERTIBLE REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Phase I Declaration Plat for Garrison Falls at The Links At Gettysburg, A Planned Community, prepared by Sharrah Design Group, Inc., dated November 18, 2005 and last revised on November 30, 2005, as more particularly bounded and described as follows, to wit:

BEGINNING at a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Jean T. Walker, and Frederick C. Fryer and Kay E. Fryer, said point being the northeastern most point of the herein described tract or parcel of land; Thence continuing along the said lands now or formerly of Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 1,376.59 feet to a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Frederick C. Fryer and Kay E. Fryer, and James W. Waybright and Shirley Ann Waybright; Thence continuing along the line of said lands of James W. Waybright and Shirley Ann Waybright the following two courses and distances: (1) South 82 degrees 01 minutes 22 seconds West, a distance of 285.45 feet to a point; (2) North 66 degrees 09 minutes 09 seconds West, a distance of 660.00 feet to a point at the common intersection of lands now or formerly of James W. Waybright and Shirley Ann Waybright, Richard A. Klein and Bonnie L. Klein, and The Links At Gettysburg, LLC; Thence through lands now or formerly of Richard A. Klein and Bonnie L. Klein the following eighteen courses and distances: (1) North 40 degrees 36 minutes 46 seconds East, a distance of 225.57 feet to a point; (2) South 72 degrees 40 minutes 12 seconds East, a distance of 89.49 feet to a point; (3) North 17 degrees 19 minutes 48 seconds East, a distance of 105.00 feet to a point; (4) North 47 degrees 40 minutes 54 seconds East, a distance of 46.35 feet to a point; (5) North 17 degrees 19 minutes 48 seconds East, a distance of 100.00 feet to a point; (6) North 41 degrees 58 minutes 09 seconds West, a distance of 31.08 feet to a point; (7) North 05 degrees 39 minutes 15 seconds West, a distance of 60.60 feet to a point; (8) North 07 degrees 40 minutes 26 seconds East, a distance of 58.11 feet to a point; (9) North 26 degrees 09 minutes 35 seconds East, a distance of 68.45 feet to a point; (10) North 82 degrees 19 minutes 34 seconds West, a distance of 8.24 feet to a point; (11) North 25 degrees 42 minutes 19 seconds West, a distance of 130.33 feet to a point; (12) Thence by a curve to the left having a radius of 140.00 feet, a chord bearing of north 32 degrees 20 minutes 37 seconds East and an arc distance of 156.14 feet to a point; (13) South 89 degrees 36 minutes 26 seconds East, a distance of 91.94 feet to a point; (14) North 3 degrees 18 minutes 24 seconds East, a distance of 15.53 feet to a point; (15) North 04 degrees 33 minutes 30 seconds West, a distance of 119.31 feet to a point; (16) Thence by a curve to the left having a radius of 58.00 feet, a chord bearing of South 79 degrees 23 minutes 54 seconds East and an arc distance of 31.41 feet to a point; (17) North 85 degrees 05 minutes 07 seconds East, a distance of 111.33 feet to a point; (18) North 04 degrees 54 minutes 53 seconds West, a distance of 173.00 feet to a point on the line of lands now or formerly of Jean T. Walker; Thence along the line of lands of said Jean T. Walker North 85 degrees 05 minutes 07 seconds East, a distance of 212.66 feet to a point, said point being the point in place of BEGINNING.

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BEING part of the same property which Colleen Martin, single, and Kenneth E. Baker, single, by deed dated November 16, 1998, and rechorde in Adams County Rechord Book 1703, Page 306, granted and conveyed unto Richard A. Klein and Bonnie L. Klein, husband and wife,



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EXHIBIT "E"

BK 4231 PG 171

LEGAL DESCRIPTION OF THE WITHDRAWABLE REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Phase I Declaration Plat for Garrison Falls at The Links At Gettysburg, A Planned Community, prepared by Sharrah Design Group, Inc., dated November 18, 2005 and last revised on November 30, 2005, as more particularly bounded and described as follows, to wit:

BEGINNING at a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Jean T. Walker, and Frederick C. Fryer and Kay E. Fryer, said point being the northeastern most point of the herein described tract or parcel of land; Thence continuing along the said lands now or formerly of Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 1,376.59 feet to a point at the common intersection of lands now or formerly of Richard A. Klein and Bonnie L. Klein, Frederick C. Fryer and Kay E. Fryer, and James W. Waybright and Shirley Ann Waybright; Thence continuing along the line of said lands of James W. Waybright and Shirley Ann Waybright the following two courses and distances: (1) South 82 degrees 01 minutes 22 seconds West, a distance of 285.45 feet to a point; (2) North 66 degrees 09 minutes 09 seconds West, a distance of 660.00 feet to a point at the common intersection of lands now or formerly of James W. Waybright and Shirley Ann Waybright, Richard A. Klein and Bonnie L. Klein, and The Links At Gettysburg, LLC; Thence through lands now or formerly of Richard A. Klein and Bonnie L. Klein the following eighteen courses and distances: (1) North 40 degrees 36 minutes 46 seconds East, a distance of 225.57 feet to a point; (2) South 72 degrees 40 minutes 12 seconds East, a distance of 89.49 feet to a point; (3) North 17 degrees 19 minutes 48 seconds East, a distance of 105.00 feet to a point; (4) North 47 degrees 40 minutes 54 seconds East, a distance of 46.35 feet to a point; (5) North 17 degrees 19 minutes 48 seconds East, a distance of 100.00 feet to a point; (6) North 41 degrees 58 minutes 09 seconds West, a distance of 31.08 feet to a point; (7) North 05 degrees 39 minutes 15 seconds West, a distance of 60.60 feet to a point; (8) North 07 degrees 40 minutes 26 seconds East, a distance of 58.11 feet to a point; (9) North 26 degrees 09 minutes 35 seconds East, a distance of 68.45 feet to a point; (10) North 82 degrees 19 minutes 34 seconds West, a distance of 8.24 feet to a point; (11) North 25 degrees 42 minutes 19 seconds West, a distance of 130.33 feet to a point; (12) Thence by a curve to the left having a radius of 140.00 feet, a chord bearing of north 32 degrees 20 minutes 37 seconds East and an arc distance of 156.14 feet to a point; (13) South 89 degrees 36 minutes 26 seconds East, a distance of 91.94 feet to a point; (14) North 3 degrees 18 minutes 24 seconds East, a distance of 15.53 feet to a point; (15) North 04 degrees 33 minutes 30 seconds West, a distance of 119.31 feet to a point; (16) Thence by a curve to the left having a radius of 58.00 feet, a chord bearing of South 79 degrees 23 minutes 54 seconds East and an arc distance of 31.41 feet to a point; (17) North 85 degrees 05 minutes 07 seconds East, a distance of 111.33 feet to a point; (18) North 04 degrees 54 minutes 53 seconds West, a distance of 173.00 feet to a point on the line of lands now or formerly of Jean T. Walker; Thence along the line of lands of said Jean T. Walker North 85 degrees 05 minutes 07 seconds East, a distance of 212.66 feet to a point, said point being the point in place of BEGINNING.

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BEING part of the same property which Colleen Martin, single, and Kenneth E. Baker, single, by deed dated November 16, 1998, and rechorde*d* in Adams County Rechord Book 1703, Page 306, granted and conveyed unto Richard A. Klein and Bonnie L. Klein, husband and wife.



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EXHIBIT "F"

BK 4231 PG 173

LEGAL DESCRIPTION OF THE ADDITIONAL REAL ESTATE

PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, 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 "**Courtyards Declaration**") and recorded in Adams County Record Book 3211, Page 167, being more particularly bounded and described as follows, to wit:

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

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

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

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

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

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

LESS AND EXCEPTING three parcels identified as Battery Ridge, Lookout and Round Top, each as more particularly bounded and described on Exhibit "A" to the aforementioned Courtyards Declaration.

AND LESS AND EXCEPTING the parcel identified as Garrison Falls, as more particularly bounded and described on Exhibit "A" attached hereto.

AND



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


(A728235;)

James W. Waybright and Shirley Ann Waybright	Book 1423, Page 346
Philip C. Hill and Melody R. Hill	Book 1950, Page 314 Plan Book 75, Page 65
Gene T. Walker	Book 360, Page 371
Frederick C. Fryer and Kay E. Fryer	Book 1079, Page 204 Book 490, Page 607 Plan Book 48, Page 62

AND

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

David P. Waybright	Book 1195, Page 315
Beatrice F. Waybright	Book 1195, Page 315
Stanley R. Flaggs	Book 1757, Page 7


Image ID: 000001002891 Type: GEN
Page 71 of 75
BK 4231 PG 175

(A728235;)



Image ID: 000001002892 Type: GEN
Page 72 of 75

EXHIBIT "G"

BK 4231 PG 176

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, 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 "Courtyards Declaration") and recorded in Adams County Record Book 3211, Page 167, 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 Phillip C. Hill and Melody R. Hill (1950-314) the following four (4) courses and distances: (1) South 15 degrees 05 minutes 18 seconds West a distance of 723.05 feet; (2) South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; (3) North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; and (4) South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes 51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3)

(A728235;)

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

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

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

BEING, as to the remaining part, the same property which Colleen Martin, single, and Kenneth E. Baker, single, by deed dated November 16, 1998 and recorded in Adams County Record Book 1703, Page 306, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

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

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

AND

ALL THAT CERTAIN tract or parcel of land situate in Cumberland Township, Adams County, Pennsylvania, now or formerly owned by the following parties, and more particularly bounded and described in the following deeds and plans recorded in the Office of the Adams County Recorder of Deeds:

Richard L. Eager and Lisa Eager

Book 493, Page 284



Image ID: 000001002883 Type: GEN
Page 73 of 75

BK4231 PG177

{A728235:}

EXHIBIT "H"

**LIST OF DWELLING UNITS SUBJECT TO GOLF COURSE OWNER, ASSOCIATION AND
MASTER ASSOCIATION APPROVAL OF EXTERIOR MODIFICATIONS ("SPECIAL
APPROVAL UNITS")**

Unit Numbers: 1, 28 to 38, Inclusive, and 42 to 47, Inclusive.



Image ID: 000001002894 Type: GEN
Page 74 of 75

BK4231 PG 178

{A728235:}

1 of 1

After recordation of this document, please return to:

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



Image ID: 000001002895 Type: GEN
Page 75 of 75

BK 4231 PG 179

COMMONWEALTH OF PENNSYLVANIA :

SS:

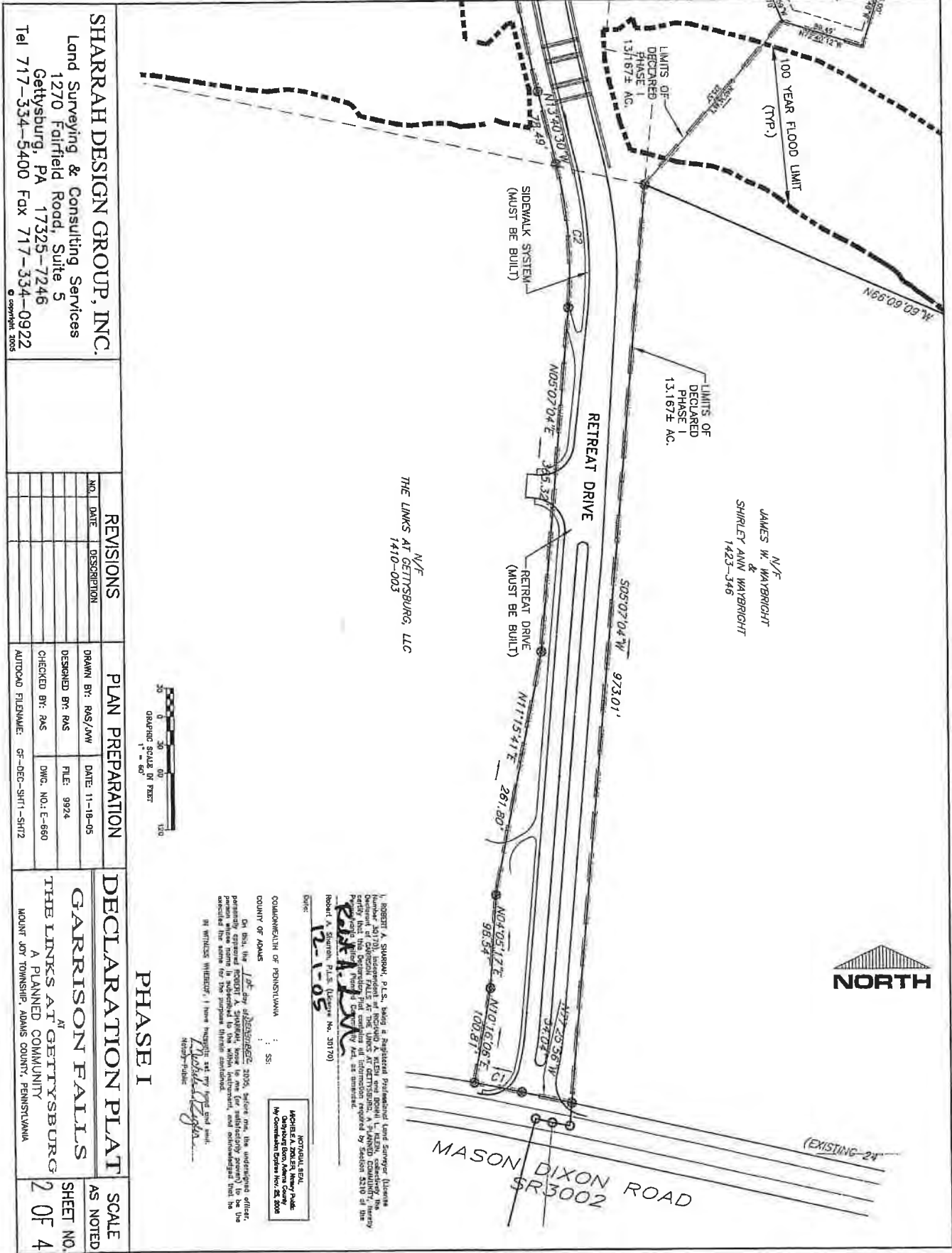
COUNTY OF ADAMS

RECORDED in the Office of the Recorder of Deeds in and for said County, in

Record Book _____, Page _____.

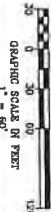
WITNESS my hand and official seal this _____ day of _____,
2005.

Recorder of Deeds



N/F
THE LINKS AT GETTYSBURG, LLC
1410-003

N/F
JAMES W. WAYBRIGHT
&
SHIRLEY ANN WAYBRIGHT
1423-346



SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
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REVISIONS		PLAN PREPARATION	
NO.	DATE	DESCRIPTION	

DECLARATION PLAT		SCALE	
GARRISON FALLS		AS NOTED	
THE LINKS AT GETTYSBURG		SHEET NO.	
A PLANNED COMMUNITY		2 OF 4	
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA			

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 20170), Independent of ROBERT A. SHARRAH & SONS, INC., do hereby certify that this Declaration and accompanying plat contain all information required by Section 3210 of the Pennsylvania Surveying Act, as amended.

Robert A. Sharrah, P.L.S. (License No. 20170)
12-1-05

COMMISSIONER OF PENNSYLVANIA : SS:
COUNTY OF ADAMS

On this, the 1st day of December, 2005, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me (or indicated to me) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.
Notary Public
Robert A. Sharrah

NOTARY SEAL
ROBERT A. SHARRAH, Notary Public
My Commission Expires Nov. 28, 2008



GARRISON FALLS
PHASE I
13.167± AC.

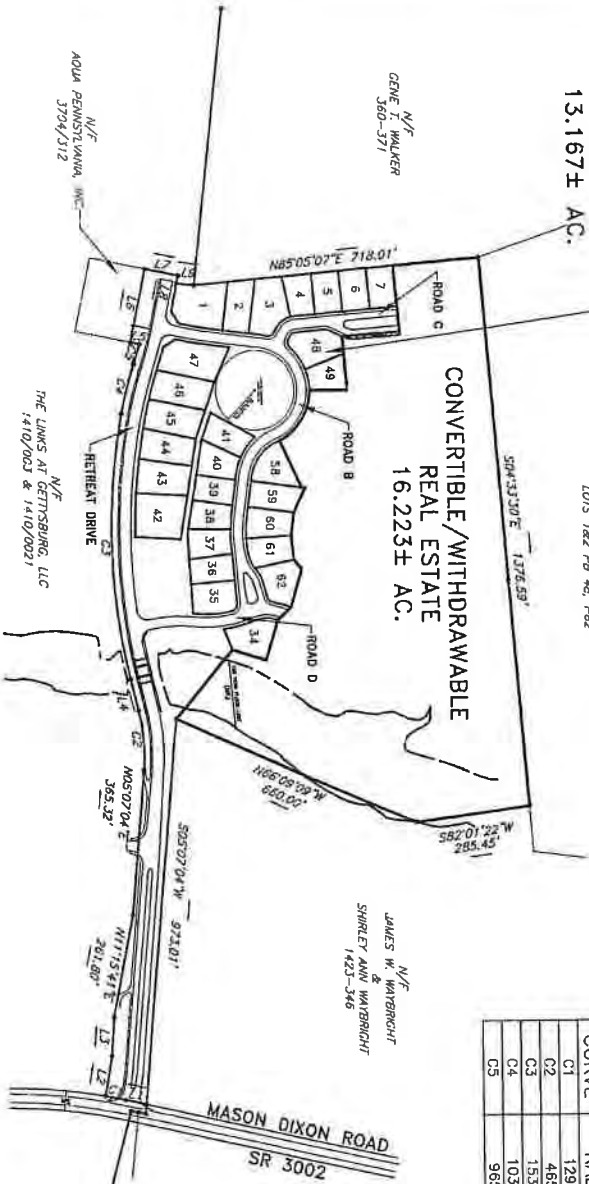
FREDERICK C. FRICER
KAY E. FRICER
1079-204 & 450-607
LOTS 1&2 PG 4B, PG 2

N/F
GENE T. WALKER
360-371

N/F
AQUA PENNSYLVANIA, INC.
379&212

N/F
THE LINKS AT GETTYSBURG, LLC
1410/003 & 1410/0021

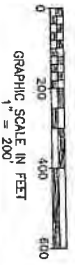
N/F
JAMES W. WAINBRIGHT
SHIRLEY ANN WAINBRIGHT
1423-346



PERIMETER CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1296.57	52.03	N78°34'55"W	52.03
C2	465.00	152.52	N04°16'43"W	151.84
C3	1535.00	671.48	N01°08'35"W	666.14
C4	1035.00	128.38	N14°56'23"E	128.30
C5	965.00	51.84	N16°57'25"E	51.83

LINE	BEARING	LENGTH
L1	N77°25'56"W	54.04
L2	N10°16'08"E	100.81
L3	N04°05'17"E	98.64
L4	N13°40'30"W	78.49
L5	N77°59'40"W	23.29
L6	N12°00'20"E	186.30
L7	S77°59'40"E	85.00
L8	S12°00'20"W	19.69
L9	S83°18'09"E	43.61



SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922

REVISIONS		PLAN PREPARATION	
NO.	DATE	DESCRIPTION	DATE
		DRAWN BY: RAS/JWV	11-22-05
		DESIGNED BY: RAS	FILE: 9924
		CHECKED BY: RAS	DWG. NO.: E-660
		AUTOCAD FILENAME: GF-DEC-SHT3	

DECLARATION PLAT
GARRISON FALLS
AT
THE LINKS AT GETTYSBURG
A PLANNED COMMUNITY
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

PHASE I

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 20170), Independent of RICHARD A. KLEIN and ROBERT L. KLEIN, collectively the undersigned, do hereby certify that the foregoing is a true and correct copy of the original plat as the same appears on the records of the Adams County Office of the Recorder of Deeds, and that the same has been duly recorded in the Office of the Recorder of Deeds, Adams County, Pennsylvania, on this 12-1-05.

ROBERT A. SHARRAH, P.L.S. (License No. 20170)

12-1-05

NOTARIAL SEAL
ROBERT A. SHARRAH, P.L.S.
Adams County, Pennsylvania
My Commission Expires Nov. 26, 2008

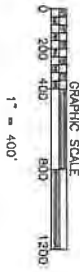
On this, the 12th day of December, 2005, before me, the undersigned official, a Notary Public for the State of Pennsylvania, personally appeared the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
History Public

SCALE
AS NOTED
SHEET NO.
3 OF 4

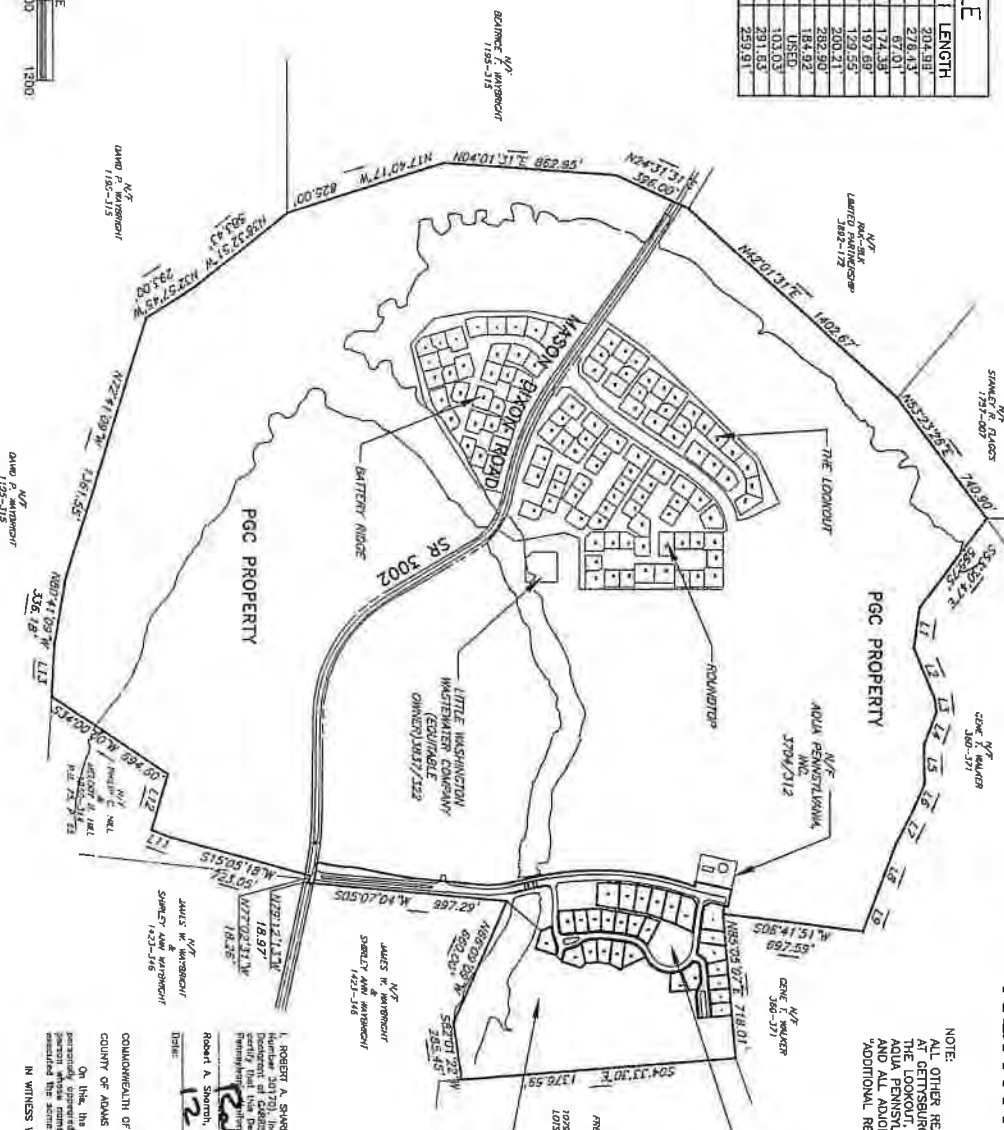
LINE TABLE		
LINE	BEARING	LENGTH
L1E	582,03,21'E	204.91*
L2	N60,05,45'E	276.43*
L3	N87,35,00'E	67.01*
L4	S69,46,52'E	174.39*
L5	N68,16,55'E	191.69*
L6	S86,41,26'E	120.25*
L7	S87,31,11'E	229.51*
L8	S92,26,39'E	282.90*
L9	S89,02,49'E	184.92*
L10	N72,28,04'W	103.63*
L12	N73,24,04'W	281.83*
L13	N67,11,03'W	255.91*



SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922

REVIEWS		PLAN PREPARATION	
NO.	DATE	DESCRIPTION	
		DRAWN BY: RAS/JWW	DATE: 11-22-05
		DESIGNED BY: RAS	FILE: 9924
		CHECKED BY: RAS	DWG. NO.: E-860
		AUTOCAD FILENAME: 05-DWG-S414	

DECLARATION PLAT	SCALE
GARRISON FALLS	AS NOTED
AT	SHEET NO
THE LINKS AT GETTYSBURG	4 OF 4
A PLANNED COMMUNITY	
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	



NOTE: ALL OTHER REAL ESTATE WITHIN THE PERIMETER BOUNDARY OF THE LINKS AT GETTYSBURG OTHER THAN THE PARCELS DESIGNATED AS BATTERY RIDGE THE LOOKOUT, ROUNDPOD AND THOSE OWNED OR EQUIFABLY OWNED BY ACULI PENNSYLVANIA, INC. AND LITTLE WASHINGTON WASTEWATER COMPANY, AND ALL ADJOINING PARCELS IDENTIFIED BY RECORDING REFERENCES ARE "ADDITIONAL REAL ESTATE".

**GARRISON FALLS
CONVERTIBLE/WITHDRAWABLE
REAL ESTATE**

[illegible]

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGANY
SS:
On this, the 1st day of November, 2005, before me, the undersigned officer, personally appeared Robert J. Mendenhall, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and seal.
Michelle M. Fogle
Notary Public

PHASE I

**FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 11th day of August, 2006, by **Richard A. Klein** and **Bonni L. Klein**, husband and wife (together, the "**Declarant**").

WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, executed by Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4231, Page 105 (the "**Declaration**"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (the "**Act**") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Garrison Falls At The Links At Gettysburg, A Planned Community" (the "**Community**"), initially consisting of twenty-eight (28) units.

B. Pursuant to Article XX of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recording of the Declaration.

C. Declarant now desires to convert the portion of the Convertible Real Estate which is described in **Exhibit "A"** hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community from twenty-eight (28) to thirty-six (36).

(A678792)

RECORDERS NOTE:
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN
MISC. DRAWER IN THE
RECORDER OF DEEDS OFFICE.
PATSY S. GOCHENAUER
RECORDER OF DEEDS

Image ID: 000001182182 Type: GEN
Recorded: 08/14/2006 at 04:14:22 PM
Fee Amt: \$22.60 Page 1 of 7
Instr# 200600018833
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds
BK **4532** PG **104**

D. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit "A"** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the First Amended Declaration Plat attached as **Exhibit "B"** hereto and made a part hereof.

2. Pursuant to Section 5211 of the Act, Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit "C"** attached hereto and made a part hereof.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.

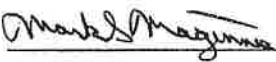
IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

WITNESS:

DECLARANT:


MARK S. MAGINNIS


Richard A. Klein


MARK S. MAGINNIS


Bonni L. Klein

Image ID: 000001182183 Type: GEN
Page 2 of 7

BK 4532 PG 105

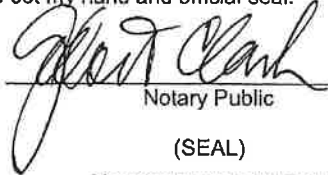
Image ID: 000001182184 Type: GEN
Page 3 of 7
BK 4532 PG 106

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

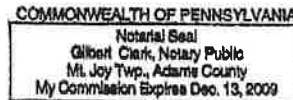
SS:

On this, the 11th day of August, 2006, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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


Notary Public
(SEAL)

My Commission Expires:



After recording, return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the First Amended Declaration Plat of Garrison Falls At The Links At Gettysburg, A Planned Community (Page 9 of 33) and identified therein as "Phase 1A", which First Amended Declaration Plat is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, as more particularly bounded and described as follows, to wit:

COMMENCING at a point at the northeast corner of the parcel of land identified as "Lot 7" on the Phase I Declaration Plat of Garrison Falls At The Links At Gettysburg, A Planned Community (Page 1 of 4), recorded in Adams County Record Book 4231, Page 105 ("Declaration Plat"), said point being the point and place of BEGINNING.

THENCE along the line of lands now or formerly of Gene T. Walker, North 85 degrees 05 minutes 07 seconds East, a distance of 212.66 feet to a point at the corner of lands now or formerly of said Gene T. Walker, Frederick C. Fryer and Kay E. Fryer, and Richard A. Klein and Bonni L. Klein; thence along the line of lands now or formerly of said Frederick C. Fryer and Kay E. Fryer South 04 degrees 33 minutes 30 seconds East, a distance of 311.40 feet to a point; thence along the line of lands now or formerly of Richard A. Klein and Bonni L. Klein, the following three courses and distances: (1) South 85 degrees 26 minutes 30 seconds West, a distance of 102.00 feet to a point; (2) North 47 degrees 47 minutes 30 seconds West, a distance of 58.40 feet to a point; (3) South 85 degrees 05 minutes 07 seconds West, a distance of 212.54 feet to a point; thence along the eastern boundary lines of Units 48 and 49 of Garrison Falls At The Links At Gettysburg, A Planned Community, North 04 degrees 33 minutes 30 seconds West, a distance of 104.31 feet to a point on the southern right-of-way line of "Road C" as depicted on the Declaration Plat; thence along said right-of-way line the following three courses and distances: (1) by a curve to the left having a radius of 58.00 feet, a chord bearing of South 79 degrees 23 minutes 54 seconds East and an arc distance of 31.41 feet to a point on said right of way line; (2) North 85 degrees 05 minutes 07 seconds East, a distance of 111.33 feet to a point; (3) North 04 degrees 54 minutes 53 seconds West, a distance of 71.00 feet to a point on the northern right-of-way line of said "Road C", which point is the southeast corner of "Lot 7" as depicted on the Declaration Plat; thence North 04 degrees 54 minutes 53 seconds West, a distance of 102.00 feet to a point, said point being the point and place of BEGINNING.



Image ID: 000001162185 Type: GEN
Page 4 of 7

BK 4532 PG 107

EXHIBIT "B"

FIRST AMENDED DECLARATION PLAT

The First Amended Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community dated 8-10, 2006, consisting of a total of Four (4) pages, is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, and is hereby incorporated herein by reference and made an integral part hereof.



Image ID: 000001162186 Type: GEN
Page 5 of 7

BK 4532 PG 108

EXHIBIT "C"

**ALLOCATED INTEREST IN COMMON ELEMENTS
AND VOTES IN THE ASSOCIATION AND SHARE OF
COMMON EXPENSES APPURTENANT TO UNITS**

Unit Number	Allocated Interest	Number of Votes
1	2.7778	1
2	2.7778	1
3	2.7778	1
4	2.7778	1
5	2.7778	1
6	2.7778	1
7	2.7778	1
8	2.7778	1
9	2.7778	1
10	2.7778	1
11	2.7778	1
12	2.7778	1
34	2.7778	1
35	2.7778	1
36	2.7778	1
37	2.7778	1
38	2.7778	1
39	2.7778	1
40	2.7778	1
41	2.7778	1



Image ID: 000001162187 Type: GEN
Page 6 of 7

BK 4532 PG 109

Unit Number	Allocated Interest	Number of Votes
42	2.7778	1
43	2.7778	1
44	2.7778	1
45	2.7778	1
46	2.7778	1
47	2.7778	1
48	2.7778	1
49	2.7778	1
54	2.7778	1
55	2.7778	1
56	2.7778	1
58	2.7778	1
59	2.7778	1
60	2.7778	1
61	2.7778	1
62	2.7778	1
TOTAL (36 Units)	100.0	36



Image ID: 000001162188 Type: GEN
Page 7 of 7

EK 4532 PG 110

SEE SHEET 1 OF 4
FOR DETAIL OF LOTS
DECLARED IN PHASE II



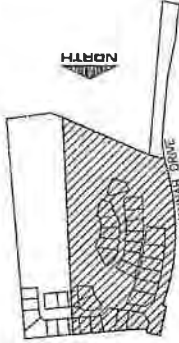
LEGEND

- CHISEL MONUMENT TO BE SET
- EASTWENT AREA FOR UNDERGROUND PROpane TANKS
- UNIT OF DRAINAGE AND UTILITY ADJACENT

N/F
RICHARD A. & BONNIE L. KLEIN
1703-306

**GARRISON FALLS
CONVERTIBLE/WITHDRAWABLE
REAL ESTATE
14.485± AC.**

KEY MAP
1" = 500'

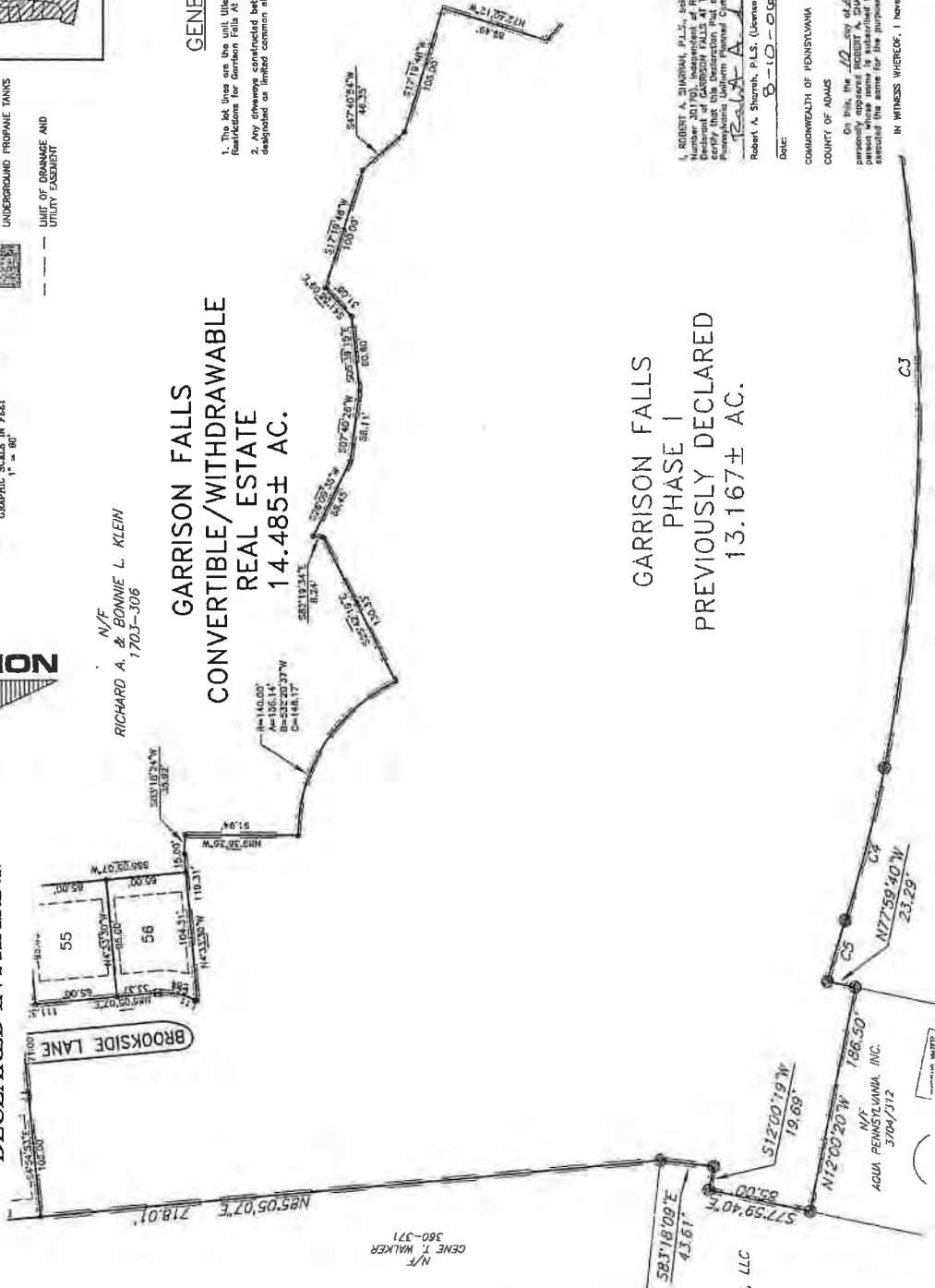


GENERAL NOTES

- The lot lines are the unit line lines, as defined in the Ordinance of Conventions and Ratifications for Garrison Falls At The Links At Gettysburg, A Planned Community.
- Any driveway constructed between Brookside Lane, and the unit line lines are hereby designated as limited common elements appurtenant to the units they serve.

SEE SHEET 3 FOR
GARRISON FALLS
COMMUNITY PERIMETER
CURVE & LINE TABLES

**GARRISON FALLS
PHASE I
PREVIOUSLY DECLARED
13.167± AC.**



I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 20170) independent of the Pennsylvania Department of Environmental Protection, hereby certify that this Declaration Part contains all information required by Section 8210 of the Pennsylvania Uniform Planning Community Act, as amended.

Robert A. Sharrah, P.L.S. (License No. 20170)

Date: 8-10-06

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

On this, the 10 day of August, 2006, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me (or satisfactorily proven) to be the person whose name and position are stated above, and acknowledged to me that he executed the same for the purposes herein contained.

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

Richard A. Sharrah
Notary Public

NOTARIAL SEAL
RICHARD A. SHARRAH, Notary Public
My Commission Expires Nov. 30, 2008

PHASE II

FIRST AMENDED DECLARATION PLAT

SCALE
1"=60'

SHEET NO.
2 OF 4

**GARRISON FALLS
AT
THE LINKS AT GETTYSBURG
A PLANNED COMMUNITY**

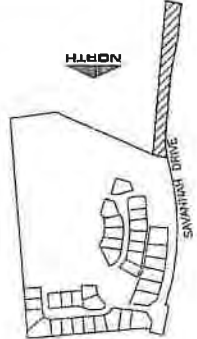
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

REVISIONS		PLAN PREPARATION	
NO.	DATE	DESCRIPTION	
		DRAWN BY: DEF	DATE: 09/08/06
		DESIGNED BY: RAS	FILE: 9924
		CHECKED BY: RAS	DWG. NO.: E-679
		AUTOCAD FILENAME: GF-DEC-II	

SHARRAH DESIGN GROUP, INC.

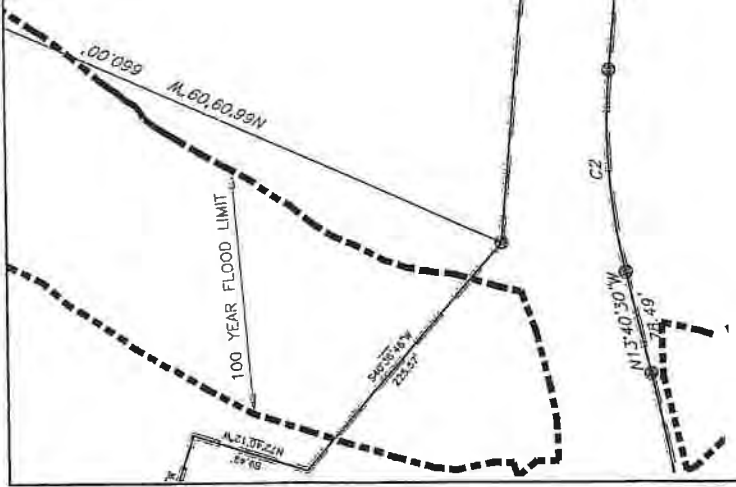
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922

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GARRISON FALLS PREVIOUSLY DECLARED PHASE I 13.167 ± ACRES

N/F
JAMES W. WAYBRIGHT
&
SHIRLEY ANN WAYBRIGHT
1423-346



GARRISON FALLS COMMUNITY

PERIMETER CURVE TABLE				
CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1790.57	57.03	N78°34'55"W	57.03
C2	1465.00	152.93	S62°17'43"W	151.84
C3	1535.00	171.48	N01°00'30"W	170.14
C4	1035.00	116.63	N14°38'23"E	116.30
C5	265.00	51.84	N16°37'25"E	51.83

GENERAL NOTES

- The lot lines are the unit lot lines, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community.
- Any driveway constructed between Brookside Lane, and the unit lot lines are hereby designated as limited common elements appurtenant to the units they serve.

I, ROBERT A. SHARBAN, P.L.S., being a Registered Professional Land Surveyor (License Number 30170), independent of ROBERT A. SHARBAN, P.L.S., and L. KLEIN, P.L.S., do hereby certify that this Declaration of Intent contains all information required by Section 5210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharban, P.L.S. (License No. 30170)
Date: 8-10-09

COMMONWEALTH OF PENNSYLVANIA : SS:
COUNTY OF ADAMS

On this 10th day of August, 2009, before me, the undersigned officer, personally appeared ROBERT A. SHARBAN, known to me (or solicited in person) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.
Notary Public
MICHAEL A. ZOLER, Notary Public
Notary Public Seal
My Commission Expires Nov. 26, 2010

PHASE II

FIRST AMENDED DECLARATION PLAT	SCALE AS NOTED
GARRISON FALLS	SHEET NO. 3 OF 4
THE LINKS AT GETTYSBURG	
A PLANNED COMMUNITY	
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	

REVISIONS	PLAN PREPARATION
NO. DATE DESCRIPTION	DRAWN BY: DEF DATE: 08/08/06
	DESIGNED BY: RAS FILE: 5924
	CHECKED BY: RAS DWG. NO.: E-879
	AUTOCAD FILENAME: GF-DEC-II

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1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
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RECORDERS NOTE:
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN
MISC. DRAWER IN THE
RECORDER OF DEEDS OFFICE.
PATSY S. GOCHENAUER
RECORDER OF DEEDS

Image ID: 000001298241 Type: GEN
Recorded: 01/18/2007 at 11:01:39 AM
Fee Amt: \$37.50 Page 1 of 7
Instr# 200700001168
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 4714 PG 215

**SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 19th day of December,
2006, by **Richard A. Klein and Bonni L. Klein**, husband and wife (together, the
"Declarant").

WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, executed by Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4231, Page 105 (the "**Declaration**"), Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (the "**Act**") certain real estate depicted on a certain Phase I Declaration Plat dated November 18, 2005, and attached to the Declaration as Exhibit "B" and made a part thereof (the "**Phase I Declaration Plat**"), and created a flexible planned community known as "Garrison Falls At The Links At Gettysburg, A Planned Community" (the "**Community**"), initially consisting of twenty-eight (28) units.

B. Pursuant to Article XX of the Declaration, Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recording of the Declaration.

C. Pursuant to a certain First Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated August 11, 2006, executed by Declarant and recorded in Adams County Record Book 4532,

{A872258;}

Page 104 (the "**First Amendment**"), Declarant converted a portion of the Convertible Real Estate described in the First Amendment into eight (8) additional Units and Limited Common Elements appurtenant thereto, as depicted on a certain Phase II First Amended Declaration Plat dated August 8, 2006, and attached to the First Amendment as Exhibit "B" and made a part thereof (the "**Phase II Declaration Plat**").

D. Declarant now desires to amend the Phase I Declaration Plat and Phase II Declaration Plat in order to depict thereon certain easement areas for the installation of underground propane storage tanks and related distribution facilities, as provided by that certain Declaration of Propane Facilities Easement dated July 25, 2003, and recorded in Adams County Record Book 3211, Page 243, as amended.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The Phase I Declaration Plat is hereby replaced in its entirety by the amended Phase I Declaration Plat dated November 18, 2005, last revised on November 16, 2006, and attached hereto as **Exhibit "A"** and made a part hereof.

2. The Phase II Declaration Plat is hereby replaced in its entirety by the amended Phase II First Amended Declaration Plat dated August 8, 2006, last revised on November 16, 2006, and attached hereto as **Exhibit "B"** and made a part hereof.


3. Except as modified by this Second Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements created pursuant to the Declaration and the First Amendment.



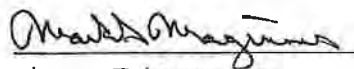
IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed as of the day and year first above written.

WITNESS:

DECLARANT:


MARK S MAGINNIS


Richard A. Klein


MARK S MAGINNIS


Bonni L. Klein


Image ID: 000001298243 Type: GEN
Page 3 of 7
BK 4714 Pg 217

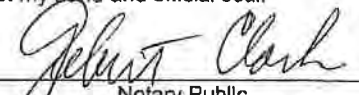
COMMONWEALTH OF PENNSYLVANIA :

: SS:

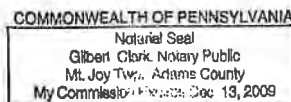
COUNTY OF ADAMS

On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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


Notary Public
(SEAL)

My Commission Expires: 12-13-09



CONSENT (Unit 3)

On this, the 6th day of January, 2007,
Charlene Wittenberg [name] and Peter Wittenberg [name],
 [status], have executed this Consent to the
 Second Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The
 Links At Gettysburg, A Planned Community to which this Consent is appended, to
 acknowledge, agree with, and consent to the terms and provisions of the Second
 Amendment as consenting parties to the Second Amendment and as purchasers of a Unit.

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

WITNESS:

Cynthia Vonnichter [Name]
Dr. Charlene Wittenberg [Name]
Cynthia Vonnichter [Name]
[Signature] [Name]

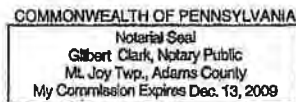
STATE OF Pennsylvania
 COUNTY OF Adams

SS:

Image ID: 000001298244 Type: GEN
 Page 4 of 7
 BK **4714** Pg **218**

On this, the 6th day of January, 2007, before me, a Notary
 Public, the undersigned officer, personally appeared Charlene Wittenberg [name]
 and Peter Wittenberg [name], [status],
 known to me (or satisfactorily proven) to be the persons whose names are subscribed to the
 foregoing instrument, and acknowledged that they executed the foregoing instrument for the
 purposes therein contained.

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



Gilbert Clark
 Notary Public
 (SEAL)

My Commission Expires: 12-13-09

CONSENT (Unit 48)

On this, the 19th day of December, 2006, The Gettysburg Community, LLC, has executed this Consent to the Second Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community to which this Consent is appended, to acknowledge, agree with, and consent to the terms and provisions of the Second Amendment as consenting parties to the Second Amendment and as purchaser of a Unit.

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

WITNESS/ATTEST:

THE GETTYSBURG COMMUNITY, LLC:

By: [Signature]
Name: MARK SHAGINIS
Title: _____

By: [Signature]
Name: Robert K. Wormald, Jr.
Title: General Manager

STATE OF Pennsylvania
COUNTY OF Adams

SS:

Image ID: 000001298245 Type: GEN
Page 5 of 7
BK 4714 PG 219

On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared Robert K. Wormald, Jr., who acknowledged himself to be the General Manager of THE GETTYSBURG COMMUNITY, LLC, a Maryland limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained as such officer.

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

[Signature]
Notary Public

(SEAL)

My Commission Expires: 12-13-09

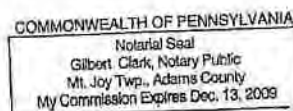


EXHIBIT "A"

AMENDED PHASE I DECLARATION PLAT

The amended Phase I Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community, dated November 18, 2005, and last revised on November 16, 2006, consisting of a total of four (4) pages, is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, and is hereby incorporated herein by reference and made an Integral part hereof.



Image ID: 000001298246 Type: GEN
Page 6 of 7

BK 4714 PG 220

EXHIBIT "B"

AMENDED PHASE II DECLARATION PLAT

The amended Phase II First Amended Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community dated August 8, 2006, and revised on November 16, 2006, consisting of a total of four (4) pages, is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, and is hereby incorporated herein by reference and made an integral part hereof.


Image ID: 000001298247 Type: GEN
Page 7 of 7
BK 4714 PG 221

After recording, please return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166



LOT LINE TABLE		
LINE	BEARING	LENGTH
L14	S 85°23'05" E	1.05

LOT CURVE TABLE				
CURVE	LEN, H	RADIUS	CHORD	CHORD DIRECTION
C1	78.65	50.00	70.93	S 47°24'13" E
C2	8.72	50.00	8.31	N 88°01'13" W
C3	12.63	50.00	12.20	N 88°01'13" W
C4	40.13	50.00	39.60	N 88°01'13" W
C5	31.41	50.00	30.93	N 31°53'54" E

Image ID: 00000102151 Type: S&P
 Date Acquired: 01/16/2007 at 11:01:23 AM
 File Name: 217_00_P027_01.tif
 File Path: E:\Data\2007\00011111
 Adams County, PA
 Patricia S. Dechenauer Recorder of Deeds
 4714 po215

N/F
FREDERICK C. FRYER
&
KAY E. FRYER
1079-204 & 490-607
LOTS 1&2 PB 48, P62

GARRISON FALLS PHASE II
1.738 ± ACRES

KEY MAP
1"= 500'

GENERAL NOTES

1. The lot lines are the unit title lines, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Lakes At Galtysburg, A Planned Community.
2. Any driveways constructed between Brookside Lane, and the unit title lines are hereby designated as limited common elements appurtenant to the units they serve.

1. ROBERT A. CHAMBERLAIN, P.L.S., being a Registered Professional Land Surveyor (License No. 30170), and ROBERT A. KLEN and BONNIE L. KLEN, collectively the Declaration of GARRISON FALLS at the JAMES AT GETTYSBURG, a PLANNED COMMUNITY, hereby certify that this Declaration Part contains all information required by Section 2310 of the Pennsylvania Uniform Planned Community Act, as amended.

12-26-88 A 8

Robert A. Shorch, P.L.S. (License No. 30170)

11-23-86

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this, the 21st day of November 2020, before me, the undersigned officer, personally appeared ROBERT A. SHAW, 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 purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.
John L. Barker
 Notary Public

CONFIDENTIALITY OF PERSONAL DATA

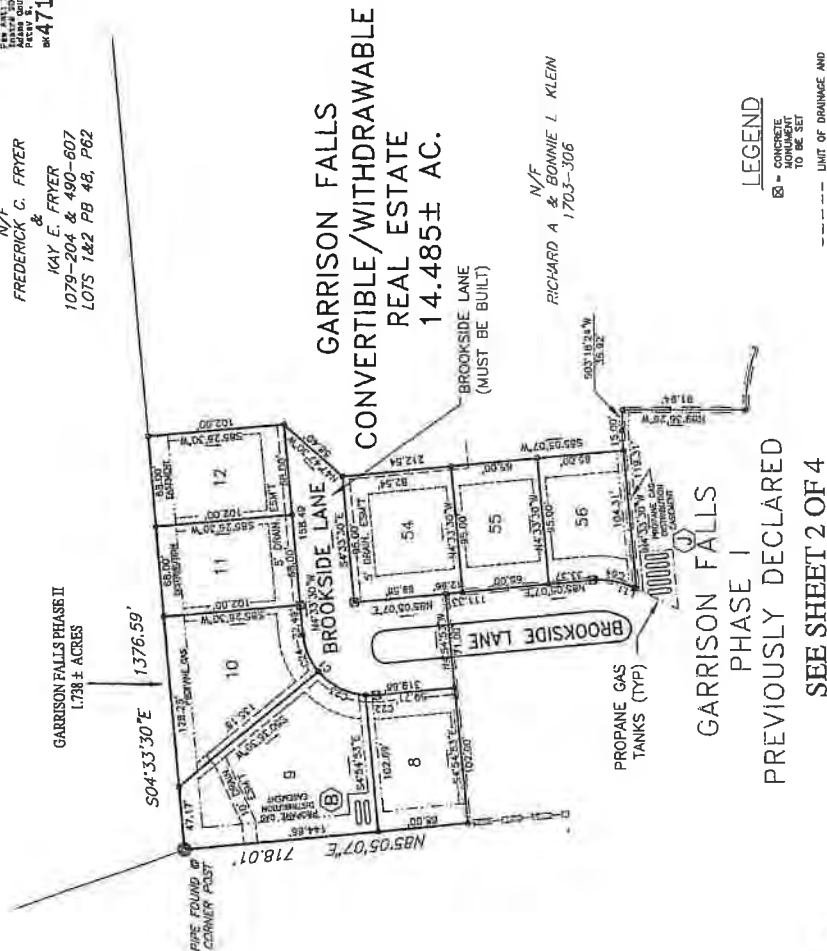
PHASE II

<p>FIRST AMENDED DECLARATION PLAT</p>	<p>SCALE 1"=60'</p>
<p>GARRISON FALLS</p>	
<p>THE LINKS AT GETTYSBURG</p>	
<p>A PLANNED COMMUNITY</p>	
<p>MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA</p>	
<p>SHEET NO. 1 OF 4</p>	

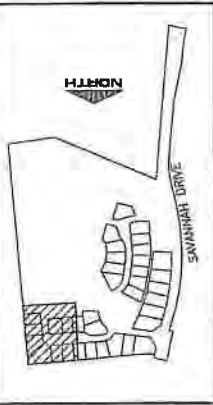
PLAN PREPARATION	
DRAWN BY: DEF	DATE: 08/08/06
DESIGNED BY: RAS	FILE: 9524
CHECKED BY: RAS	DWG. NO.: E-679
AUTOCAD FILENAME: GF-DEC-II	

REVISIONS		
NO.	DATE	DESCRIPTION
1	11-15-06	ADD GAS EASEMENTS

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Land Surveying & Consulting Services
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Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
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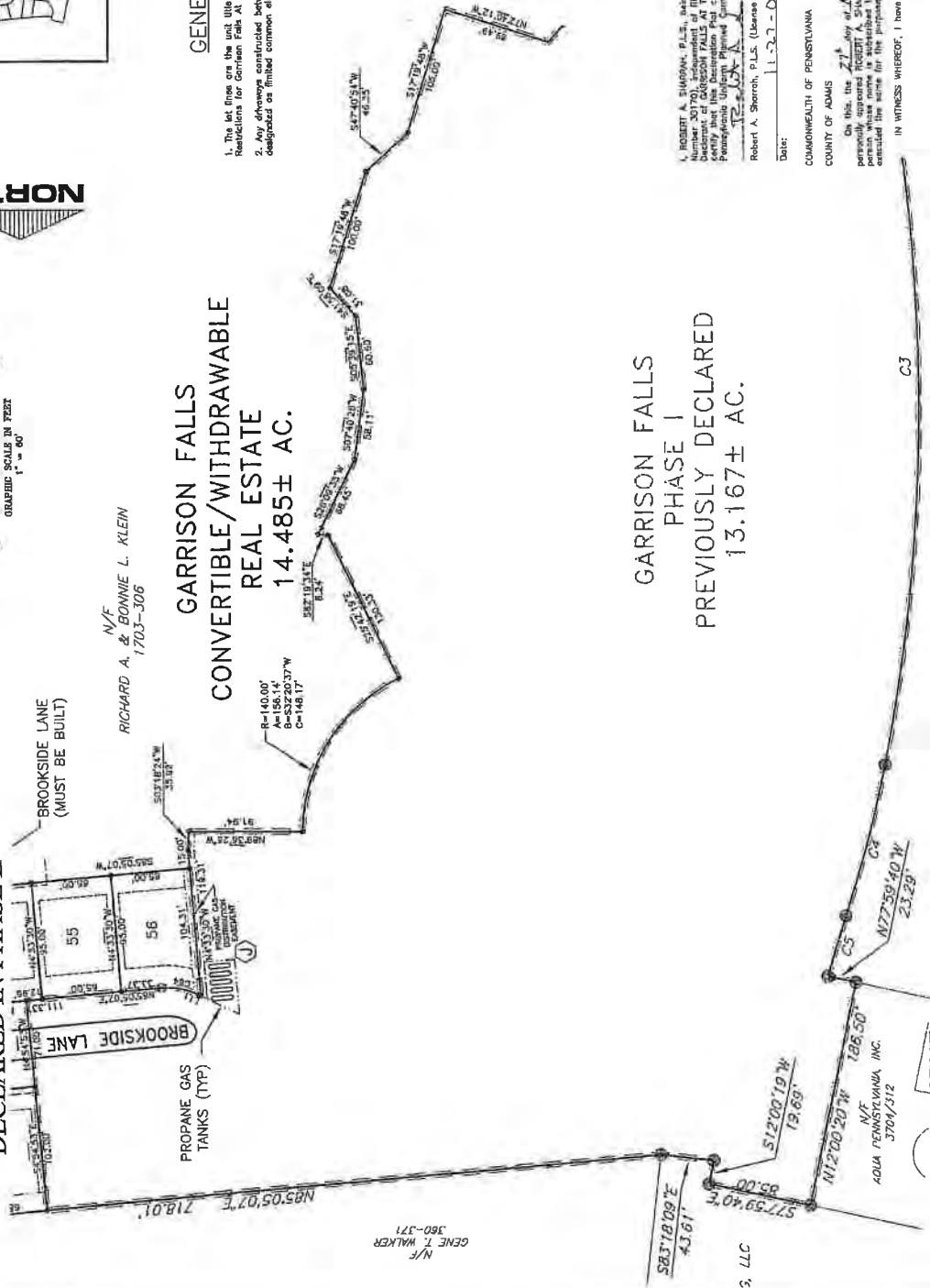
SEE SHEET 1 OF 4
FOR DETAIL OF LOTS
DECLARED IN PHASE II



KEY MAP
1" = 500'

N/F
RICHARD A. & BONNIE L. KLEIN
1703-306

GARRISON FALLS CONVERTIBLE/WITHDRAWABLE REAL ESTATE 14.485± AC.



GENERAL NOTES

1. The set lines are the unit line lines, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community.
2. Any driveway constructed between Brookside Lane, and the unit line lines are hereby designated as limited common elements appurtenant to the units they serve.

SEE SHEET 3 FOR
GARRISON FALLS
COMMUNITY PERIMETER
CURVE & LINE TABLES

LEGEND

- ☒ - CONCRETE MONUMENT TO BE SET
- LIMIT OF DRAINAGE AND UTILITY EASEMENT

GARRISON FALLS
PHASE I
PREVIOUSLY DECLARED
13.167± AC.

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 30170), independent of RICHARD A. KLEIN and BONNIE L. KLEIN, collectively the Declarants of this Declaration, do hereby certify that the above described property is a part of the Garrison Falls At The Links At Gettysburg, A Planned Community, as created by the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, as recorded in the Office of the Recorder of Deeds for Adams County, Pennsylvania, Book 11, Page 111, and is subject to the provisions of the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, as recorded in the Office of the Recorder of Deeds for Adams County, Pennsylvania, Book 11, Page 111.

Robert A. Sharrah, P.L.S. (License No. 30170)

Date: 11-27-06

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this 27th day of November, 2006, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Last Published: 11/27/06
My Commission Expires: 11/27/08

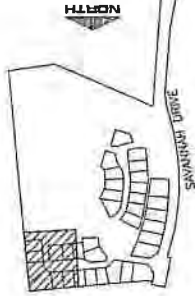
PHASE II

NO.	DATE	DESCRIPTION
1	11-16-06	ADJ. GAS EASEMENTS

NO.	DATE	DEF	DATE: 08/08/06'

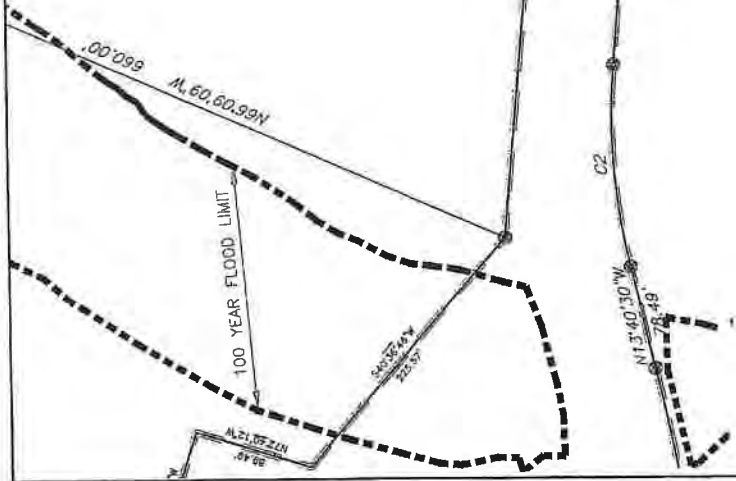
NO.	DATE	DEF	DATE: 08/08/06'

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GARRISON FALLS PREVIOUSLY DECLARED PHASE I 13.167 ± ACRES

N/F
JAMES W. WAYBRIGHT
&
SHIRLEY ANN WAYBRIGHT
1423-346



GARRISON FALLS COMMUNITY PERIMETER CURVE TABLE

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	1298.97	52.03	N77°25'56"W	52.03
C2	463.00	47.48	N10°18'08"E	151.84
C3	1035.00	128.30	N14°55'13"E	866.14
C4	965.00	51.84	N16°57'25"E	51.83

GENERAL NOTES

- The lot lines are the unit this sheet, as defined in the Declaration of Covenants and Restrictions for Garrison Falls at The Links at Gettysburg, A Planned Community.
- Any driveways constructed between Brodhead Lane and the unit this sheet are hereby designated as limited common driveway appurtenant to the unit this sheet.

I, ROBERT A. SHERRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 30170), independent of ROBERT A. KLEN and DONNA L. KLEN, collectively the Descent of GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY, hereby certify that the foregoing is a true and correct copy of the original survey as required by the Pennsylvania Professional Land Surveyor Act, as amended.

Robert A. Sherrah, P.L.S. (License No. 30170)

Date: 11-27-06

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this, the 27th day of November, 2006, before me, the undersigned officer, personally appeared ROBERT A. SHERRAH, who is not for said affidavit a party to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes therein contained.

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

Notary Public
COMMONWEALTH OF PENNSYLVANIA
City of Harrisburg, Dauphin County
(My Commission Expires Nov. 3, 2008)

PHASE II

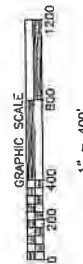
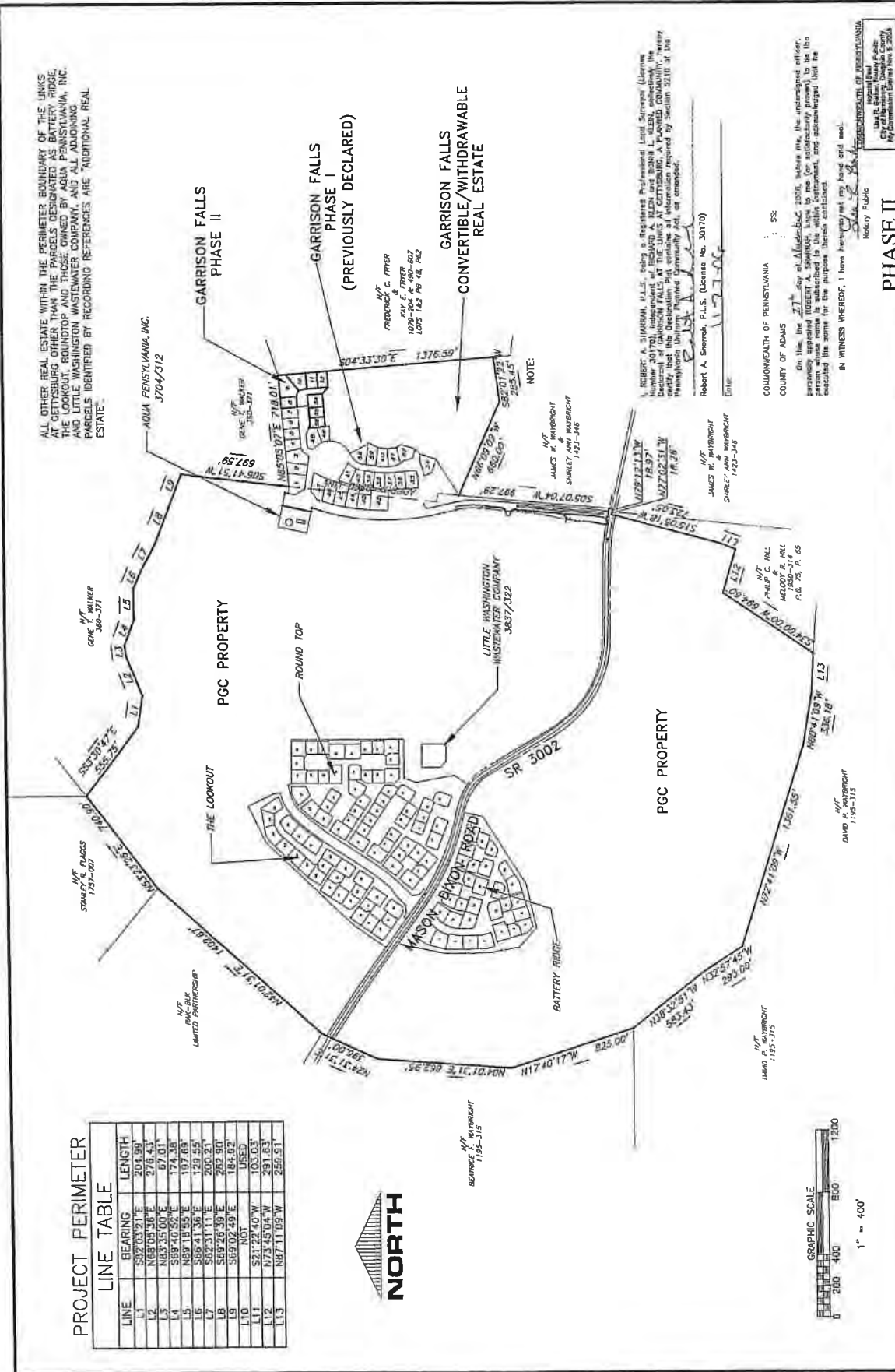
FIRST AMENDED DECLARATION PLAT	SCALE AS NOTED
GARRISON FALLS	SHEET NO. 3 OF 4
THE LINKS AT GETTYSBURG A PLANNED COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	

NO.	DATE	DESCRIPTION	DRAWN BY:	DEF	DATE:	08/08/06
			DESIGNED BY:	RAS	FILE:	9924
			CHECKED BY:	RAS	DWG. NO.:	E-679
			AUTOCAD FILENAME:	GF-DEC-II		

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Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
© Sherrah, 2006

PROJECT PERIMETER

LINE TABLE		
LINE	BEARING	LENGTH
L1	S87°03'21"E	204.98'
L2	N68°05'36"E	276.43'
L3	N83°35'00"E	67.01'
L4	S85°40'52"E	174.38'
L5	N89°18'53"E	197.69'
L6	S66°41'36"E	129.55'
L7	S02°31'11"E	200.21'
L8	S69°26'39"E	282.90'
L9	S69°02'49"E	184.97'
L10	N07°11'09"W	259.91'
L11	S71°22'40"W	103.03'
L12	N73°45'04"W	291.83'
L13	N87°11'09"W	259.91'



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Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922

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REVISIONS

NO.	DATE	DESCRIPTION
1	08/09/06	DATE: 08/09/06
2		DRAWN BY: DEF
3		DESIGNED BY: RAS
4		CHECKED BY: RAS
5		DWG. NO.: E-679
6		AUTOCAD FILENAME: GF-1A-DEC-DEEDPLOT

PLAN PREPARATION

DRAWN BY: DEF	DATE: 08/09/06
DESIGNED BY: RAS	FILE: 9924
CHECKED BY: RAS	DWG. NO.: E-679
AUTOCAD FILENAME: GF-1A-DEC-DEEDPLOT	

FIRST AMENDED DECLARATION PLAT

GARRISON FALLS	SCALE AS NOTED
THE LINKS AT GETTYSBURG	SHEET NO. 4 OF 4
A PLANNED COMMUNITY	
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	

PHASE II

Notary Public
JAMES W. WATKINS
City of Harrisburg, Dauphin County
My Commission Expires Nov 5, 2008

COMMONWEALTH OF PENNSYLVANIA : SS:
COUNTY OF ADAMS

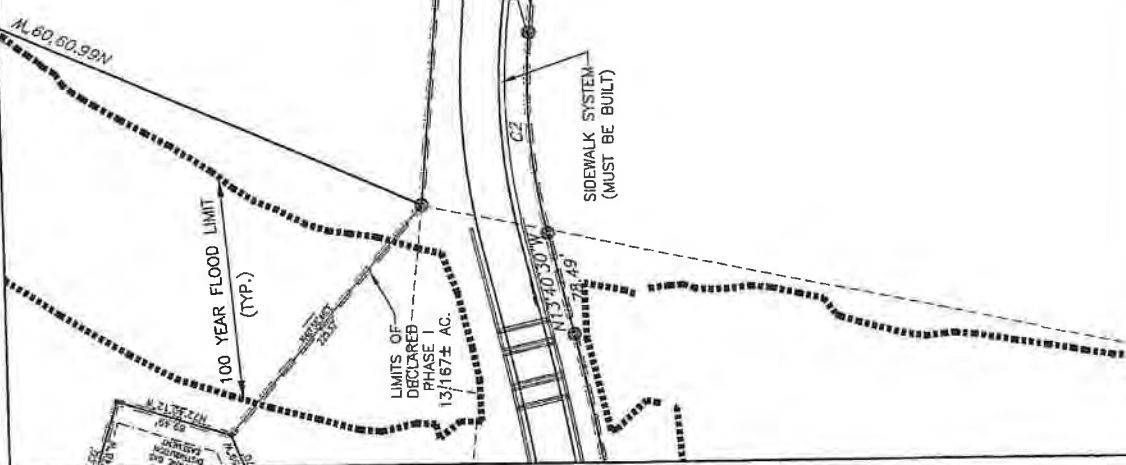
On this day of March 2006, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License No. 1152-315) duly sworn, depose and say that the foregoing is a true and correct copy of the Declaration of the Garrison Falls at the Links at Gettysburg, A Planned Community, hereby made by the Garrison Falls at the Links at Gettysburg, A Planned Community, and that the same is a true and correct copy of the Declaration of the Garrison Falls at the Links at Gettysburg, A Planned Community, as required by Section 3210 of the Pennsylvania Uniformed Gifts to Minors Act, et cetera.

Robert A. Sharrah, P.L.S. (License No. 30170)

Date: 11-27-06



N/F
JAMES W. WAYBRIGHT
&
SHIRLEY ANN WAYBRIGHT
1423-346

LIMITS OF
DECLARED
PHASE I
13.167± AC.

LIMITS OF
DECLARED
PHASE I
13.167± AC.

S05°07'04" W 973.01'

SAVANNAH DRIVE
(MUST BE BUILT)

SAVANNAH DRIVE
(MUST BE BUILT)

N/F
THE LINKS AT GETTYSBURG, LLC
1410-003

MASON DIXON ROAD
SR3002
(EXISTING 24')

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 30170) Independent of SHARRAH & SHARRAH, L.L.C., a Limited Liability Company, do hereby certify that this Declaration First contains all information required by Section 3210 of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, P.L.S. (License No. 30170)

Date: 11-27-06

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

On this, the 27th day of November, 2006, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me (or satisfactorily proven) to be the person whose name is subscribed to this Declaration, and acknowledged that he executed this same for the purposes and consideration herein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.
Robert A. Sharrah
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Robert A. Sharrah, P.L.S.
License No. 30170
Notary Public

PHASE I

DECLARATION PLAT			SCALE	
GARRISON FALLS			AS NOTED	
THE LINKS AT GETTYSBURG			SHEET NO.	2 OF 4
A PLANNED COMMUNITY				
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA				
REVISIONS		PLAN PREPARATION		
NO.	DATE	DESCRIPTION	DRAWN BY: RAS/AMW	DATE: 11-18-05
1	02-24-06	ADD ROAD NAMES		
2	11-18-06	ADD UAS EASEMENTS	DESIGNED BY: RAS	FILE: 9924
			CHECKED BY: RAS	DWG. NO.: E-680
			AUTOCAD FILENAME: GF-DEC-SHT1-SHT2	
SHARRAH DESIGN GROUP, INC. Land Surveying & Consulting Services 1270 Fairfield Road, Suite 5 Gettysburg, PA 17325-7246 Tel 717-334-5400 Fax 717-334-0922 © copyright 2005				



GARRISON FALLS
PHASE I
13.167± AC.

N/F
FREDERICK C. FRYER
KAY E. FRYER
1079-204 & 490-607
LOTS 1&2 PB 48, P62

N/F
GENE T. WALKER
360-371

CONVERTIBLE/WITHDRAWABLE
REAL ESTATE
16.223± AC.

GARRISON FALLS
DRIVE

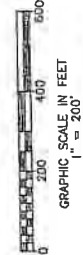
BRIDGE
VALLEY
ROAD

N/F
JAMES W. WYBRIGHT
&
SHIRLEY ANN WYBRIGHT
1423-346

MASON DIXON ROAD
SR 3002

N/F
AQUA PENNSYLVANIA, INC.
3704/312

N/F
THE LINKS AT GETTYSBURG, LLC
1410/202 & 1410/0021



GRAPHIC SCALE IN FEET
1" = 200'

SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922
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REVISIONS		PLAN PREPARATION	
NO.	DATE	DESCRIPTION	DATE
1	02-21-05	400 8000 NAMES	11-22-05
		DRAWN BY: RAS/JWV	FILE: 9824
		DESIGNED BY: RAS	CHECKED BY: RAS
		DWG. NO.: E-660	AUTOCAD FILENAME: GF-DEC-SHT3

DECLARATION PLAT		SCALE	
GARRISON FALLS		AS NOTED	
THE LINKS AT GETTYSBURG		SHEET NO. 3 OF 4	
A PLANNED COMMUNITY		MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	

PERIMETER LINE TABLE		
LINE	BEARING	LENGTH
L1	N77°25'56"W	54.04
L2	N101°18'06"E	100.81
L3	N04°05'17"E	98.54
L4	N13°40'30"W	78.49
L5	N77°59'40"W	23.29
L6	N12°00'20"E	186.50
L7	S77°59'40"E	85.00
L8	S12°00'20"W	19.69
L9	S83°18'08"E	43.61

PERIMETER CURVE TABLE			
CURVE	RADIUS	LENGTH	CHORD
C1	1296.57	52.03	52.03
C2	465.00	152.52	151.84
C3	1535.00	671.48	666.14
C4	1035.00	128.38	128.30
C5	965.00	51.84	51.83

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 20170), independent of RICHARD A. KLEIN and ROBERT L. KLEIN, collectively the Surveyors of GARRISON FALLS AT THE LINKS AT GETTYSBURG, a Planned Community, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, P.L.S. (License No. 20170)

Date: 11-22-05

COUNTY OF ADAMS : 55:
COMMONWEALTH OF PENNSYLVANIA :
On this, the 27th day of March, 2005, before me, the undersigned officer, personally appeared ROBERT A. SHARRAH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

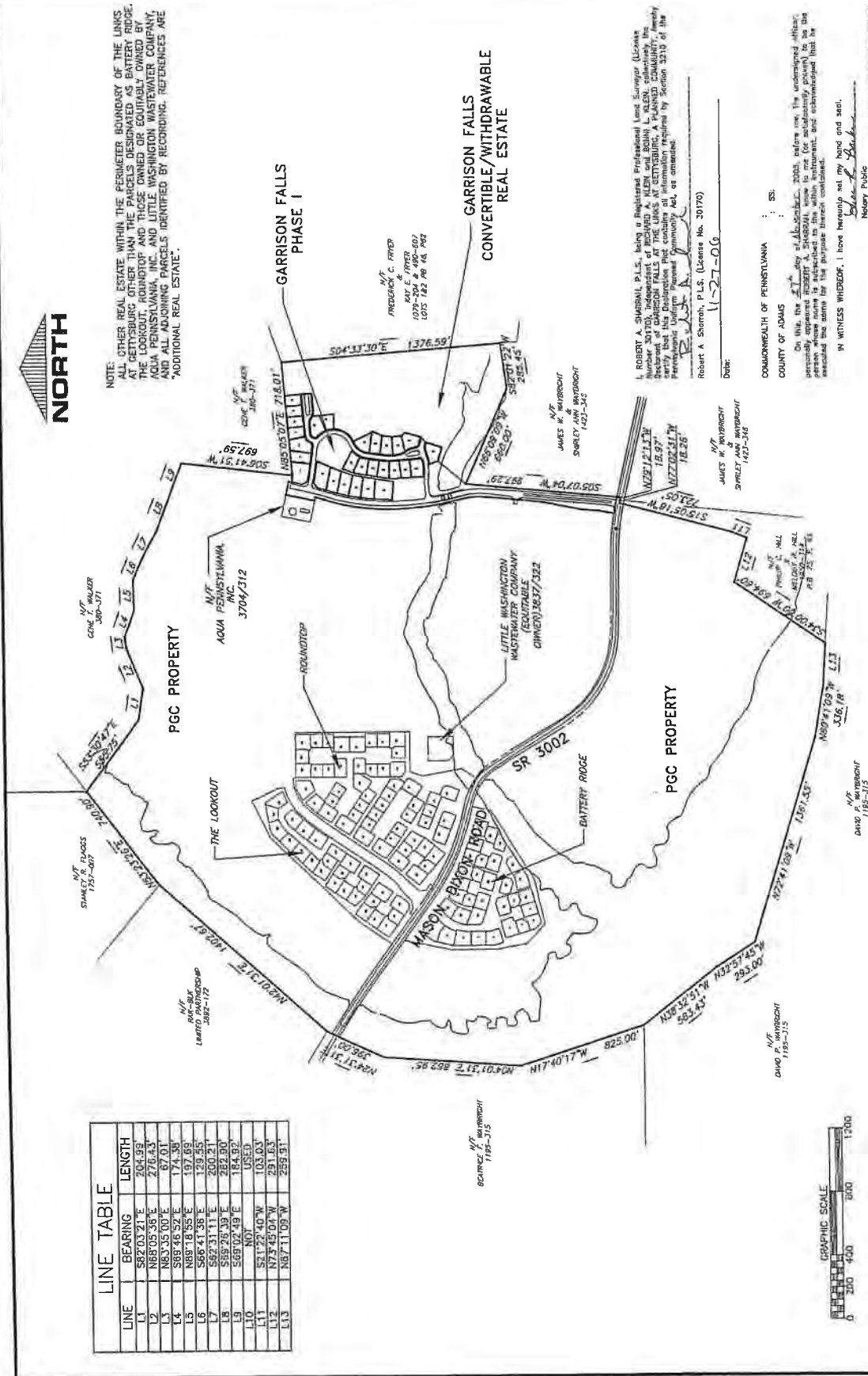
IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Lynn R. Sharrah, Notary Public
Adams County
My Commission Expires Nov. 1, 2008

LINE TABLE		
LINE	BEARING	LENGTH
L1	S82.03.21"E	704.39'
L2	S88.05.35"E	276.43'
L3	N83.53.05"E	67.01'
L4	S69.46.52"E	174.30'
L5	N89.18.55"E	197.69'
L6	S66.41.36"E	139.55'
L7	S62.31.11"E	200.21'
L8	S59.26.39"E	252.90'
L9	S69.02.49"E	184.92'
L10	NOT USED	
L11	S51.72.40"W	103.03'
L12	N73.45.04"W	231.63'
L13	N67.51.05"W	221.91'

NOTE: ALL OTHER REAL ESTATE WITHIN THE PERIMETER BOUNDARY OF THE LINKS AT GETTYSBURG OTHER THAN THE PARCELS DESIGNATED AS BATTERY RIDGE, THE LOOKOUT, ROUNDTOP AND THOSE OWNED OR EQUITABLY OWNED BY AQUA PENNSYLVANIA, INC. AND LITTLE WASHINGTON WASTEWATER COMPANY, AND ALL ADJOINING PARCELS IDENTIFIED BY RECORDING REFERENCES ARE AN ADDITIONAL REAL ESTATE.



I, ROBERT A. SHUBAL, P.L.S., being a Registered Professional Land Surveyor (License Number 30710), independent of BECHARA A. ALLEN and BOBBI L. ALLEN, collectively the Decedents of CHARBONNIE FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY, hereby certify that this Declaration has been made by me in my own presence and before me, and that the same is true and correct.

Witness my hand and seal this _____ day of _____, 2016.

Robert A. Shubal, P.L.S. (License No. 30710)

Date: 11-27-06

COMMONWEALTH OF PENNSYLVANIA : SS:
 COUNTY OF ADAMS :

On this, the 27th day of November, 2006, before me the undersigned officer of the County of Adams, State of Pennsylvania, personally appeared CHARBONNIE FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY, to wit: BECHARA A. ALLEN and BOBBI L. ALLEN, known to me to be the persons whose name is subscribed to this within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

PHASE I

LISA R. BARNER, Mayor Pro Tem
 City of Humboldt, Oregon
 City of Humboldt Expires Nov. 5, 2009

DECLARATION PLAT

SCALE
AS NOTED

GARRISON FALLS

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

PLAN PREPARATION

NO.	DATE	DESCRIPTION	DRAWN BY:	RAS/JWV	DATE:	11-22-05
1	02-24-08	ADD ROAD NAMES	DESIGNED BY:	RAS	FILE:	9924
			CHECKED BY:	RAS	DWG. NO.:	E-660
			AUTOCAD FILENAME: GF-DEC-SHT4			

REVISIONS

NO.	DATE	DESCRIPTION
1	02-24-06	ADD ROAD NAME

SHARRAH DESIGN GROUP, INC.

Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, PA 17325-7246
Tel 717-334-5400 Fax 717-334-0922

Tel 717-334-5400 Fax 717-334-0922

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Image ID: 000001440478 Type: GEN
Recorded: 06/28/2007 at 11:05:55 AM
Fee Amt: \$18.50 Page 1 of 3
Instr# 200700012188
Adams County, PA
Patev S. Gochenauer Recorder of Deeds
BK 4890 PG 147

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 27th day of June, 2007,
by Richard A. Klein and Bonni L. Klein, husband and wife (together, the "Declarant").

BACKGROUND:

A. The Declarant executed a Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, and recorded on December 5, 2003, in Adams County Record Book 4231, Page 105 (as amended, the "Declaration"), in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* (the "Act").

B. Pursuant to Article XIX of the Declaration, the Declarant is required to construct two (2) tennis courts within The Links At Gettysburg Planned Golf Community ("PGC").

C. Pursuant to Article XIX of the Declaration, the Declarant is also required to create a one (1) acre Open Space Recreation Area ("OSRA") which will be improved with certain children's recreational equipment, benches, and other recreational equipment or facilities.

D. The Declarant now desires to amend the Declaration in accordance with the terms and conditions set forth herein.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. Subsection 19.1.1 of the Declaration is amended to add the following provision:

"The Declarant shall begin construction of the two (2) tennis courts described in Section 19.1 hereof no later than June 6, 2009, and construction thereof shall be completed no later than ten (10) months later."

2. Subsection 19.1.1 of the Declaration is further amended to add the following provision:

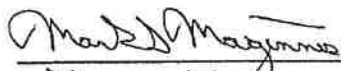
"Following completion of the OSRA, the Declarant shall have the right, but not the obligation, to convey title to the OSRA, in fee simple, to the Master Association."

3. Except as modified by this Amendment, all of the terms and provisions of the Declaration are hereby ratified and confirmed.


IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

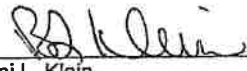
WITNESS:

DECLARANT:


MARK S MAGINNIS


Richard A. Klein


MARK S MAGINNIS


Bonni L. Klein


Inmate ID: 000001440478 Type: GEN
Page 2 of 3

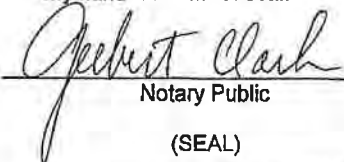
BK4890 PG148

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

On this, the 27th day of June, 2007, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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


Notary Public
(SEAL)

My Commission Expires:

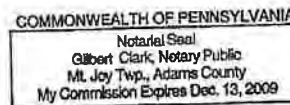
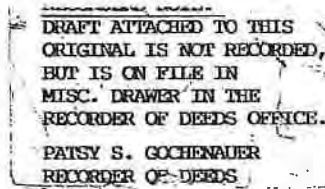


Image ID: 000001440480 Type: GEN
Page 3 of 3

BK 4890 PG 149

After recording, please return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166



**FOURTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 22nd day of June, 2007, by **Richard A. Klein and Bonni L. Klein**, husband and wife (together, the "**Declarant**").

WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, executed by the Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4231, Page 105 (the "**Declaration**"), the Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (the "**Act**") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Garrison Falls At The Links At Gettysburg, A Planned Community" (the "**Community**"), initially consisting of twenty-eight (28) Units.

B. Pursuant to Article XX of the Declaration, the Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recording of the Declaration.

C. Pursuant to a certain First Amendment to the Declaration dated August 11, 2006, executed by the Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4714, Page 215, the Declarant created eight (8) additional Units, increasing the total number of Units in the Community from twenty-eight (28) to thirty-six (36).

{A956664:1}

Image ID: 000001440489 Type: GEN
Recorded: 06/28/2007 at 11:13:67 AM
Fee Amt: \$30.50 Page 1 of 3
Instr# 200700012183
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds
BK4890 PG158

D. The Declarant now desires to convert the portion of the Convertible Real Estate which is described in **Exhibit "A"** hereto and which is referred to herein as the "Converted Real Estate" into Units and Limited Common Elements as hereinafter provided, thus increasing the total number of Units in the Community from thirty-six (36) to sixty-two (62).

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, the Declarant hereby amends the Declaration as follows:

1. The Converted Real Estate, as described on **Exhibit "A"** hereto, being a portion of the Convertible Real Estate described in Exhibit "D" to the Declaration, is hereby converted into the Units and Limited Common Elements appurtenant thereto as shown on the Second Amended Declaration Plat attached as **Exhibit "B"** hereto and made a part hereof.

2. Pursuant to Section 5211 of the Act, the Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated Interests, votes in the Association and Common Expense liabilities as shown on **Exhibit "C"** attached hereto and made a part hereof.

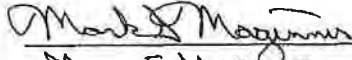
3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements hereby created.


Image ID: 000001440490 Type: GEN
Page 2 of 9
BK 4890 PG 159


IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed
as of the day and year first above written.

WITNESS:

DECLARANT:


MARK S MAGINNIS


Richard A. Klein


MARK S MAGINNIS

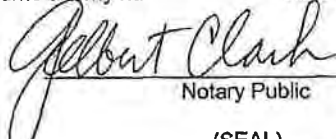

Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

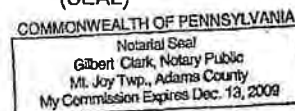
On this, the 22nd day of June, 2007, before me, a Notary Public, the undersigned
officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or
satisfactorily proven) to be the persons whose names are subscribed to the foregoing
instrument, and acknowledged that they executed the foregoing instrument for the purposes
therein contained.

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


Notary Public

My Commission Expires:

(SEAL)



After recording, return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Image ID: 000001440491 Type: GEN
Page 3 of 9

BK 4890 PG 160

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CONVERTED REAL ESTATE

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Second Amended Declaration Plat of Garrison Falls At The Links At Gettysburg, A Planned Community (Page 1 of 2) and identified therein as "Phase III", which Second Amended Declaration Plat is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, as more particularly bounded and described as follows, to wit:

COMMENCING at a point at the southeast corner of the parcel of land identified as Unit 12 on the Phase II First Amended Declaration Plat of Garrison Falls At The Links At Gettysburg, A Planned Community (Page 1 of 4), recorded in Adams County Record Book 4714, Page 211 ("**Declaration Plat**"), said point being the point and place of BEGINNING.

THENCE along the line of lands now or formerly of Frederick C. Fryer and Kay E. Fryer, South 04 degrees 33 minutes 30 seconds East, a distance of 299.11 feet to a point on said line of lands; thence along the line of lands now or formerly of Richard A. Klein and Bonnie L. Klein, the following 10 courses and distances:

- (1) South 19 degrees 07 minutes 02 seconds West, a distance of 93.58 feet to a point;
- (2) South 38 degrees 29 minutes 20 seconds West, a distance of 111.41 feet to a point;
- (3) South 17 degrees 19 minutes 48 seconds West, a distance of 223.84 feet to a point;
- (4) thence by a curve to the left having a radius of 170.00 feet, an arc distance of 72.34 feet and a chord bearing of North 60 degrees 10 minutes 29 seconds West;
- (5) North 72 degrees 40 minutes 12 seconds West, a distance of 104.91 feet to a point;
- (6) thence by a curve to the left having a radius of 17.00 feet, an arc distance of 26.70 feet and a chord bearing of North 62 degrees 19 minutes 48 seconds East;
- (7) North 17 degrees 19 minutes 48 seconds East, a distance of 69.67 feet to a point;
- (8) North 72 degrees 40 minutes 12 seconds West, a distance of 95.00 feet to a point;
- (9) North 17 degrees 19 minutes 48 seconds East, a distance of 13.33 feet to a point;
- (10) North 72 degrees 40 minutes 12 seconds West, a distance of 130.00 feet to a point,

said point being the easternmost point of Unit 62 of Garrison Falls at The Links At Gettysburg, A Planned Community, as depicted on the Amended Phase I Declaration Plat recorded at Adams County Record Book 4714, Page 215;

thence along the line of Phase I of Garrison Falls at The Links At Gettysburg, A Planned Community, the following 12 courses and distances:

- (1) North 41 degrees 58 minutes 09 seconds West, a distance of 31.08 feet to a point;
- (2) North 05 degrees 39 minutes 15 seconds West, a distance of 60.60 feet to a point;

{A956664:1}

1 of 2

Image ID: 000001440492 Type: GEN
Page 4 of 9
BK 4890 PG 161

- (3) North 07 degrees 40 minutes 26 seconds East, a distance of 58.11 feet to a point;
- (4) North 26 degrees 09 minutes 35 seconds East, a distance of 68.45 feet to a point;
- (5) North 82 degrees 19 minutes 34 seconds West, a distance of 8.24 feet to a point;
- (6) North 25 degrees 42 minutes 19 seconds West, a distance of 130.33 feet to a point;
- (7) thence by a curve to the left having a radius of 140.00 feet, an arc distance of 40.74 feet and a chord bearing of North 55 degrees 57 minutes 27 seconds East to a point;
- (8) thence by a curve to the left having a radius of 140.00 feet, an arc distance of 66.75 feet and a chord bearing of North 33 degrees 57 minutes 37 seconds East to a point;
- (9) thence by a curve to the left having a radius of 140.00 feet, an arc distance of 48.64 feet and a chord bearing of North 10 degrees 20 minutes 47 seconds East to a point;
- (10) South 89 degrees 36 minutes 26 seconds East, a distance of 91.94 feet to a point;
- (11) North 03 degrees 18 minutes 24 seconds East, a distance of 15.53 feet to a point;
- (12) North 04 degrees 33 minutes 30 seconds West, a distance of 15.00 feet to a point on the boundary line between Unit 49 and Unit 56 of Garrison Falls at The Links At Gettysburg, A Planned Community;

thence along the line of Phase II of Garrison Falls at The Links At Gettysburg, A Planned Community, the following three courses and distances:

- (1) North 85 degrees 05 minutes 07 seconds East, a distance of 212.55 feet to a point;
- (2) South 47 degrees 47 minutes 30 seconds East, a distance of 58.40 feet to a point;
- (3) North 85 degrees 26 minutes 30 seconds East, a distance of 102.00 feet to a point on the line of lands now or formerly of Frederick C. Fryer and Kay E. Fryer, said point being the point and place of BEGINNING.

Image ID: 000001440483 Type: GEN
Page 5 of 9

BK4890 PG162

EXHIBIT "B"

SECOND AMENDED DECLARATION PLAT

The Second Amended Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community dated June 20, 2007, consisting of a total of two (2) pages, is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, and is hereby incorporated herein by reference and made an integral part hereof.



Image ID: 000001440494 Type: GEN
Page 6 of 9

BK 4890 Pg 163

{A956664:1}

EXHIBIT "C"

ALLOCATED INTEREST IN COMMON ELEMENTS
AND VOTES IN THE ASSOCIATION AND SHARE OF
COMMON EXPENSES APPURTENANT TO UNITS

Unit Number	Allocated Interest (%)	Number of Votes
1	1.613	1
2	1.613	1
3	1.613	1
4	1.613	1
5	1.613	1
6	1.613	1
7	1.613	1
8	1.613	1
9	1.613	1
10	1.613	1
11	1.613	1
12	1.613	1
13	1.613	1
14	1.613	1
15	1.613	1
16	1.613	1
17	1.613	1
18	1.613	1
19	1.613	1
20	1.613	1
21	1.613	1

(A956664:1)

1 of 3



Image ID: 000001440485 Type: GEN
Page 7 of 9

BK 4890 Pg 164

Unit Number	Allocated Interest	Number of Votes
34	1.613	1
35	1.613	1
36	1.613	1
37	1.613	1
38	1.613	1
39	1.613	1
40	1.613	1
41	1.613	1
42	1.613	1
43	1.613	1
44	1.613	1
45	1.613	1
46	1.613	1
47	1.613	1
48	1.613	1
49	1.613	1
50	1.613	1
51	1.613	1
52	1.613	1
53	1.613	1
54	1.613	1
55	1.613	1
56	1.613	1
57	1.613	1



Image ID: 000001440498 Type: GEN
Page 8 of 9

Unit Number	Allocated Interest	Number of Votes
58	1.613	1
59	1.613	1
60	1.613	1
61	1.613	1
62	1.613	1
66	1.613	1
67	1.613	1
68	1.613	1
69	1.613	1
70	1.613	1
71	1.613	1
72	1.613	1
73	1.613	1
74	1.613	1
75	1.613	1
76	1.613	1
77	1.613	1
TOTAL (62 Units)	100.0	62



Image ID: 000001440487 Type: GEN
Page 9 of 9

BK4890 PG166



CONCRETE
TO BE SET
EASEMENT AREA FOR
UNDERGROUND PROPANE TANKS
& DISTRIBUTION
LIMIT OF DRAINAGE AND
UTILITY EASEMENT

FREDERICK C. FRYER
&
KIM E. FRYER
1079-204 & 490-607
LOTS 1&2 PG 40, PG2

KEY MAP
1" = 500'

4890-158
PLAT 158
RECORDED
IN THE
OFFICE OF THE
COUNTY CLERK
OF ADAMS COUNTY
ON 06/18/2007 AT 1:11:15 PM
BY REC'D: 06/18/2007 1:11:15 PM
FILE NO. 0070002185
PLAT 158

GENERAL NOTES

- The lot lines are the unit title lines as defined in the Declaration of Condominium and Resolutions for Garrison Falls II, the Units at Garrison, A Planned Community.
- Any easements constructed between Brookside Lane and Cottage Lane, respectively, and the Units are hereby designated as limited Common Elements opportunity to the Units they serve.

ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License Number 30170), independent of RICHARD A. KELLY and JOHN J. KELLY, who are the owners of the property shown on this plat, do hereby certify that the survey was made in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, as amended.

Robert A. Sharrah, P.L.S. (License No. 30170)

Date: 10-22-07

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

In this, the County of Adams, I, Robert A. Sharrah, being a Registered Professional Land Surveyor (License Number 30170), do hereby certify that the survey was made in accordance with the provisions of the Pennsylvania Uniform Planned Community Act, as amended, and that the survey was made for the purpose herein stipulated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal
Robert A. Sharrah
Professional Land Surveyor

COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Robert A. Sharrah, P.L.S.
My Commission Expires Jan. 20, 2010

PHASE III

SCALE
1" = 60'

SECOND AMENDED DECLARATION PLAT

GARRISON FALLS

THE LINKS AT GETTYSBURG

A PLANNED COMMUNITY DEVELOPMENT

MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

Sharrah Design Group, Inc.
20 Chambersburg Street
Gettysburg, PA 17325
Phone: (717) 334-5000
Fax: (717) 334-9822

PLAN PREPARATION

DRAWN BY:	HOB	DATE:	20 JUNE 2007
DESIGNED BY:	RAS	FILE:	9924
CHECKED BY:	RAS	DWG. NO.:	E-706
AUTOCAD FILENAME:	GF-DEC-III		

REVISIONS

NO.	DATE	DESCRIPTION

GARRISON FALLS
CONVERTIBLE/WITHDRAWABLE
REAL ESTATE
8.290± ACS.

SEE SHEET 2 FOR
CURVE & LINE
TABLES

GRAPHIC SCALE IN FEET
1" = 60'

NOTE: ALL OTHER REAL ESTATE WITHIN THE PERIMETER BOUNDARY OF THE LUNDS AT GETTYSBURG OTHER THAN THE PARCELS DESIGNATED AS BATTERY ROAD, THE LOGCUT ROUNDUP AND THOSE OWNED BY AQUA PENTELVIA, INC. AND LITTLE WASHINGTON WASTEWATER COMPANY, AND ALL ADJOINING PARCELS IDENTIFIED BY RECORDING REFERENCES ARE ADDITIONAL REAL ESTATE.



GARRISON FALLS
PHASE III

LINE	BEARING	LENGTH
112	S 61° 50' 50" W	22.25
113	N 03° 24' 21" W	42.95
114	S 71° 40' 12" E	8.71
115	N 10° 52' 00" E	13.64
116	N 47° 33' 50" W	15.00

[illegible]

Land Surveying & Design
25 Chambersburg Blvd.
Chambersburg, PA 17115
PHONE: (717) 334-5400
FAX: (717) 334-6922

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NO.	DATE	DESCRIPTION	DRAWN BY: RAS/HOB	DATE: 20 JUNE 2007
			DESIGNED BY: RAS	FILE: 9924
			CHECKED BY: RAS	DWG. NO.: E-703
			AUTOCAD FILENAME: CF-III-DEC-DEEDPLOT	

GARRISON FALLS
AT
THE LINKS AT GETTYSBURG
A PLANNED COMMUNITY
MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SHEET NO. 2 OF 2

PHASE III

DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN MISC.
DRAWER IN THE RECORDER
OF DEEDS OFFICE.

LINDA K MYERS
RECORDER OF DEEDS

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 3rd day of December, 2012, by **Richard A. Klein and Bonni L. Klein**, husband and wife (together, the "Declarant").


WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, executed by the Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4231, Page 105 (the "Declaration"), the Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq. (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Garrison Falls At The Links At Gettysburg, A Planned Community" (the "Community"), initially consisting of twenty-eight (28) Units.

B. Pursuant to Article XX of the Declaration, the Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration, at any time and from time to time until the seventh anniversary of the recording of the Declaration.

C. Pursuant to certain Amendments to the Declaration executed by the Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4714, Page 215 and Record Book 4890, Page 158, the Declarant created additional Units, increasing the total number of Units in the Community to sixty-two (62).

{A3114654:1}


Image ID: 000003226073 Type: GEN
Recorded: 12/03/2012 at 04:13:37 PM
Fee Amt: \$24.50 Page 1 of 6
Instr# 201200015987
Adams County, PA
Linda K Myers Register and Recorder
BK 5773 PG 297

D. Pursuant to Article XXI of the Declaration, Declarant reserved an option to withdraw all or any portions of the "Withdrawable Real Estate," at any time and from time to time until the seventh anniversary of the recordation of the Declaration.

E. Pursuant to Article XXI of the Declaration, Declarant executed a Declaration of Reciprocal Easements, which is intended to be recorded immediately prior to this Amendment.

F. Declarant now desires to withdraw a portion of the Withdrawable Real Estate more particularly described in Exhibit "A" hereto. The Withdrawable Real Estate being withdrawn hereby is referred to herein as the "Withdrawn Real Estate."

G. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, the Declarant hereby amends the Declaration as follows:

1. The Withdrawn Real Estate, as described on Exhibit "A" hereto and depicted on Exhibit "B" hereto, being a portion of the Withdrawable Real Estate described in Exhibit "E" to the Declaration, is hereby withdrawn from the Community.

2. The withdrawal of the Withdrawn Real Estate shall have no effect on apportionment of the respective interests in the Common Elements, votes in the Association and Common Expense liabilities appurtenant to the Units in the Community as shown on Exhibit "C" to the Fourth Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, recorded in Adams County Record Book 4890, Page 158.

3. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Limited Common Elements in the

{A3114654:1}



Community, except that, as of the date of recording of this Amendment, such shall not apply to the Withdrawn Real Estate, as though the Withdrawn Real Estate was never a part of the Community.

[Signature Page Follows]



Image ID: 000003225075 Type: GEN
Page 3 of 6

BK5773 PG299

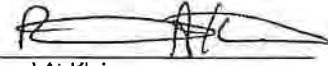
(A3114654:1)


IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed
as of the day and year first above written.

WITNESS:

DECLARANT:





Richard A. Klein

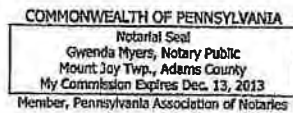

Bonni L. Klein

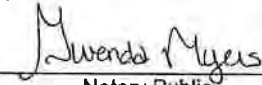
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

On this, the 3rd day of December, 2012, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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




Notary Public

(SEAL)

My Commission Expires:

After recording, return to:

Rhonda M. Weaver, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

{A3114654:1}



EXHIBIT "A"

LEGAL DESCRIPTION OF THE WITHDRAWN REAL ESTATE

ALL THOSE CERTAIN sixteen (16) tracts or parcels of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on that certain Phase IIC Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Record Book 5659, Page 391 as:

Lots 22 through 33, inclusive;
Lots 63 through 65, inclusive; and
Lot GF H-2

Image ID: 000003225077 Type: GEN
Page 6 of 6


BK 5773 PG 301

{A3114654:1}

EXHIBIT "B"

THIRD AMENDED DECLARATION PLAT

The Third Amended Declaration Plat for Garrison Falls At The Links At Gettysburg, A Planned Community dated November 20, 2012, consisting of a total of two (2) pages, is being recorded simultaneously herewith in the Office of the Recorder of Deeds of Adams County, Pennsylvania, and is hereby incorporated herein by reference and made an integral part hereof.


Image ID: 000003225078 Type: GEN
Page 6 of 6
BK 5773 pg 302

{A3114654:1}



WITHDRAWN REAL ESTATE:
THE SOLE PURPOSE OF THIS PLAT IS TO IDENTIFY THE REAL PROPERTY THAT IS BEING WITHDRAWN FROM THE COMMUNITY WITH THE FIFTH AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY.

BL/ACE
1155-115

WITHDRAWN REAL ESTATE

RECORD NO. 12002023-1
DATE 12/03/2023
BY JAMES W. WATKINS
ADAMS COUNTY, PA
REGISTERED PROFESSIONAL LAND SURVEYOR
#5773-297

I, ROBERT A. SHARRAH, P.L.S., being a Registered Professional Land Surveyor (License No. 30170) of Adams County, Pennsylvania, do hereby certify that this Declaration of Covenants and Restrictions for Garrison Falls at the Links at Gettysburg, a Planned Community, is in accordance with the requirements of Section 3210 of the Pennsylvania Real Estate Act, 68 P.S. § 3210.

PROJECT PERIMETER

LINE	BEARING	LENGTH
L1	N 82° 31' 15" E	204.81
L2	N 82° 31' 15" E	118.43
L3	N 82° 31' 15" E	154.35
L4	N 82° 31' 15" E	137.49
L5	N 82° 31' 15" E	200.31
L6	N 82° 31' 15" E	231.33
L7	N 82° 31' 15" E	250.31
L8	N 82° 31' 15" E	269.31
L9	N 82° 31' 15" E	288.31
L10	N 82° 31' 15" E	307.31
L11	N 82° 31' 15" E	326.31
L12	N 82° 31' 15" E	345.31
L13	N 82° 31' 15" E	364.31
L14	N 82° 31' 15" E	383.31
L15	N 82° 31' 15" E	402.31

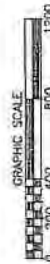
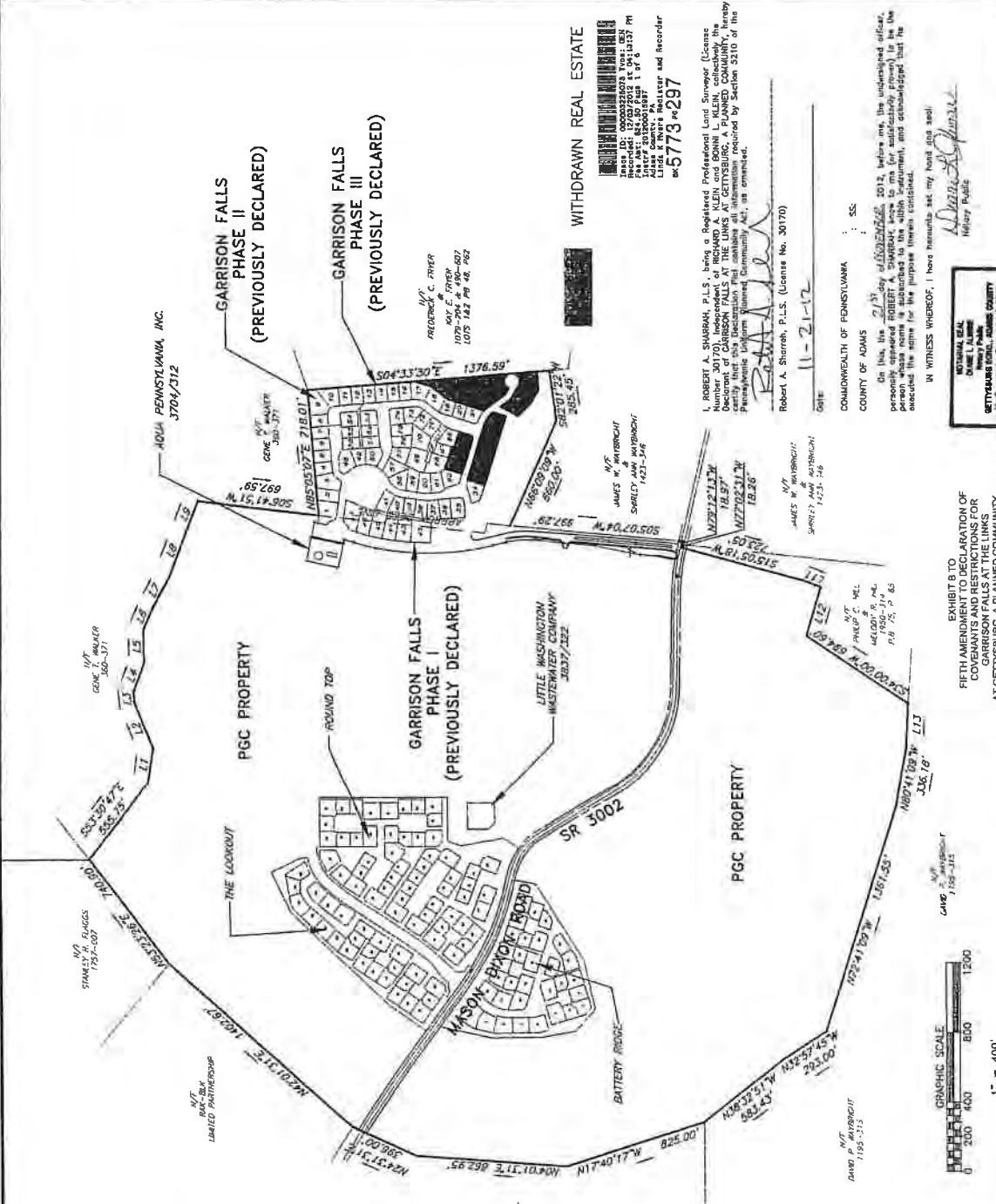
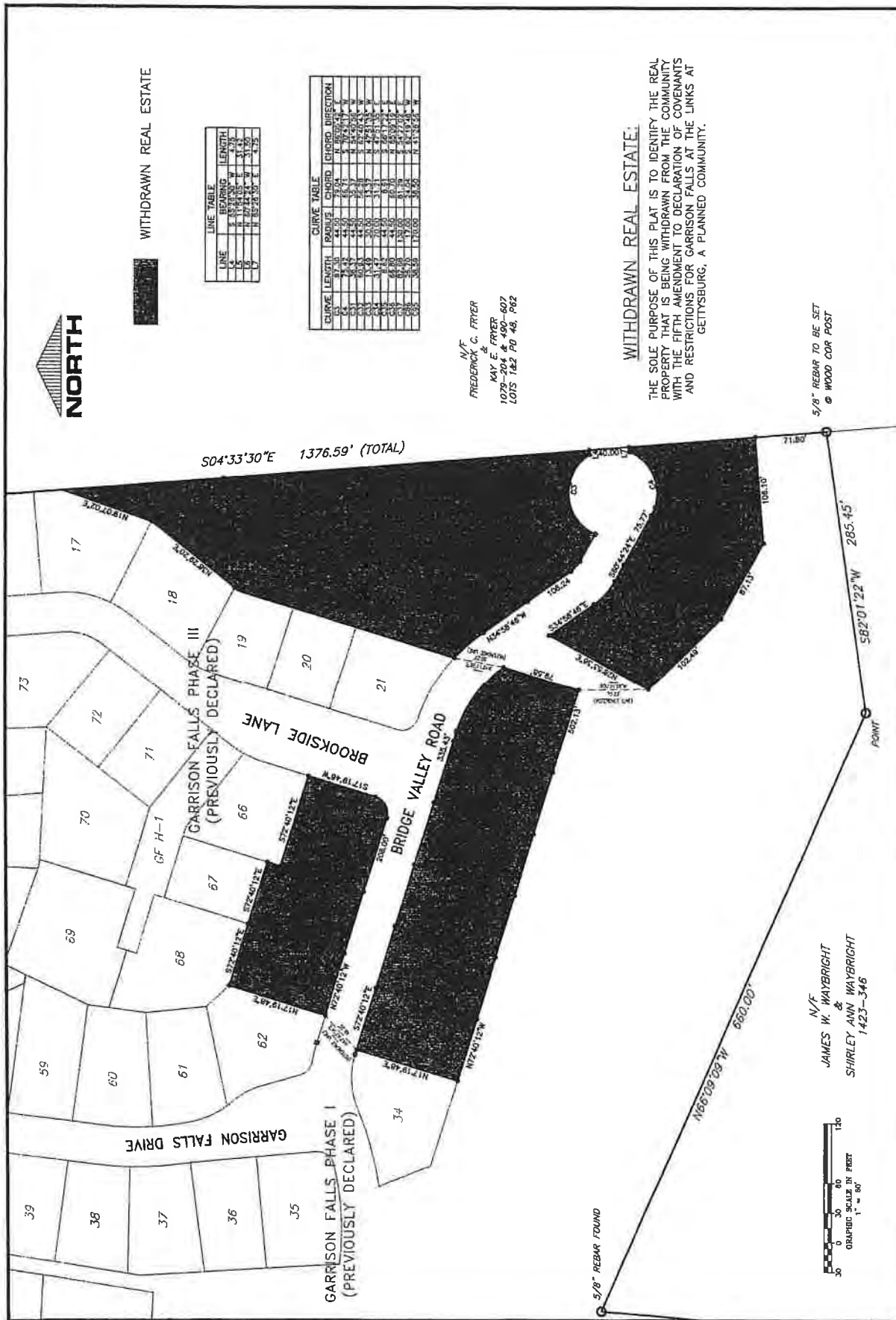


EXHIBIT B TO
FIFTH AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY

SHARRAH Design Group, Inc. 30 Chesapeake Road Gettysburg, PA 17325 Phone: (717) 334-5100 Fax: (717) 334-5022	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION													PLAN PREPARATION <table border="1"> <tr> <td>DRAWN BY: HOB</td> <td>DATE: 20 NOV 2012</td> </tr> <tr> <td>DESIGNED BY: RAS</td> <td>FILE: 9924</td> </tr> <tr> <td>CHECKED BY: RAS</td> <td>DWG. NO.: E-882</td> </tr> <tr> <td colspan="2">AUTOCAD FILENAME: 1-GF-IV-DEC-DECDPLOT</td> </tr> </table>		DRAWN BY: HOB	DATE: 20 NOV 2012	DESIGNED BY: RAS	FILE: 9924	CHECKED BY: RAS	DWG. NO.: E-882	AUTOCAD FILENAME: 1-GF-IV-DEC-DECDPLOT	
	NO.	DATE	DESCRIPTION																								
DRAWN BY: HOB	DATE: 20 NOV 2012																										
DESIGNED BY: RAS	FILE: 9924																										
CHECKED BY: RAS	DWG. NO.: E-882																										
AUTOCAD FILENAME: 1-GF-IV-DEC-DECDPLOT																											
THIRD AMENDED DECLARATION PLAT GARRISON FALLS THE LINKS AT GETTYSBURG A PLANNED COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA		SCALE AS NOTED	SHEET NO. 1 OF 2																								





SHARRAH DESIGN GROUP, INC.
Land Surveying & Design
20 Chambersburg Street
Gettysburg, PA 17325
Phone: (717) 334-0922
Fax: (717) 334-0922

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THIRD AMENDED DECLARATION PLAT

GARRISON FALLS

THE LINKS AT GETTYSBURG

A PLANNED COMMUNITY

MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SHEET NO. 2 OF 2

REVISIONS

NO.	DATE	DESCRIPTION

PLAN PREPARATION

DRAWN BY:	DATE:
HOB	20 NOV 2012
DESIGNED BY:	RAS
CHECKED BY:	RAS
DWG. NO.:	E-882
AUTOCAD FILENAME:	2-OF-DEC-IV

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR GARRISON FALLS AT THE LINKS
AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 19th day of November, 2015, by Richard A. Klein and Bonni L. Klein, husband and wife (together, the "Declarant").

WITNESSETH:

A. Pursuant to a certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, executed by the Declarant and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Record Book 4231, Page 105 (the "Declaration"), the Declarant submitted to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101, et seq. (the "Act") certain real estate described in Exhibit "A" to the Declaration and created a flexible planned community known as "Garrison Falls At The Links At Gettysburg, A Planned Community" (the "Community"), initially consisting of twenty-eight (28) Units.

B. Pursuant to Article XX of the Declaration, the Declarant reserved an option to convert into Units, Limited Common Elements or any combination thereof all or any portions of the "Convertible Real Estate" described in Exhibit "D" to the Declaration.

C. Pursuant to certain Amendments to the Declaration recorded in Adams County Record Book 4714, Page 215 and Record Book 4890, Page 158, the Declarant converted portions of the Convertible Real Estate and created additional Units, increasing the total number of Units in the Community to sixty-two (62).

D. Pursuant to a certain Fifth Amendment to Declaration recorded in Adams County Record Book 5773, Page 297 (the "Fifth Amendment"), Declarant withdrew from the Community certain Withdrawn Real Estate, which Withdrawn Real Estate is more particularly described in Exhibit "A" to the Fifth Amendment.

E. The withdrawal of the Withdrawn Real Estate effected an amendment to the description of the Real Estate comprising the Community in Exhibit "A" to the Declaration. As amended, the description of the Real Estate comprising the Community excludes the Withdrawn Real Estate.

F. Pursuant to Article XXII of the Declaration, Declarant reserved an option to add as Convertible Real Estate and Withdrawable Real Estate all or any portions of the Additional Real Estate described in Exhibit "F" to the Declaration.


Image ID: 000003602500 Type: GEN
Recorded: 12/02/2015 at 11:10:22 AM
Fee Amt: \$38.50 Page 1 of 13
Instr# 201500013659
Adams County, PA
Linda K Myers Register and Recorder
BK 6091 PG 429

G. Exhibit "F" to the Declaration describes the Additional Real Estate as the PGC Property (identified on Exhibit "G" to the Declaration) less and excepting the Real Estate comprising the Community described in Exhibit "A" to the Declaration. Accordingly, the Withdrawn Real Estate became part of the Additional Real Estate upon the recording of the Fifth Amendment.

H. In accordance with Section 21.2 of the Declaration, the Community and the Withdrawn Real Estate are benefited and burdened with the reciprocal easements set forth in a certain Declaration of Reciprocal Easements recorded in Adams County Record Book 5773, Page 292 (the "Declaration of Reciprocal Easements").

I. Pursuant to Act 37 of 2013 (HB 1122) ("Act 37"), the Act was amended, *inter alia*, to extend the time within which a declarant may exercise certain development rights in a planned community, including the right to create units, limited common elements or both within convertible real estate, or to add additional real estate to, or withdraw withdrawable real estate from, a planned community (collectively, the "Declarant Options").

J. Act 37 affords Declarant the unilateral right to amend the Declaration to conform the maximum time limit for exercising the Declarant Options to the time limit authorized by Section 5206(2) of the Act, as amended by Act 37.

K. Declarant now desires to amend the Declaration to conform the maximum time limit for exercising the Declarant Options to the Act, as amended by Act 37.

L. Declarant further desires to confirm that the Act has been modified by the terms of the Pennsylvania Development Permit Extension Act (the "DPEA", codified at 53 P.S. §11703.1, et seq., as amended) to toll the time period during which Declarant has the right to convert Convertible Real Estate or withdraw Withdrawable Real Estate within the Community.

M. Declarant further desires to add a portion of the Additional Real Estate described in **Exhibit A** attached hereto and incorporated herein, as Convertible Real Estate (the "Added Convertible Real Estate"), and further convert the Added Convertible Real Estate into Units and Common Elements as hereinafter provided (the "Converted Real Estate"), thus increasing the total number of Units in the Community from sixty-two (62) to seventy-seven (77).

N. Finally, Declarant desires to terminate the Declaration of Reciprocal Easements.

O. All capitalized terms used herein which are not defined herein shall have the meanings specified in Section 1.5 and elsewhere in the Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, as amended by Act 37 and the DPEA, the Declarant hereby amends the Declaration as follows:



1. The first and second sentences of Section 20.1 of the Declaration are hereby deleted in their entirety and replaced with the following:

The Declarant hereby explicitly reserves an option to convert all or any portion of the Convertible Real Estate to Units, Limited Common Elements or any combination thereof from time to time in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to convert shall terminate on 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, 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, 120 days after a final judgment on appeal. This option to convert may be terminated prior to such date only upon the filing of an amendment to this Declaration by the Declarant.

2. The first and second sentences of Section 21.1 of the Declaration are hereby deleted in their entirety and replaced with the following:

The Declarant hereby explicitly reserves an option to withdraw all or any portion of the Withdrawable Real Estate in compliance with Section 5212 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to withdraw shall terminate on 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, 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, 120 days after a final judgment on appeal. This option to withdraw may be terminated prior to such date only upon the filing of an amendment to this Declaration by the Declarant.

3. The first and second sentences of Section 22.1 of the Declaration are hereby deleted in their entirety and replaced with the following:

The Declarant hereby explicitly reserves an option to add Additional Real Estate to the Community in compliance with Section 5211 of the Act, without the consent of any Unit Owner or holder or insurer of any Security Interest in any Unit. This option to expand shall terminate on 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, 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, 120 days after a final judgment on appeal. This option to expand may be terminated prior to such date only upon the filing of an amendment to this Declaration by the Declarant.

4. The time period during which Declarant has the right to convert Convertible Real Estate or withdraw Withdrawable Real Estate within the Community is hereby extended to the fullest extent permitted by the Act, as amended by the DPEA.

5. The Added Convertible Real Estate, as described on **Exhibit A** hereto, being a portion of the Additional Real Estate described in Exhibit "F" to the Declaration, is hereby added to the Community as Convertible Real Estate, subject to Paragraph 6 herein. The provisions of Article XX of the Declaration shall hereby apply in all respects to the Added Convertible Real Estate, and such Article is incorporated herein as though set forth fully herein. From and after the recording date of this Amendment, the Declaration shall apply in all respects to the Added Convertible Real Estate.

6. The Added Convertible Real Estate is hereby converted into the Units and Common Elements appurtenant thereto (the "Converted Real Estate") as shown on the Third Amended Declaration Plat attached as **Exhibit B** hereto and made a part hereof.

7. Pursuant to Section 5211 of the Act, the Declarant hereby assigns an identifying number to each Unit hereby formed in the Converted Real Estate and reapportions the Allocated interests, votes in the Association and Common Expense liabilities as shown on **Exhibit C** attached hereto and made a part hereof.

8. Because the Withdrawn Real Estate has now been added back into the Community pursuant to this Amendment, the need for the Declaration of Reciprocal Easements no longer exists. For this reason, Declarant hereby terminates the Declaration of Reciprocal Easements. From and after the date hereof, the Declaration of Reciprocal Easements shall be of no further force and effect.

9. Except as modified by this Amendment, all of the terms and provisions of the Community Documents are hereby expressly ratified and confirmed, shall remain in full force and effect and shall apply to the Units and Common Elements hereby created.

[SIGNATURES FOLLOW]





IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

WITNESS:

DECLARANT:





Richard A. Klein

Bonni L. Klein

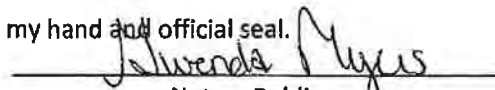
COMMONWELATH OF PENNSYLVANIA :

SS:

COUNTY OF ADAMS :

On this, the 19th day of November, 2015, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known tome (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

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


Notary Public

My Commission Expires: 12-13-17

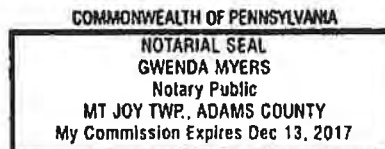


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Page 5 of 13

CONSENT OF ASSOCIATION

On this 23rd day of November, 2015, Garrison Falls Homeowners Association, a Pennsylvania nonprofit corporation (the "Association"), with intent to be legally bound, has executed this Consent to the Sixth Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community located in Mt. Joy Township, Adams County, Pennsylvania (the "Amendment") to which it is appended to confirm its consent to the Amendment.

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

GARRISON FALLS HOMEOWNERS ASSOCIATION

By: Salvatore Ferrisi
Name: Salvatore Ferrisi
Title: Pres. GF HOA

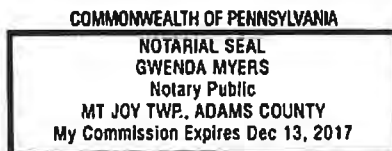
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Adams

SS:

On this, the 23rd day of November, 2015, before me, a Notary Public, the undersigned officer, personally appeared Salvatore Ferrisi, who acknowledged (her)(him)self to be the President of GFHOA of Garrison Falls Homeowners Association, a Pennsylvania nonprofit corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by (her)(him)self as such officer.

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



Gwenda Myers
Notary Public

(SEAL)

My commission expires:

Image ID: 000003602505 Type: GEN
Page 6 of 13
BK 6091 PG 434

EXHIBIT A

LEGAL DESCRIPTION OF THE ADDED CONVERTIBLE REAL ESTATE

ALL THOSE CERTAIN sixteen (16) tracts or parcels of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted and described on that certain Phase IIC Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, recorded in Adams County Record Book 5659, Page 391 as:

Lots 22 through 33, inclusive;
Lots 63 through 65, inclusive; and
Lot GF H-2.



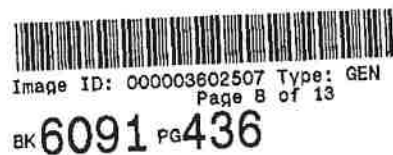
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BK 6091 PG 435

EXHIBIT B

FOURTH AMENDED DECLARATION PLAT

The attached Certification, together with the Phase IIC Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, recorded in Adams County Record Book 5659, Page 391, shall serve as the Fourth Amended Declaration Plat of the Community, and said Fourth Amended Declaration Plat is hereby incorporated herein by reference and made an integral part hereof by this reference thereto.



CERTIFICATION

I, Robert A. Sharrah, being a Registered Professional Land Surveyor (Pennsylvania License No. 30170-E), independent of Richard A. Klein and Bonni L. Klein, husband and wife, Declarant of Garrison Falls At The Links At Gettysburg, A Planned Community, located in Mt. Joy Township, Adams County, Pennsylvania (the "Planned Community"), hereby certify, pursuant to Section 5210(i)(3) of the Pennsylvania Uniform Planned Community Act, as amended (the "Act"), as follows:

1. This Certificate relates solely to the following Units and Common Facilities, as more particularly set forth in the Sixth Amendment to Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community, to which this Certificate is attached: Units 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 63, 64 and 65; Common Facility Lot GF H-2; and the portion of Bridge Valley Road located in Phase IIC as shown on the Phase IIC Final Subdivision Plat for Garrison Falls At The Links At Gettysburg, dated February 11, 2008, prepared by Sharrah Design Group, Inc. and recorded on December 19, 2011, in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania in Record Book 5659, Page 391 (the "Plan").

2. The existing Plats and Plans of record for the Planned Community remain in full force and effect except as to the Units and Common Elements identified in Section 1 hereof for which the Plan and this Certification shall control.

3. With respect to the Units and Common Elements identified in Section 1 hereof, and except as otherwise stated herein, all information pertaining to the Planned Community that is required by Section 5210 of Act is contained on the Plan. All information pertaining to the Planned Community and required by Section 5210 of the Act that is not contained on the Plan is set forth herein.

4. The name of the planned golf community of which the Planned Community is a part is "The Links At Gettysburg Planned Golf Community." The name of the Planned Community is "Garrison Falls At The Links At Gettysburg, A Planned Community."

5. The lot numbers and lot lines shown on the Plan are identical to the Unit numbers and Unit title lines, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community.

6. Any driveways constructed between Bridge Valley Road and Brookside Lane, respectively, and the Unit title lines are hereby designated as Limited Common Elements appurtenant to the Units they serve.

7. The only contemplated improvement depicted on the Plan that is classified as "MUST BE BUILT" at this time is Bridge Valley Road. All other proposed improvements shown on the Plan are classified as "NEED NOT BE BUILT."

[Signature Page Follows]



BK 6091 PG 437

Dated: 02 DECEMBER 2015

Robert A. Sharrah

Name: Robert A. Sharrah

Title: Registered Professional Land Surveyor

(Professional Seal)



COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

SS:

On this, the 2ND day of DECEMBER, 2015, before me, the undersigned officer, personally appeared Robert A. Sharrah, 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 official seal.

Diane L. Alwine
Notary Public

My Commission Expires:

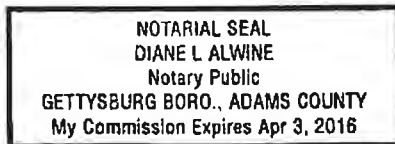


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EXHIBIT C

**ALLOCATED INTEREST IN COMMON ELEMENTS
AND VOTES IN THE ASSOCIATION AND SHARE OF
COMMON EXPENSES APPURTENANT TO UNITS**

Unit Number	Allocated Interest (%)	Number of Votes
1	1.298	1
2	1.298	1
3	1.298	1
4	1.298	1
5	1.298	1
6	1.298	1
7	1.298	1
8	1.298	1
9	1.298	1
10	1.298	1
11	1.298	1
12	1.298	1
13	1.298	1
14	1.298	1
15	1.298	1
16	1.298	1
17	1.298	1
18	1.298	1
19	1.298	1
20	1.298	1
21	1.298	1
34	1.298	1
35	1.298	1
36	1.298	1
37	1.298	1
38	1.298	1
39	1.298	1
40	1.298	1
41	1.298	1
42	1.298	1



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Unit Number	Allocated Interest (%)	Number of Votes
43	1.298	1
44	1.298	1
45	1.298	1
46	1.298	1
47	1.298	1
48	1.298	1
49	1.298	1
50	1.298	1
51	1.298	1
52	1.298	1
53	1.298	1
54	1.298	1
55	1.298	1
56	1.298	1
57	1.298	1
58	1.298	1
59	1.298	1
60	1.298	1
61	1.298	1
62	1.298	1
66	1.298	1
67	1.298	1
68	1.298	1
69	1.298	1
70	1.298	1
71	1.298	1
72	1.298	1
73	1.298	1
74	1.298	1
75	1.298	1
76	1.298	1
77	1.298	1
22	1.298	1
23	1.298	1
24	1.298	1
25	1.298	1



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Unit Number	Allocated Interest (%)	Number of Votes
26	1.298	1
27	1.298	1
28	1.298	1
29	1.298	1
30	1.298	1
31	1.298	1
32	1.298	1
33	1.298	1
63	1.298	1
64	1.298	1
65	1.298	1
TOTAL (77 Units)	99.946	77



BK 6091 PG 441

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
GARRISON FALLS AT THE LINKS AT GETTYSBURG, A PLANNED COMMUNITY**

This Amendment is made as of this 21st day of DECEMBER, 2020, by
Garrison Falls Homeowners Association, a Pennsylvania non-profit corporation of Mount Joy
Township, Adams County, Pennsylvania with a registered business address of 601 Mason-
Dixon Road, Gettysburg, PA 17325.

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Covenants and Restrictions for
Garrison Falls at The Links At Gettysburg, A Planned Community, dated December 2, 2005 and
recorded in the Office of the Recorder of Deeds in and for Adams County, Pennsylvania on
December 5, 2005, in Record Book 4231 at page 105, as subsequently amended through six
previous Amendments recorded in the Office of the Recorder of Deeds in and for Adams
County, Pennsylvania;

WHEREAS, Garrison Falls Homeowners Association desires to amend Article XVII,
Section 17.1 of the Declaration to modify certain provisions pertaining to Notice and Comment
procedures;

WHEREAS, Article XV, Section 15.1 of the Declaration authorizes the Association to
enact amendments to the Declaration provided that certain approval criteria are met;

WHEREAS, Section 5219 of the Pennsylvania Uniform Planned Community Act
authorizes the amendment of a declaration provided that a supermajority of 67% of the votes
allocated to unit owners within the planned community authorize such amendment;

WHEREAS, the Association has achieved all necessary approvals required to facilitate
the enactment of this Amendment.


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Adams County, PA
Karen Heflin Register and Recorder
BK 6729 PG 699-702

NOW, THEREFORE, the Association enacts the following Amendment:

1. **Article XVII, Section 17.1** is hereby amended and shall read in its entirety as follows:

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

2. Effectiveness of Amendment. Except as amended hereby the Declaration shall remain in effect in accordance with its terms and conditions.

3. Ratification of Amendment. The Association, acting through its Executive Board, hereby certifies that this Amendment has been approved and ratified by vote of at least sixty-seven percent (67%) of Association members in accordance with Article XV, Section 15.1 of the Declaration and Section 5219(a)(1)(i) of the Pennsylvania Uniform Planned Community Act (68 Pa.C.S. 5219(a)(1)(i)).

4. Binding Effect. This Amendment and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Association and its respective successors and assigns.

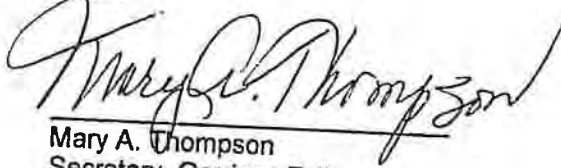
IN WITNESS WHEREOF, the Association has executed this Amendment on the 21st ✓
day of DECEMBER, 2020

GARRISON FALLS
HOMEOWNERS
ASSOCIATION

By: 

David C. Larson
President, Garrison Falls
Homeowners Association

Attest:



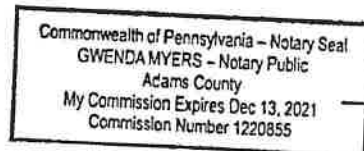
Mary A. Thompson
Secretary, Garrison Falls
Homeowners Association

COMMONWEALTH OF PENNSYLVANIA ✓

COUNTY OF ADAMS ✓

On this, the 21st day of December, 2020, before me, the undersigned Notary Public, personally appeared David C. Larson who acknowledged himself to be the President of the Garrison Falls Homeowners Association, a Pennsylvania non-profit corporation, and he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Gwenda Myers ✓

Notary Public

Exhibit “C”

Bylaws

BYLAWS
OF
GARRISON FALLS HOMEOWNERS ASSOCIATION

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

Date: December 2, 2005

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EXHIBIT "B" - FORM RESALE CERTIFICATE

BYLAWS
OF
GARRISON FALLS HOMEOWNERS ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

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

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

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

1.4. Office. The office of the Community, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

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

ARTICLE II

The Association

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

Community. The Declarant, being the initial owner of all Units, shall initially constitute all of the members of the Association. A person shall automatically become a member of the Association at the time he acquires legal title to his Unit, whether improved or unimproved, and he shall continue to be a member so long as he continues to hold title to such Unit. A person shall automatically cease being a member at such time as he no longer holds legal title to his Unit. A Unit Owner shall not be permitted to resign from membership in the Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Association may treat the prior Unit Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Adams County Recorder of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit.

2.2. Purpose. Except as otherwise established by the Executive Board, the Association shall have the responsibility of administering the Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.3. Annual Meetings. Except as otherwise established by the Executive Board, the annual meetings of the Association shall be held on the third Thursday of October of each year unless such date shall occur on a holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.6 of these Bylaws and such other business as may properly come before the meeting may be transacted.

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

2.5. Special Meetings.

(a) Convened by Executive Board or Unit Owners. Special meetings of Unit Owners may be called by the President, a majority of the Executive Board, or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least twenty percent (20%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within thirty (30) days after receipt by the President of said

resolution or petition. No business shall be conducted at a special meeting except as stated in the notice.

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

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

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

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

2.7. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual, regularly scheduled or special meeting of the Association not fewer than ten (10) nor more than sixty (60) days in advance of any meeting, stating the time and

place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or the Bylaws, any budget or assessment changes and any proposal to remove an Executive Board member or officer. The giving of a notice of meeting in the manner provided in this Section and Section 9.1 of these Bylaws shall be considered service of notice.

2.8. Quorum and Adjournment of Meetings. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty percent (20%) or more of the Unit Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than twenty-four (24) hours after the time for which the original meeting was called.

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

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

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

2.11. Voting.

(a) Number of Votes Held by Unit Owners. Voting at all meetings of the Association shall be on a percentage basis and the number of votes to which each Unit Owner is entitled is set forth in the Declaration.

(b) Multiple Owners of a Unit. If the owner of a Unit is a corporation, joint venture, partnership or unincorporated association, the natural person who shall be entitled to cast the vote for such Unit shall be the person named in a certificate executed by such entity pursuant to its governing documents. If the owner of a Unit is a trust, the trustee or trustees shall be deemed to be the owner for voting purposes. Where the ownership of a Unit is in more than one person, the natural person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the owners of such Unit and filed with the secretary or, in the absence of such named person from the meeting or the failure to execute and file such a certificate, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one (1) person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement. There shall be deemed to be unanimous agreement if any one (1) of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. For any matter requiring approval or disapproval of Unit Owners, the person having voting power for a Unit is the person who would be entitled to cast the vote at any meeting of the Association. An exception to this rule is a situation in which the Act or the Declaration requires the owners of a Unit to execute an instrument in the same manner as a deed.

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

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

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

(f) Association Has No Vote. No votes allocated to a Unit owned by the Association may be cast.

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

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

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

ARTICLE III

Executive Board

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

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

- (a) Adopt and amend Bylaws, rules and regulations;

- (b) Adopt and amend budgets for revenues, expenditures and reserves;
- (c) Collect assessments for Common Expenses from Unit Owners;
- (d) Hire and discharge managing agents;
- (e) Hire and discharge employees and agents other than managing agents and independent contractors;
- (f) Institute, defend or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Community;
- (g) Make contracts and incur liabilities;
- (h) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;
- (i) Cause additional improvements to be made as a part of the Common Elements;
- (j) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property but Common Elements may be conveyed or subjected to a Security Interest only pursuant to the provisions of the Act;
- (k) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, to or over the Common Elements, provided that any such easements, leases, licenses or concession shall be granted in accordance with Section 5302(a)(9) of the Act;
- (l) Impose and receive payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;
- (m) Impose charges or interest or both for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association;
- (n) Impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates or statements of unpaid assessments;
- (o) Provide for the indemnification of the Association's officers and Executive Board and maintain directors' and officers' liability insurance;

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Community a "**Managing Agent**" at a compensation established by the Executive Board to perform such duties and services as the Executive Board shall authorize. Where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent only the powers granted to the Executive Board by these Bylaws under subsections 3.2(c), (e), (g) and (h).

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

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

3.6. Election and Term of Office. Subject to Article XI of the Declaration, the election of members of the Executive Board shall be held at the annual meetings of the Association. Nominations for members of the Executive Board may be submitted either in advance of the election meeting or from the floor at the meeting at which the election is held, or both. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.5(b) and (c) and 3.7 hereof) shall be fixed at three (3) years. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency,

removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself.

3.7. Removal or Resignation of Members of the Executive Board. Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one (1) or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Section 11.1 of the Declaration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Officers

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

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

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

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

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

4.6. Secretary.

(a) General Duties. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania.

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

4.7. Treasurer. The Treasurer shall be responsible for (a) the safekeeping of the Association funds and securities, (b) keeping full and accurate financial records and books of account showing all receipts and disbursements, (c) the preparation of all

required financial data, and (d) for the deposit of all monies in the name of the Executive Board or the Association, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in amounts greater than five percent (5%) of the annual budget of the Association shall be executed by two (2) officers of the Association designated for this purpose by the Executive Board. All such instruments for expenditures or obligations in amounts equal to or less than five percent (5%) of the annual budget of the Association may be executed by either the President or Vice President.

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

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

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

ARTICLE V

Maintenance

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

ARTICLE VI

Compliance and Default

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

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only if and to the extent that such expense is not fully covered by the proceeds of insurance carried by the Association. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

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

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

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

addition to any other rights: (a) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; (b) to levy fines pursuant to Section 6.2 hereof; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

6.2. Fine for Violation. By resolution, following Notice and Hearing, the Executive Board may levy a fine of up to \$25.00 per day for each day that a violation of the Community Documents or the Act persists after such Notice and Hearing, but such amount shall not exceed that amount necessary to insure compliance with the rule or order of the Executive Board.

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

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

ARTICLE VII

Amendments

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

ARTICLE VIII

Records

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

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

ARTICLE IX

Miscellaneous

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

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

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

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

CHART OF MAINTENANCE RESPONSIBILITIES

Exhibit "A"

GARRISON FALLS HOMEOWNERS ASSOCIATION

CHART OF MAINTENANCE RESPONSIBILITIES

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

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

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

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

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

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

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

**JOINT represents those maintenance, repair or replacement items that are assigned to the Association to perform, but the costs of which are billed to the benefited Unit Owner by the Association. If a Unit Owner desires to do the work himself or desires to contract with a reputable contractor to complete any item set forth in the JOINT column, the Unit Owner may do so at his sole expense, provided that he obtains prior written approval of his plans and specifications from the Executive Board in accordance with Subsection 4.1.2 and {A728233:}

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

***Maintenance, repair and replacement of main and lateral water and sewer lines will be the responsibility of the public utilities that own and operate the Community Water System and Wastewater System.

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

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

RESALE CERTIFICATE

EXHIBIT "B"

GARRISON FALLS HOMEOWNERS ASSOCIATION

RESALE CERTIFICATE

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

Date: _____, 20__.

Resale of Unit No. _____; Section: _____.

Garrison Falls Homeowners Association ("**Association**") hereby provides the information set forth below, together with a copy of the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community ("**Declaration**"), The Bylaws of Garrison Falls Homeowners Association ("**Bylaws**") and the Rules and Regulations of Garrison Falls At The Links At Gettysburg, A Planned Community ("**Rules and Regulations**"), in accordance with Section 5407 of the Act pursuant to the request of _____ ("**Seller**"), who intends to resell the above-described Unit to _____ ("**Purchaser**").

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

Information Required by Section 5407 of the Act:

1. Restraints on Alienation. Neither the Declaration nor any other Community Document, as defined in the Declaration, contains any right of first refusal or any other restraint on the free alienability of the Unit that would affect the proposed resale of the Unit.

2. Assessments and Surplus Funds.

- a. The current monthly Common Expense assessment for the Unit is \$ _____.
- b. The amount of any unpaid Common Expense assessment currently due and payable, for the period from _____ until _____, is \$ _____.

- c. The amount of any unpaid special assessment currently due and payable is \$_____.
- d. The amount of any surplus funds credited to the Unit to be to be applied to reduce future assessments in accordance with Section 5313 of the Act is \$_____.
3. Other Fees. Other fees due and payable by Purchaser at Settlement are as follows:
- a. Association working capital fund contribution as provided by Section 9.13 of the Declaration in the amount of \$_____.
- b. Community Amenities Membership Fund contribution as provided by Subsection 19.1.1 of the Declaration in the amount of \$3,000.00.
- c. Adjusted annual NIDMA assessment in the amount of \$_____, reflecting an annual NIDMA assessment in the amount of \$_____, prorated for the period from _____ to _____.
4. Capital Expenditures. Capital expenditures proposed by the Association for the current fiscal year and the succeeding two (2) fiscal years are as follows:
- a. Fiscal year 20__: \$_____.
- b. Fiscal year 20__: \$_____.
- c. Fiscal year 20__: \$_____.
5. Capital Reserves. The Association has accumulated reserves for capital expenditures in the amount of \$_____. Of this total reserve amount, the amounts set forth below have been designated for the specific capital projects described below:
-
-
6. Association Financial Statements. The most recently prepared balance sheet and income statement for the Association, if any, are attached hereto, and the Purchaser acknowledges receipt of the same.
7. Current Operating Budget. The current operating budget for the Association, if any, is attached hereto, and the Purchaser acknowledges receipt of the same. If the Association is newly-formed and does not have a current operating budget, then the projected operating budget is provided as an exhibit to the Public Offering Statement for Garrison Falls At The Links At Gettysburg, A Planned Community and The Links At Gettysburg Planned Golf Community ("**Public Offering Statement**").

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

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

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

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

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

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

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

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

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

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

WITNESS/ATTEST:

GARRISON FALLS HOMEOWNERS
ASSOCIATION:

By: _____

By: _____

Title: _____

Date: _____

Attachments:

Declaration and Amendments thereto

Bylaws and Amendments thereto

Rules and Regulations and Amendments thereto

Current balance sheet and income statement, if any

RULES AND REGULATIONS
OF
GARRISON FALLS AT THE LINKS AT GETTYSBURG,
A PLANNED COMMUNITY

GENERAL

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

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

3. The term "**Declaration**" when used herein refers to the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community dated December 2, 2005. The term "**Bylaws**" when used herein refers to the Bylaws of Garrison Falls Homeowners Association dated December 2, 2005. The term "**Managing Agent**" when used herein refers to Clagett Management or any successor managing agent appointed by the Association. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* ("**Act**").

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

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

RESTRICTIONS ON USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PET RULES

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

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

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

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

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

STORAGE

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

PARKING

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

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

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

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

ENTRY ONTO UNITS

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

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

ASSOCIATION

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

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

CONSIDERATION IN USE OF UNITS

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

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

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

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

COMMUNITY CENTER, TENNIS COURTS, TRAIL SYSTEM, RECREATION AREA AND GOLF COURSE

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

39. A swimming pool and community center with meeting rooms, locker rooms, pool house with restrooms and other facilities (collectively, the "**Community Center**") has been constructed on the neighboring PGC Property, use of which is available to Unit Owners. In addition, two (2) tennis courts are expected to be constructed elsewhere on the PGC Property, use of which will be available to Unit Owners. The Community Center and tennis courts are referred to collectively herein as the "**Community Amenities**". Unit Owners shall abide by the separate rules and regulations governing the use of the Community Amenities as promulgated by The Links At Gettysburg Master Association from time to time.

40. A system of walking trails ("**PGC Trails**") has been constructed primarily on the neighboring PGC Property. In addition, a one-acre "Open Space Recreation Area"

("OSRA"), which is expected to contain picnic facilities and playground equipment, and which may include a basketball court, will be constructed on the PGC Property. Use of the PGC Trails and the OSRA will be available to all Unit Owners, at their own risk.

OTHER

41. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, without the prior written approval of the Executive Board.

42. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.

43. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

44. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations, at all times.

45. Unit Owners and the Association shall have the right to use meeting rooms in the Community Center pursuant to rules and a fee schedule established by the Executive Board of the Master Association.

Exhibit “D”

Rules and Regulations

RULES AND REGULATIONS
OF
GARRISON FALLS AT THE LINKS AT GETTYSBURG,
A PLANNED COMMUNITY

GENERAL

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

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

3. The term "**Declaration**" when used herein refers to the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community dated December 2, 2005. The term "**Bylaws**" when used herein refers to the Bylaws of Garrison Falls Homeowners Association dated December 2, 2005. The term "**Managing Agent**" when used herein refers to Clagett Management or any successor managing agent appointed by the Association. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* ("**Act**").

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

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

RESTRICTIONS ON USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PET RULES

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

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

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

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

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

STORAGE

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

PARKING

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

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

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

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

ENTRY ONTO UNITS

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

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

ASSOCIATION

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

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

CONSIDERATION IN USE OF UNITS

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

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

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

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

COMMUNITY CENTER, TENNIS COURTS, TRAIL SYSTEM, RECREATION AREA AND GOLF COURSE

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

39. A swimming pool and community center with meeting rooms, locker rooms, pool house with restrooms and other facilities (collectively, the "**Community Center**") has been constructed on the neighboring PGC Property, use of which is available to Unit Owners. In addition, two (2) tennis courts are expected to be constructed elsewhere on the PGC Property, use of which will be available to Unit Owners. The Community Center and tennis courts are referred to collectively herein as the "**Community Amenities**". Unit Owners shall abide by the separate rules and regulations governing the use of the Community Amenities as promulgated by The Links At Gettysburg Master Association from time to time.

40. A system of walking trails ("**PGC Trails**") has been constructed primarily on the neighboring PGC Property. In addition, a one-acre "Open Space Recreation Area"

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("OSRA"), which is expected to contain picnic facilities and playground equipment, and which may include a basketball court, will be constructed on the PGC Property. Use of the PGC Trails and the OSRA will be available to all Unit Owners, at their own risk.

OTHER

41. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, without the prior written approval of the Executive Board.

42. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.

43. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

44. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations, at all times.

45. Unit Owners and the Association shall have the right to use meeting rooms in the Community Center pursuant to rules and a fee schedule established by the Executive Board of the Master Association.

Exhibit "E"

Proposed 2023 Association Budget
and
2023 Master Association Budget

Garrison Falls Homeowners Association
2023 Budget Approved

	Notes for 2023			2022 Budget	2023 Budget	% of Budget
G100	INCOME					
G112	Assessments	\$185 per home per month	73 Homes	126,000	162,060	94%
G114	Capital Contributions		If all pending closings are realized in 2022	1,800	-	0%
G132	Late Charges			-		
G151	Reimbursements	HPH/LGLC	Pond pumps electricity @ \$120/mo	1,440	1,440	
G152		Links at Gettysburg Land Co.	2022 expenses, billed in Jan 23	6,200	6,200	
G152		Master HOA (Savannah Dr Lawncare)	Billed in Jan 23	-	2,000	
		Total Reimbursements		7,640	9,640	6%
G190	Total Income			135,440	171,700	
G200	ANNUAL EXPENSES					
G211	Administrative	Bookkeeping	350.00mo for 2023	3,600	4,200	
G212		Insurance (Liability)	3% escalation	650	670	
G213		Collections and Legal Fees		1,000	1,500	
G214		Other	Postage, Tax Prep, Banking	345	375	
		Total Administrative		5,595	6,745	4%
G221	Board Discretionary			2,500	2,500	1%
G231	Electric	Adams Electric-Streets and Bridge	3 circuits @ \$75/mo ea (2023 increase)	1,800	2,700	
G232		Adams Electric-Pond Pumps	Pond Pumps (\$120/mo). Reimbursable thru 2023	1,440	1,440	
G233		Electrical Repair			750	
		Total Electric		3,240	4,890	3%
G241	Fire Hydrants	Hydrant Rental	Added 30% escalation for 2023	2,172	2,825	2%
G251	Irrigation	Contract Costs	\$32 per mo/home (Thru 2024)	23,808	28,032	16%
G261	Landscaping	Lawncare Contract	Contract for 73 homes @ 997.00 per home	60,780	72,780	
G262		General Landscape	Unplanned/Planned Maintenance	2,000	2,000	
		Total Landscaping		62,780	74,780	42%
G281	Snow Removal			11,000	12,000	7%
G291	Trash	Trash and Recycle Dumpster Fees	\$500/month combined	6,000	-	
G292		Curbside Contract Costs	\$27/home/mo (8% escalation year 2026)	8,640	19,440	
		Total Trash		14,640	19,440	11%
		TOTAL ANNUAL EXPENSES		125,735	151,212	
G300	NON-ANNUAL EXPENSES					
G300	Other	Common Areas	General repairs and continued maintenance	-	5,000	
G311	Street Repair	Common Areas	General repairs and continued maintenance	8,000	5,000	
G312	Tree Trimming	Common Areas	Tree Maintenance		1,500	
G313	Engineering Study	Common Areas	Garrison Falls common infrastructure		2,500	
G314	Detention Pond	Detention Pond	Fountain Add/General Maintenance		8,000	
G315	Tree Upgrades	Common Areas	Add Maples(10) Bridge Valley/Lower Brookside Ln		3,000	
G316	Stormwater Piping	Common Areas	Scope selected areas for obstructions		1,500	
		TOTAL NON-ANNUAL EXPENSES		8,000	26,500	15%
G501	SAVINGS	Reserve Fund Contributions		1,705	(6,012)	-3%
G190	Income			135,440	171,700	
G600	Annual and Non-Annual Expenses			133,735	177,712	
G700	NET INCOME (Potential Reserve Fund Contribution)			1,705	(6,012)	

INCOME	Final	2023 Budget
Assessments and Payments Received	M110	
Annual Assessment (\$385/home)	M112	98,945
Capital Contributions	M114	4,250
Community Amenities (\$300/home)	M116	61,394
Community Center Rental	M118	1,000
Interest Received on Reserve Account	M119	300
Total Assessments and Payments Received		165,889
Fees Received	M130	
Late Fees	M132	50
Membership Fees	M134	750
Total Fees Received		800
Reimbursements from HOAs and Links	M150	
Brine Pre-treatment (Links)	M152	350
Snow Clubhouse Drive (Links)	M153	500
Clubhouse drive landscaping (Links)	M154	2,500
Clubhouse Drive - Entry & Island (Links)	M155	400
Clubhouse drive maintenance (Links)	M156	1,000
Clubhouse, Savannah & Charles Dr. maintenance & landscape (Units)	M157	100
Fire Hydrants (HOA & Links)	M158	7,240
Insurance - HOA Liability (Hinkley)	M162	4,000
Total Reimbursements		16,090
TOTAL INCOME		182,779
EXPENSES		
ANNUAL EXPENSES		
Administrative	M210	
Bookkeeping	M211	6,000
Insurance - Master	M212.1	6,300
Insurance - HOAs	M212.2	4,000
Legal	M213	2,000
Printing & Postage	M214	400
Tax Preparation	M215	300
Annual meeting rental fee	M216	800
Total Administrative		19,800
Amenities	M220	
Open Space Recreational Area (OSRA)	M220	
Landscape - Mowing (includes OSRA & pool)	M221	5,000
Playground Equipment & repairs (minor)	M222	500
PGC Trails, Routine Annual Maintenance	M223	2,900
Sports courts supplies & repairs (minor)	M224	500
Irrigation (between CC and tennis)	M225	2,304
Total OSRA		11,204
Community Center Building	M230	
Building Structure - Minor repairs, maintenance	M231.1	2,500
Building Structure - Supplies	M231.2	750
Cleaning service	M232	6,000
Cleaning service - locker rooms	M233	1,000
Dispenser water	M234	400
Equipment/Furniture Purchases & Repair (minor)	M235	750
Gym equipment contracted maintenance	M236	1,500
HVAC System Inspection and Maintenance	M237	500
Miscellaneous Household Supplies	M238	500
Security System maintenance	M239	1,000
Snow Removal (steps & handicap parking)	M241	500
Utilities-Electricity	M242	2,600
Utilities-Propane (CC and pool)	M243	5,500
Utilities-Cable TV, internet, phone	M244	3,162
Utilities-Water (Aqua) (CC and pool)	M245	5,500
Total Community Center Building		32,162
Pool and Hot Tub	M250	
Labor	M251	18,000
Supplies	M252	5,670
Utilities-Electricity	M253	3,300
Utilities-Propane (included in CC budget item)		-
Utilities-Water (included in CC budget item)		-
Total Pool and Hot Tub		26,970
Common Areas (Clubhouse, Savannah, & Charles Dr.)	M270	
Electricity - streetlights & fountain	M271	1,500
Landscape Contract - Clubhouse Drive	M272	5,000
Landscape - Savannah, Charles & Entry flowers	M273	2,500
Thoroughfares - minor	M274	1,000
Snow removal	M275	3,000
Brine Pre-treatment @ \$500 ea.	M276	1,000
Hydrants @\$27.46 per/mo./per/hydrant (22)	M277	7,250
Fountain - operation and maintenance	M279	1,800
Total Common Areas		23,050
Board Initiatives	M280	
Contracted Community Wide Services	M282	2,000
Total Board Initiatives		2,000
TOTAL ANNUAL EXPENSES		115,186

NON-ANNUAL EXPENSES (Charges for Periodic Maintenance, Repair, Purchase, Replacement)	M300	
OSRA assets	M310	
Unanticipated major expenses	M310.1	800
Total OSRA		800
Community Center	M320	
Unanticipated major expenses	M320.1	2,700
Security cameras	M321	1,000
Mold Remediation	M322	7,522
Front Steps, Railings, and Porch repair	M323	3,500
Fitness Equipment	M325	3,000
Update the Community Center, paint remaining upstairs rooms	M332	2,700
Replace HVAC Unit	M334	9,000
Landscape handicap parking area	M336	1,500
Gutter guards	M337	2,500
Total Community Center		33,422
Pool and Hot Tub	M350	
Unanticipated major expenses	M350.1	2,110
Umbrella & stands	M353	480
Tables, chairs, lounge pillows	M359	1,244
Ceiling Fans under deck	M360	2,500
Bike Rack	M362	225
Total Pool and Hot Tub		6,559
Common Areas, other	M370	
Unanticipated major expenses	M370.1	5,000
Total Common Areas		5,000
TOTAL NON-ANNUAL EXPENSES		\$45,781
TOTAL EXPENSES		160,967
Estimated Excess Revenues to Reserves		21,812

Exhibit “F”

Proposed from of Agreement of Sale

«LOGO-IMAGE»
HOME PURCHASE AGREEMENT

NOTICE TO THE PURCHASER

THE PURCHASER HAS THE RIGHT TO CANCEL THIS CONTRACT OR AGREEMENT BY SENDING OR DELIVERING WRITTEN NOTICE OF CANCELLATION TO THE DEVELOPER BY MIDNIGHT OF THE SEVENTH CALENDAR DAY FOLLOWING THE DAY ON WHICH IT IS EXECUTED. SUCH CANCELLATION IS WITHOUT PENALTY AND ALL MONIES PAID BY THE PURCHASER WILL BE PROMPTLY REFUNDED IN THEIR ENTIRETY.

In consideration of the reciprocal covenants stated herein, «SELLER-LEGAL-NAME», (“Seller”) and «BUYERS-FULL-NAMES-LIST» (collectively, “Purchaser”) agree as follows:

- 1. CONVEYANCE.** Seller shall sell to Purchaser and Purchaser shall purchase from Seller all that parcel of land located in «PROJECT-COUNTY» County, «PROJECT-STATE», with a street address of «LOT-ADDRESS-LINE», more particularly described as Lot «PLAT-LOT», «PROJECT-NAME» Subdivision (the “Lot”), together with all improvements thereon and all appurtenances thereto collectively the “Property.”
- 2. PURCHASE PRICE AND METHOD OF PAYMENT.** Subject to adjustment as may be provided herein, the Purchase Price for the Property shall be: «TOTAL-HOME-PRICE-TEXT» Dollars («TOTAL-HOME-PRICE») to be paid in cash as provided herein. A breakdown of the Purchase Price as of the Effective Date (defined in Section 19 below) is set forth in Addendum 2 attached hereto and incorporated herein. The terms of the subsection (a or b) checked below shall also apply.

«SALES-REP-RADIO-BUTTON--Finance» a. No Financing Contingency.

Purchaser shall pay to Seller the Purchase Price in cash at Closing. Within seven (7) business days of the Effective Date, Purchaser shall provide documentation to Seller that will verify to Seller’s reasonable satisfaction that Purchaser has the available funds necessary to purchase the Property according to the terms of this Agreement. If Purchaser does not provide such documentation to Seller within that time period, then Seller may at its option terminate this Agreement by providing written notice to Purchaser of termination, in which event Seller shall retain the Earnest Money and neither party shall have any further obligation or liability to the other hereunder.

«SALES-REP-RADIO-BUTTON--Finance» b. Financing Contingency

(1) Purchaser shall use its best efforts to obtain a loan in the principal amount of no more than «CFF_Loan_-_Percentage_of_Purchase_Price»% of the Purchase Price, reduced to the next lowest hundred dollars, (the “Loan”) to be secured by a first priority purchase money mortgage on the Property. The proceeds of the Loan, together with the balance of the Purchase Price, shall be paid to Seller by Purchaser in cash or other immediately available funds at Closing.

(2) Purchaser shall apply for the Loan within seven (7) business days of the Effective Date. Failure by Purchaser to apply for the Loan within that time-period or to pursue approval of the Loan diligently thereafter shall constitute a material breach of this Agreement by Purchaser. Within twenty-one (21) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser’s lender confirming that Purchaser has pre-qualified for the Loan (the “Pre-qualification Letter”). Within twenty-one (21) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser’s lender confirming that the Loan has been conditionally approved (the “Conditional Approval Letter”). Within thirty (30) days of the Effective Date, Purchaser shall provide Seller with a letter from Purchaser’s lender confirming that the Loan has been fully and finally approved (the “Final Approval Letter”). If Purchaser fails to provide the Pre-qualification Letter, the Conditional Approval Letter or the Final Approval Letter to Seller within the applicable required time-period, then Seller, at Seller’s option, may terminate this Agreement upon written notice to Purchaser, in which event the Earnest Money shall be refunded to Purchaser if Purchaser is not in breach of this Agreement, and thereafter neither party shall have any further liability or obligation to the other hereunder.

(3) Purchaser acknowledges that there are many different loan programs available from many different lenders. If the loan approval obtained by Purchaser contains any contingencies, Seller may require the satisfaction of those contingencies within the time period specified for obtaining the Final Approval Letter and terminate this Agreement if those contingencies are not waived or satisfied; in which event, the Earnest Money shall be refunded to Purchaser, and neither party shall thereafter have any further liability or obligation to the other hereunder.

(4) Purchaser understands and acknowledges that certain loan/credit approvals are only valid for up to one hundred twenty (120) days. Purchaser shall update loan/credit approval documentation as needed in order to maintain current loan approval up until the date of closing. Purchaser agrees to execute all papers and perform all other actions necessary to obtain the Loan and to accept the Loan if approved by lender. Purchaser shall, in addition to the payment of principal and interest upon the Loan, pay at Closing such amounts as may be required by the lender to establish or maintain an escrow for insurance, property taxes or private mortgage insurance.

(5) If Purchaser applies and obtains a commitment for an FHA-insured or VA-guaranteed loan, then notwithstanding any other provision of this Agreement, Purchaser shall not incur any penalty by forfeiture of earnest money or option money deposits or otherwise or be obligated to complete the purchase of the Property if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs, the Federal Housing Commissioner, or a Direct Endorsement lender. Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount

of the reasonable value established by the Department of Veterans Affairs, the Federal Housing Commissioner, or a Direct Endorsement lender. (Authority: 38 U.S.C. 501, 3703(c)(1)) The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development (“HUD”) will insure. HUD does not warrant the value or the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

3. FINANCIAL INFORMATION. Purchaser acknowledges that Purchaser’s financial situation may affect Purchaser’s ability to obtain a loan and/or purchase this Property. Purchaser further acknowledges that it is important for the Seller to know Purchaser’s financial situation and Purchaser’s ability to obtain financing. Purchaser hereby grants permission for the Seller to contact any mortgage company or financial institution to which Purchaser may apply for a loan and to discuss Purchaser’s financial situation and prospects of obtaining a loan. Purchaser hereby authorizes any mortgage company or financial institution from which Purchaser may seek a loan to discuss Purchaser’s financial status with the Seller and to provide the Seller with any documentation or information regarding said financial status, including but not limited to Purchaser’s credit score.

4. EARNEST MONEY.

a. Deposits. Purchaser has paid to Seller an Initial Deposit as shown below. Purchaser shall pay to Seller Additional Deposits in the amounts shown below by the due dates shown below. Failure by Purchaser to pay an Additional Deposit by the applicable due date shall constitute a material breach of this Agreement by Purchaser. The Initial Deposit and the Additional Deposit are hereinafter referred to as the “Earnest Money,” both individually and collectively. The Earnest Money will be held in a designated non-interest bearing escrow account of Abstract America Settlement Services (“Escrow Agent”), having an address of 185 W. Whitehorse Pike, Berlin, NJ 08009 to be held at TD Bank, T.D. Bank, NA, 1900 Market Street, Philadelphia, PA 19102. All deposit checks shall be made payable to the Escrow Agent. The Earnest Money shall be retained by Escrow Agent except as otherwise expressly stated in this Agreement. The schedule of deposits is as follows:

«EARNEST-DEPOSIT-BLOCK»

b. Disbursement. At Closing, the Earnest Money shall be credited to Purchaser against the Purchase Price; otherwise, the Earnest Money shall be disbursed as provided herein. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the Earnest Money, the Escrow Agent may, but shall not be required to, interplead all or any disputed part of the Earnest Money into a court of competent jurisdiction. If Escrow Agent interpleads the Earnest Money into a court, Escrow Agent shall be entitled to recover the costs of such interpleader, including reasonable attorney’s fees incurred in connection with the interpleader, from the Earnest Money.

c. Deposits for VA Loans Only. The Earnest Money will be deposited by Seller in a special trust account that is safeguarded from the claims of creditors of Seller until the Earnest Money either: (i) for the benefit of the Purchaser, has been disbursed at settlement or applied to the cost of the land/construction of the Property; or (ii) if the transaction does not materialize, is otherwise disposed of in accordance with the terms of this Agreement.

5. SURVEY. At Closing, Seller shall provide Purchaser with a plat of survey of the Lot performed by an independent, licensed surveyor or engineer, showing all improvements located thereon as of the date of the survey. The plat of survey shall be suitable for use by Purchaser’s closing attorney to obtain title insurance for the Property without exception for matters that would be shown or revealed by a current survey of the Lot. **At Closing, Purchaser shall reimburse Seller for the cost of the survey and pay to Seller a reasonable fee, not to exceed Four Hundred Fifty Dollars (\$450), for obtaining and providing the survey. Purchaser shall pay an additional Four Hundred Dollars (\$400) for the placement of boundary stakes/corner pins.** Seller makes no warranty or representation whatsoever regarding the quality, accuracy or reliability of the survey. Seller makes no warranty or representation whatsoever regarding any matter that would be shown or revealed by an accurate survey of the Lot.

6. TITLE. Seller shall convey insurable fee simple title of the Property to Purchaser at Closing by special warranty deed, affidavit of title and appropriate corporate resolution delivered at Closing, subject to: (a) zoning ordinances affecting the Property; (b) utility, drainage and other easements of record upon which the residence does not encroach; (c) subdivision covenants, conditions and restrictions; (d) all matters shown on the final plat for the subdivision where the Property is located and (e) any matters that would be shown or revealed by a current survey of the Lot. “Insurable title” shall mean title that a title insurance company licensed to do business in Pennsylvania will insure at its regular rates, subject only to its standard exceptions and those exceptions listed in subsections (a) through (d) above. Purchaser is not obligated to obtain title insurance from Title America Agency Corp.

7. TITLE EXAMINATION. Purchaser shall have until ten (10) days prior to the Closing Date to examine title to the Property and to furnish Seller with a written statement of any exceptions to insurable title. If Purchaser does not serve Seller with notice of exception to insurable title prior to that date, Purchaser shall have waived any objection to title to the Property as it existed as of the Effective Date. If Purchaser does serve such notice on Seller prior to that date, the notice shall specify and itemize the exceptions to insurable title. If Seller does not remove any exceptions to insurable title within a reasonable time, Purchaser shall have the right to terminate this Agreement and to receive a refund of the Earnest Money and any Option Money paid to Seller. Under no

circumstances shall Seller be obligated or required to remove or cure any exception to title to the Property that is not a valid exception to insurable title as defined in Section 6 above.

8. DESTRUCTION. If the home built on the Lot is either totally destroyed or substantially damaged (as determined by Seller in its sole discretion) before Closing, either party may terminate this Agreement by written notice to the other within ten (10) days of the date of such destruction. After Closing, all risk of loss to the Property shall be upon Purchaser.

9. INSPECTION.

a. Procedure Prior to Closing, Seller shall have the right to deny access to the Lot to any person at any time, as Seller determines in its sole discretion. However, Purchaser or a professional home inspector contracted by Purchaser shall have the right to enter upon the Property at reasonable times during normal business hours for the purpose of inspecting, examining, testing and surveying the Property, solely at Purchaser's expense, provided that any such inspection must meet the following requirements and conditions:

(1) Inspections by Purchaser:

(a) All Inspections by Purchaser must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule.

(b) Seller or its appointed representative shall have the right to accompany Purchaser during the inspection.

(2) Inspections by an independent professional home inspector:

(a) All Inspections by a professional home inspector must be scheduled through the Community Construction Superintendent. These inspections must be scheduled at least seven (7) days in advance, must take place during normal working hours (Mon. – Fri. 8:00AM to 4:00PM) and must be in accordance with the Community Construction Superintendent's production schedule. IF AN INSPECTOR DOES NOT HAVE AN APPOINTMENT ONE WEEK PRIOR TO THE PROPOSED INSPECTION, THE INSPECTOR WILL NOT BE ALLOWED TO PERFORM THE INSPECTION AND WILL BE INSTRUCTED TO RESCHEDULE. SELLER WILL NOT DELAY CONSTRUCTION OR CLOSING TO ACCOMMODATE INSPECTION APPOINTMENTS.

(b) Seller or its appointed representative shall accompany the home inspector during the inspection.

(c) The home inspector must be licensed to do business by the State of Pennsylvania and must furnish to Seller a copy of the home inspector's State License Certificate prior to the inspection.

(d) Prior to the inspection, the home inspector must furnish Seller with proof that the home inspector has worker's compensation insurance in accordance with applicable law and a \$300,000.00 General Liability Insurance Policy which names Seller as an additional insured.

Failure by Purchaser to follow the procedures set forth in this subsection shall constitute a material breach of this Agreement. Unauthorized entry onto the Lot by Purchaser, its agents or contractors shall constitute a material breach of this Agreement.

b. Purchaser's Indemnity. Purchaser assumes all responsibility for the acts of Purchaser, Purchaser's agents, contractors or representatives in exercising Purchaser's rights under this Section, and shall indemnify and hold Seller harmless from any loss or expense Seller may suffer as a result of any claim or damage which arises directly or indirectly out of Purchaser's exercise of its rights under this Section. Notwithstanding any other provision herein, Purchaser's indemnity of Seller pursuant to this Section shall survive Closing and the termination of this Agreement for any reason.

c. Inspection Results. In the event any inspection by Purchaser or its agents or contractors reveals a purported defect in the Property, Purchaser shall provide Seller with written notice of the claim of defect and, if a professional home inspection was performed, a true and complete copy of any report produced by the home inspector. If Seller determines the claim of defect is valid, Seller shall correct or repair the defect. If Seller determines the claim of defect is not valid, Seller shall notify the Purchaser of that determination within thirty (30) days of receipt of the written notice of claim of defect. Notwithstanding any other provision herein, Seller shall not be required to correct or repair any defect in construction that does not constitute a violation of: (1) the building code of the governing jurisdiction in which the Property is located, or (2) the building guidelines and standards of the provider of the Structural Warranty pursuant to subsection a of Section 14 below.

10. REAL ESTATE BROKER AND COMMISSION. In negotiating this Agreement, Seller has acted as its own real estate broker. Purchaser acknowledges that Seller's sales agents represent Seller only, and do not represent Purchaser. Purchaser represents to Seller that Purchaser has not employed any real estate broker, agent or finder in connection with this Agreement, other than «**BROKER-AGENT-NAMES-LINE**», an agent of «**BROKER-AGENCY-NAME**» («Co-Broker»), who represents Purchaser. Purchaser shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs, damages and expenses (including attorneys' fees and expenses and costs of litigation) that Seller may suffer or incur because of any claim by any broker, agent or finder, whether or not meritorious, for any compensation with regard to this transaction arising out of any acts or contracts of Purchaser, other than the Co-Broker named above. Notwithstanding any other provision herein, the provisions of this Section shall survive Closing or termination of this Agreement for any reason. Purchaser acknowledges receipt of a copy of the Agency Disclosure Brochure.

11. NO RELIANCE. Purchaser acknowledges that it has not relied upon the advice or representations, if any, of Seller, Broker or Seller's salespersons or other agents with regard to the legal and tax consequences of this Agreement or the terms and conditions of any proposed financing of the purchase of the Property. Purchaser

acknowledges that if such matters are of concern to Purchaser, Purchaser must obtain independent, professional advice regarding them.

12. LICENSE. The Purchaser does hereby authorize and grant to the Seller the irrevocable right to enter into, upon, over or under the Property for a period of two years from the issuance of the last certificate of occupancy within the community on prior notice to the Purchaser and at reasonable hours (except in cases of emergency) for the completion of construction, repairs, or emergency matters or pursuant to governmental order or requirement. This provision shall survive Closing.

13. HAZARDOUS SUBSTANCES. Purchaser acknowledges that Seller makes no representation or warranty with respect to the presence or absence of toxic waste, radon, hazardous materials or other undesirable substances on the Property. SELLER HEREBY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE PRESENCE OF ANY SUCH SUBSTANCES IN, ON, UNDER OR ABOUT THE PROPERTY.

14. WARRANTIES AND DISCLAIMER.

a. NWP Warranty; Manufacturers' Warranties. Seller shall enroll the Property at Closing and deliver to Purchaser at no additional cost to Purchaser a structural warranty (the "Structural Warranty") by and from Residential Warranty Corporation or such other national warranty provider as Seller may reasonably select (the "NWP"). The Structural Warranty will provide, at a minimum, a ten (10) year structural warranty for the residence located or to be located on the Property. Prior to or at Closing, Seller shall provide purchaser with a brochure or handbook from the NWP that states the terms of the Structural Warranty. In addition, at Closing Seller shall assign to Purchaser all warranties, expressed or implied, which are given by the manufacturer of any appliance or product installed in the home built or to be built on the Property.

b. One-Year Warranty. In addition, if within one year after the date of Closing any material feature of the construction of the home on the Property is found to be not in accordance with the requirements of this Agreement, then Seller shall correct such defect in construction after receipt of written request from Purchaser to do so, unless Purchaser has previously accepted or approved such defect or condition in writing. Seller shall correct such defects either: (i) approximately thirty (30) days after Closing, or (ii) approximately eleven (11) months after closing. Oral or email requests to Seller's staff are not acceptable. If Purchaser fails to notify Seller of the defect within the 1-year warranty period, or if Purchaser does not allow Seller any and all access to the Property needed to correct the defect during reasonable business hours, then Purchaser shall be deemed to have waived any claim against Seller for failure to correct such defect or condition. Notwithstanding any other provision herein, all of Seller's obligations and responsibilities pursuant to this subsection shall automatically expire one year from the date of Closing. Also, the following matters are excluded from Seller's Warranty:

(1) Landscaping, including trees, shrubs, grass and flowers are not covered by any warranty.

(2) Grading and drainage are not covered by any warranty, nor will they be maintained or modified by Seller after closing in any way whatsoever UNLESS the grading or drainage is found to be in violation of the applicable provision of the Pennsylvania Residential Site Improvement Standards. Purchaser's closing of the sale constitutes an acceptance of the existing drainage and erosion controls of the Property, except for matters noted on a Punch List as provided in Section 21 below.

(3) As of the date and time of the Closing, Seller shall have no further responsibility for soil erosion, soil conditions or the growth or death of grass, trees or shrubbery. Seller shall not be liable for trees or shrubs, or damage or destruction to same. Seller makes no warranty whatsoever as to the type, location or amount of trees which will exist on the Property after construction. Seller will plant grass seed or install sod, as the case may be, in certain locations at Seller's discretion; however, as part of its construction many areas will be left in their natural state and will not be landscaped in any way. Because the growth of grass seed and the health of sod are dependent on Purchaser's care and maintenance, Seller makes no warranty regarding the presence, absence, growth or death of grass. Because prevention of erosion is dependent on Purchaser's care and maintenance of the grass and sod, Seller makes no warranty regarding erosion.

(4) Seller shall not be responsible for the correction of any leakage or seepage caused by: (a) damaged water pipes or mains, (b) alteration of the landscaping by a party other than Seller (specifically including, without limitation, any changes which cause water to flow toward the dwelling), or (c) prolonged direction of water against the outside foundation wall from a spigot, sprinkler, hose or improperly maintained gutters or downspouts.

(5) Seller will not correct minor cosmetic defect after Closing unless the defect is listed on the Punch List prior to Closing. Unless a defect is noted on the Punch List, Seller does not warrant the installation or quality of any carpet or flooring product.

c. Disclaimer and Limitation on Seller's Liability. THE WARRANTY MADE BY SELLER PURSUANT TO SUBSECTION b ABOVE IS TO THE EXCLUSION OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND SELLER HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, WARRANTY OF WORKMANLIKE CONSTRUCTION (ALSO KNOWN AS WORKMANLIKE QUALITY OF CONSTRUCTION), AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE PAST, PRESENT OR FUTURE CONDITION OR USE OF ANY LANDS OR AREAS SURROUNDING THE PROPERTY OR IN THE VICINITY OF THE PROPERTY. AFTER CLOSING, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION TO PURCHASER OF ANY NATURE WHATSOEVER EXCEPT AS PROVIDED IN THIS SECTION 14 OF THIS AGREEMENT, AND IN SECTION 21 BELOW. SELLER SHALL NOT BE LIABLE FOR ANY REASON UNDER ANY CIRCUMSTANCES TO PURCHASER OR ANYONE CLAIMING THROUGH PURCHASER FOR MONETARY DAMAGES OF ANY KIND, INCLUDING SECONDARY, CONSEQUENTIAL,

PUNITIVE, GENERAL, SPECIAL OR INDIRECT DAMAGES.

15. MANDATORY BINDING ARBITRATION. PURCHASER AND SELLER SHALL SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES WHICH MAY ARISE BETWEEN THEM REGARDING THIS CONTRACT AND/OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY DISPUTES REGARDING: (A) SELLER'S CONSTRUCTION AND DELIVERY OF THE HOME; (B) SELLER'S PERFORMANCE UNDER ANY PUNCH LIST OR INSPECTION AGREEMENT; AND (C) SELLER'S WARRANTY PURSUANT TO SECTION 14 ABOVE. THE ARBITRATION SHALL TAKE PLACE IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE PROCEEDING SHALL BE CONDUCTED PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), AND TO THE EXTENT POSSIBLE, UNDER RULES WHICH PROVIDE FOR AN EXPEDITED HEARING. THE FILING FEE FOR THE ARBITRATION SHALL BE PAID BY THE PARTY FILING THE ARBITRATION DEMAND, BUT THE ARBITRATOR SHALL HAVE THE RIGHT TO ASSESS OR ALLOCATE THE FILING FEES AND ANY OTHER COSTS OF THE ARBITRATION AS A PART OF THE ARBITRATOR'S FINAL ORDER. THE ARBITRATION SHALL BE BINDING AND FINAL, AND EITHER PARTY SHALL HAVE THE RIGHT TO SEEK JUDICIAL ENFORCEMENT OF THE ARBITRATION AWARD. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ANY DISPUTES ARISING UNDER THE STRUCTURAL WARRANTY PROVIDED TO PURCHASER BY THE NWP SHALL BE MEDIATED, ARBITRATED AND/OR JUDICIALLY RESOLVED PURSUANT TO THE TERMS, CONDITIONS, PROCEDURES AND RULES OF THAT WARRANTY PROGRAM.

BY AFFIXING THEIR INITIALS HERETO, PURCHASER(S) ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE ARBITRATION PROVISION:

«INITIALS-AND-DATE-LINE»

16. CLOSING. The "Closing" shall mean, collectively: the actual exchange of the Purchase Price for the Special Warranty Deed and the delivery of possession of the Property to Purchaser. The date on which the exchange occurs is referred to herein as the "Closing Date." Closing shall not be complete until Seller has received full payment of the Purchase Price. Keys and possession of the Property will not be delivered to Purchaser until all of the funds necessary for Closing have been received by the settlement agent. Closing shall be scheduled and conducted as follows:

a. Closing Date.

Closing shall take place on or about «ESTIMATED-SETTLEMENT-DATE». In the event the Seller has completed the Property and is ready to close pursuant to the terms of this Agreement, Purchaser agrees to close title within ten (10) days written notice from Seller of the final date of Closing, which Closing Date shall be "Time of the Essence."

b. Exchange at Closing. At Closing, Seller shall deliver to Purchaser Special Warranty Deed for the Property, affidavit of title, possession of the Property, a certificate of occupancy for the house located on the Property issued by the applicable governmental authority, and, if applicable, a certificate of final approval by FHA or VA. At Closing, Purchaser shall pay to Seller the Purchase Price in full.

c. Place of Closing. Closing shall take place at Seller's offices located at «BUILDER-STREET-ADDRESS» «BUILDER-CITY-ST-ZIP», or at such other place as is specified in Seller's notice, or at such other place as the parties may agree in advance.

d. Closing Costs. Except as may be prohibited by FHA or VA regulations, Purchaser shall pay for all costs related to the Closing, including but not limited to all costs for preparing and recording the deed, any realty transfer tax imposed by the Commonwealth of Pennsylvania, a title search, title company closing fees, title examination and title insurance policy, costs of a survey in accordance with Section 5, wire fees, wood destroying insect certification fee, a utility shut-off fee of \$100, an administrative fee reimbursable to Seller in the amount of \$400, and a plot plan fee reimbursable to the Seller in the amount of \$400. If this Agreement is subject to a Financing Contingency, then Purchaser shall also pay all costs relating to the mortgage, including, without limitation, the application fee, credit report fee, appraisal fee, mortgage title insurance, hazard insurance, recording fees and any fees or costs required by the mortgage lender, such as escrows and prepaid charges. Real estate taxes on the Property for the calendar year in which the sale is closed shall be prorated as of the Closing Date. In the event the Property is part of a condominium or homeowner's association, any prepaid owners' association dues, fees or assessments shall be prorated at Closing.

17. UTILITIES AND PERSONAL PROPERTY. Purchaser shall transfer all utilities into Purchaser's name within three (3) business days after Closing. Purchaser shall not move any personal property onto the Property prior to Closing.

18. DEFAULT; REMEDIES. The remedies specified below shall be the sole and exclusive remedies available to the parties in the event of breach of this Agreement, and shall be to the exclusion of all other remedies at law or in equity.

a. Purchaser's Default. If Purchaser defaults on any of its obligations hereunder prior to Closing, Seller's sole and exclusive remedy shall be to terminate this Agreement by written notice to Purchaser; whereupon, Seller shall retain all Earnest Money and Option Money (if any) paid by Purchaser to Seller as liquidated damages. Thereafter, neither party shall have any further liability or obligation to the other hereunder.

b. Seller's Default. If Seller defaults on any of its obligations hereunder prior to Closing, Purchaser's sole and exclusive remedy shall be to terminate this Agreement by written notice to Seller, whereupon Purchaser shall be entitled to recover all Earnest Money and Option Money (if any) paid to Seller. Notwithstanding the foregoing, subject to the provisions of Section 20 below and provided that Seller has not

terminated this Agreement as a result of breach by Purchaser, if Seller is obligated by this Agreement to build a single-family residence on the Lot and Seller fails to complete construction of the residence within two (2) years of the date Purchaser signs this Agreement, then Purchaser may pursue whatever remedies it may have against Seller at law or in equity.

19. TIME/DATE. The Effective Date of this Agreement shall be the date of signing of this Agreement by the last of the parties to sign. **Time is of the essence** as to the occurrence of all events, the satisfaction of all conditions and the performance of all obligations hereunder.

20. EXCUSED DELAYS. Notwithstanding any other provision herein, if Seller is delayed in performing any of its obligations hereunder or meeting any specified completion dates by labor disputes, fire, delays in deliveries, adverse weather conditions, unanticipated damage to or destruction of the Property, governmental controls or moratoria, acts of God or any other causes beyond Seller's reasonable control, then the time-period specified herein for performance of such obligation and/or meeting such completion date shall be extended a sufficient number of working days to enable and allow Seller to perform and/or complete the obligation.

21. WALK-THROUGH. Prior to Closing, Purchaser and Seller shall conduct a mutual examination of the Property, commonly referred to as a "walk-through." Seller shall schedule the walk-through during normal working hours (Mon. – Fri., 8:00AM to 4:00PM) and shall give Purchaser prior notice of the scheduled time by telephone or electronic mail. Immediately after the walk-through, Purchaser and Seller shall prepare a written list of items on the Property that the parties agree should be corrected, repaired or replaced (hereinafter, the "Punch List"). Seller shall thereafter correct, repair or replace the items listed on the Punch List. Under no circumstances shall Seller be required to correct, repair or replace any items on or of the Property that are not listed on a written Punch List that has been signed by Seller. Seller's obligation to correct, repair or replace any items that are listed on a written Punch List that has been signed by Seller shall survive Closing. UNDER NO CIRCUMSTANCES SHALL CLOSING BE DELAYED DUE TO SELLER'S FAILURE TO COMMENCE OR COMPLETE CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST. UNDER NO CIRCUMSTANCES SHALL FUNDS BE ESCROWED AT CLOSING TO COVER THE COST OF CORRECTION, REPAIR OR REPLACEMENT OF ANY ITEMS ON A PUNCH LIST.

22. RESTRICTIVE COVENANTS; HOMEOWNERS ASSOCIATION. The Property «SALES-REP-RADIO-BUTTON--HOA» IS or «SALES-REP-RADIO-BUTTON--HOA» IS NOT part of a homeowners association. If the Property is part of a homeowners association, Purchaser acknowledges receipt of a copy of that Declaration of Covenants, Conditions and Restrictions for «PROJECT-NAME» Subdivision of record at «CFF Initial HOA Fee», County Registry, together with all amendments thereto (collectively, the "Declaration"). Purchaser acknowledges that the Property is subject to the Declaration and that upon purchase of the Property, Purchaser shall personally be subject to all the provisions of the Declaration, including but not limited to provisions requiring membership in and payment of assessments to any homeowners association for the Subdivision (the "Association"). Purchaser acknowledges that the current regular assessments due to the Association is «CFF HOA Dues Amount». Purchaser acknowledges that in addition to the regular assessment, Purchaser shall be required to pay a non-transferable capital contribution to the Association at Closing in the amount of «CFF Initial HOA Fee». PURCHASER FURTHER ACKNOWLEDGES THAT THE DECLARATION MAY BE AMENDED FROM TIME TO TIME AS PROVIDED THEREIN, AND THAT THE AMOUNTS TO BE PAID BY PURCHASER TO THE ASSOCIATION MAY CHANGE ACCORDINGLY.

THE PURCHASER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS CONTRACT, THE SELLER PROVIDED THE BUYER WITH A COPY OF THE PUBLIC OFFERING STATEMENT ON «SALE-DATE».

23. SUCCESSORS AND ASSIGNS; INTERPRETATION. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, administrators, executors and assigns. Purchaser shall not have the right to assign Purchaser's interest in this Agreement. As required by context herein, the singular shall include the plural, and the neuter shall include the masculine and the feminine.

24. ENTIRE AGREEMENT; AMENDMENT. This document contains the sole and entire agreement between the parties hereto with regard to the Property. All prior discussions have been merged into this Agreement. No representation, statement, promise or inducement shall be binding upon either party hereto unless specifically stated in this Agreement. This Agreement may not be modified except by a writing signed by both parties.

25. ADDENDA AND EXHIBITS.

- a. Addenda.** The following Addenda are attached hereto and incorporated herein:
- «SALES-REP-CHECKBOX» Builder's Referral Incentives and Contributions Addendum
 - «SALES-REP-CHECKBOX» New Construction Addendum (PreSale Only)
 - «SALES-REP-CHECKBOX» Construction in Progress Addendum
 - «SALES-REP-CHECKBOX» Sale of Current Residence Contingency
 - «SALES-REP-CHECKBOX» Special Stipulations Addendum
 - «SALES-REP-CHECKBOX» Disclosure & Acknowledgement Regarding Amenities
 - «SALES-REP-CHECKBOX» Co-Broker Commission Addendum
 - «SALES-REP-CHECKBOX» Radon Addendum
 - «SALES-REP-CHECKBOX» Policy Regarding Changes Addendum

b. Exhibits. The following Exhibits are attached hereto and incorporated herein:

«SALES-REP-CHECKBOX»(1)Exhibit A, Selected Options List

«SALES-REP-CHECKBOX»(3)Exhibit B, «CFF_Exhibit_C»

26. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of such provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

27. NO-WAIVER. Any failure or delay of Purchaser or Seller to enforce any term of this Agreement shall not constitute a waiver of such term, it being explicitly agreed that such a waiver must be specifically stated in a writing delivered to the other party in compliance with Section 28 below. Any such waiver by Purchaser or Seller shall not be deemed to be a waiver of any other breach or of a subsequent breach of the same or any other term.

28. NOTICE. Except when specifically provided otherwise herein, any notices required to be given hereunder must be in writing. Notice shall be deemed delivered upon receipt or refusal if deposited in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid, properly addressed to the party to be served. Notice shall also be deemed given if delivered to the address for service of notice shown below by FedEx, UPS or other nationally recognized overnight carrier service, with no signature or receipt required. Notice shall also be deemed given if delivered to the electronic mail address for service of notice shown below or by facsimile transmission to the facsimile number shown below. Each party warrants that its correct mailing address for service of notice is shown below. Purchaser warrants that its correct telephone number and email address are shown below. A party may change its address for service of notice by giving the other party written notice of the change of address.

29. GOVERNING LAW.

This Agreement is governed by Pennsylvania law.

30. HEADINGS.

The headings in this Agreement are for convenience only and do not affect the meanings or interpretations of the terms and conditions.

31. ELECTRONIC SIGNATURES AND TRANSMISSIONS. This Agreement may be executed by electronic means, including, without limitation by electronic signature and/or facsimile signature. Such signatures shall be deemed to constitute originals for all purposes hereunder. In addition, if either party uses facsimile-transmitted executed documents, or executed documents which have used electronic signatures or which have been electronically scanned and transmitted by email, then the other party may rely upon such documents as if they were executed originals.

32. OFFER. This instrument shall be regarded as an offer by the first party to sign until fully executed by both parties, at which time it shall become binding on both parties.

WHEN SIGNED BY BOTH PARTIES, THIS DOCUMENT WILL BECOME A BINDING CONTRACT IMPOSING LEGALLY ENFORCEABLE OBLIGATIONS UPON YOU. IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT OR IF YOU DO NOT FEEL IT MEETS YOUR NEEDS, YOU SHOULD CONSULT A PENNSYLVANIA REAL ESTATE ATTORNEY BEFORE SIGNING IT.

IN WITNESS WHEREOF, the parties hereto have executed this Home Purchase Agreement on the dates indicated below.

Purchaser: «BUYER-SIGNATURE-LINE-BELOW-BLOCK» «COBUYERS-SIGNATURE-LINES-BELOW-BLOCK»	Seller: «SELLER-NAME-SIGNATURE-LINE-BELOW-BLOCK»
Purchaser’s Current Mailing Address: «BUYER-HOME-ADDRESS-BLOCK» Purchaser’s Home Phone: «BUYER-HOME-PHONE» Mobile Phone: «BUYER-MOBILE-PHONE» Work Phone: «BUYER-WORK-PHONE» Purchaser’s Email: «BUYER-EMAIL»	Seller’s Address: «BUILDER-STREET-ADDRESS» «BUILDER-CITY-ST-ZIP» Seller’s Phone: 267-520-3333 «SALES-REPS-SIGNATURE-LINES-BELOW-BLOCK»

Exhibit “G”

Amended and Restated Declaration of Master Association



Image ID: 000001002776 Type: GEN
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Fee Amt: \$101.50 Page 1 of 45
Instr# 200500026108
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 4231 Pg 60

**AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION
FOR**

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

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

Date: December 2, 2005

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AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION

FOR

THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

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

BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

ARTICLE I

DECLARATION; DEFINED TERMS

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

1.2. Defined Terms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

MEMBERSHIP AND VOTING

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

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

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

2.1.3. every member of the Courtyards Association;

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

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

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

ARTICLE III

GOVERNANCE

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

3.1.1. the provisions of this Declaration,

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

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

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

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

3.2.2. Special Election.

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

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

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

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

ARTICLE IV

POWERS OF THE MASTER ASSOCIATION

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

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

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

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

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

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

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

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

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

4.4. Special Declarant Rights.

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

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

- (a) identify the powers initially being assigned to the Master Association, which shall include those set forth in Section 4.2 hereof, and
- (b) authorize the assignment of certain other powers and duties vested in the Property Owners Association to the Master Association.

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

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

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

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

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

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

ARTICLE V

ASSESSMENT AND COLLECTION OF COMMON INFRASTRUCTURE EXPENSES

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

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

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

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

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

5.2. Apportionment of Common Infrastructure Expenses.

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

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

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

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

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

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

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

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

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

5.3. Lien.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VI

EASEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

LIMITATION OF LIABILITY

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

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

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

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

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

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

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

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

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

ARTICLE VIII

INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

DAMAGE TO OR DESTRUCTION OF PROPERTY

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

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

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

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

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

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

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

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

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

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

ARTICLE X

COMMUNITY AMENITIES; NEIGHBORHOOD IMPROVEMENT DISTRICT

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

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

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

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

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

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

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

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

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

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

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

10.2. Neighborhood Improvement District.

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

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

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

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

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

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

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

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

ARTICLE XI

SUBORDINATION

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

ARTICLE XII

EXPANSION OR CONTRACTION OF THE PGC

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

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

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

ARTICLE XIII

AMENDMENT OF DECLARATION AND BYLAWS

13.1. Amendment of Declaration.

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

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

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

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

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

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

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

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

ARTICLE XIV

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

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

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

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

ARTICLE XV

MISCELLANEOUS

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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




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BK4231 pg 94

DECLARANT:

THE LINKS AT GETTYSBURG, L.L.C.


By: 
Richard A. Klein, President

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

By: 
Richard A. Klein, Managing Member

MASTER ASSOCIATION:

THE LINKS AT GETTYSBURG MASTER
ASSOCIATION

By: 
Name: Richard A. Klein
Title: President

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


By: 
Richard A. Klein, President

EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

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

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

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

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

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

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

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

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

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

EXHIBIT B

LEGAL DESCRIPTION OF THE PRESERVED OPEN SPACE

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

Tract 1:

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

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

Tract 2:

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

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

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

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



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Page 43 of 45

COMMONWEALTH OF PENNSYLVANIA

SS:

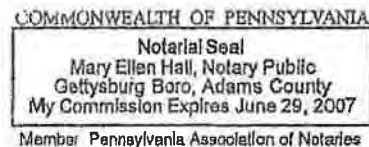
BK 4231 Pg 102

COUNTY OF ADAMS

On this, the 2nd day of December, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said limited liability company.

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

Mary Ellen Hall
Notary Public



COMMONWEALTH OF PENNSYLVANIA

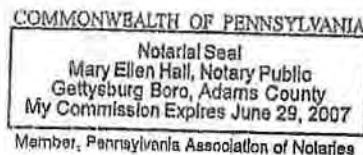
SS:

COUNTY OF ADAMS

On this, the 2nd day of December, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the Managing Member of The Links At Gettysburg Realty Company, L.L.C., a Pennsylvania limited liability company, and that he as such Managing Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained as Managing Member of said limited liability company.

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

Mary Ellen Hall
Notary Public



COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ADAMS

On this, the 2nd day of December, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of The Links At Gettysburg Master Association, a Pennsylvania association, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of the said association.

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

Mary Ellen Hall
Notary Public

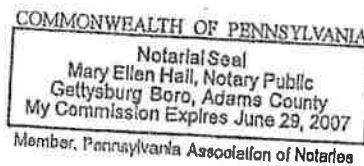


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Page 44 of 45

BK 4231 PG 103

JOINDER

The undersigned, being the record owners of certain real property located within the perimeter of real property described in the DECLARATION OF MASTER ASSOCIATION FOR THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY dated December 2, 2005, to which this Joinder is appended, join in the said document to evidence their consent to the provisions contained therein and to acknowledge that the interest of the undersigned in and to the said real property shall under and subject in all respects to the provisions of the document to which this Joinder is appended. The real property of the undersigned is more particularly described a deed to the undersigned dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

WITNESS:

Richard A. Klein
Richard A. Klein

Richard A. Klein
Richard A. Klein
Bonni L. Klein
Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

On this, the 2nd day of December, 2005, before me, a Notary Public in and for the above-named Commonwealth and County, the undersigned officer, personally appeared Richard A. Klein and Bonni L. Klein, husband and wife, known to me or satisfactorily proven, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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



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Page 45 of 45

BK 4231 PG 104

Mary Ellen Hall
Notary Public

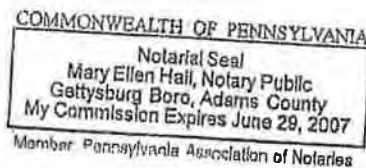




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Fee Amt: \$22.50 Page 1 of 3
Instr# 200700023678
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds

BK 5072 PG 14

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION FOR
THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY**

This Amendment is made as of this 7th day of December, 2007, by 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 by assignment of an unrecorded option agreement (together, the "Declarant").

BACKGROUND:

A. The Declarant executed a Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated July 25, 2003, and recorded on July 25, 2003, in Adams County Record Book 3211, Page 126, as amended and restated in its entirety by an Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated December 2, 2005, and recorded on December 5, 2005, in Adams County Record Book 4231, Page 60 (the "Master Association Declaration"), in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* (the "Act").

B. Pursuant to Article X of the Master Association Declaration, the Declarant is required to construct two (2) tennis courts within The Links At Gettysburg Planned Golf Community ("PGC"), commencing no later than the closing of the conveyance of the eightieth (80th) Unit in The Courtyards At The Links At Gettysburg, A Planned Community (the "Courtyards Community").

C. Pursuant to Article X of the Master Association Declaration, the Declarant is also required to create a one (1) acre Open Space Recreation Area ("OSRA") which will be improved with certain children's recreational equipment, benches, and other recreational equipment or facilities.

D. The Declarant now desires to amend the Master Association Declaration in accordance with the terms and conditions set forth herein.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Master Association Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Declaration and the Act, Declarant hereby amends the Declaration as follows:

1. The sixth (6th) sentence of Subsection 10.1.1 of the Master Declaration is deleted and replaced by the following:

"The Declarant shall begin construction of the Community Amenities no later than the closing of the eightieth (80th) Unit sale in the Courtyards Community, and construction shall be completed no later than ten (10) months later; provided, however, that construction of the two (2) tennis courts described in Section 10.1 hereof shall commence no later than June 6, 2009, and construction thereof shall be completed no later than ten (10) months later."

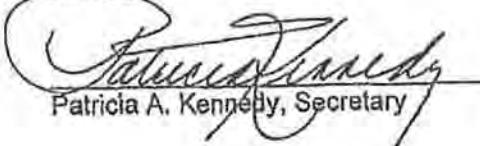
2. Subsection 10.1.1 of the Master Declaration is further amended to add the following provisions:

"Following completion of the OSRA, the Declarant shall have the right, but not the obligation, to convey title to the OSRA, in fee simple, to the Master Association, and the Master Association shall accept such conveyance."

3. Except as modified by this Amendment, all of the terms and provisions of the Master Association Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

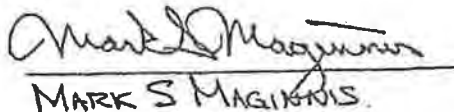
ATTEST:


Patricia A. Kennedy, Secretary

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



Richard A. Klein, President

WITNESS:


MARK S. MAGINNIS

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


Richard A. Klein, Managing Member


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Page 2 of 3
BK 5072 PG 15

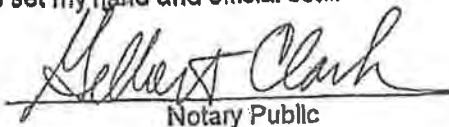
COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ADAMS

On this, the 7th day of December, 2007, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the President of THE LINKS AT GETTYSBURG, L.L.C. and the Managing Member of THE LINKS AT GETTYSBURG REALTY, L.L.C, both being Pennsylvania limited liability companies, and that he as such officer of each limited liability company, being authorized to do so, executed the foregoing instrument as such officer of each such limited liability company for the purposes therein contained.

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


Notary Public

(SEAL)

My Commission Expires:

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Page 3 of 3

BK 5072 PG 16

After recording, please return to:

Richard D. Leigh, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

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Fee Amt: \$22.50 Page 1 of 3
Instr# 201800004906
Adams County, PA
Karen Heflin Register and Recorder
BK **6376** PG **546**

**SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF MASTER ASSOCIATION FOR
THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY**

This Amendment is made as of this 8th day of May, 2018, by **The Links At Gettysburg, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), record owner, and **The Links At Gettysburg Land Company, Inc.**, a Pennsylvania corporation ("**Land**"), equitable owner by assignment of an unrecorded option agreement (**Links** and Realty together, the "**Declarant**").

BACKGROUND:

A. The Declarant executed a Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated July 25, 2003, and recorded in the Office of the Recorder of Deeds in and for Adams County (the "Recorder's Office") on July 25, 2003, in Record Book 3211, Page 126, as amended and restated in its entirety by an Amended and Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated December 2, 2005, and recorded in the Recorder's Office on December 5, 2005, in Record Book 4231, Page 60 and as further amended by that certain First Amendment to Amended And Restated Declaration of Master Association for The Links At Gettysburg Planned Golf Community dated December 7, 2007 and recorded in the Recorder's Office on December 28, 2007 in Record Book 5072, Page 14 (as amended, the "**Master Association Declaration**"), in accordance with the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* (the "**Act**").

B. Pursuant to Recital G and Article XII of the Master Association Declaration, the Declarant, or a successor Declarant, shall have the right, in its discretion, to expand or contract The Links At Gettysburg Planned Golf Community (the "**PGC**") from time to time in accordance with the Subdivision/Land Development Plan and other governmental requirements.

C. Land is equitable record owner of a parcel of real property located 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 (collectively, the "Cumberland Tract").

D. Declarant hereby confirms that Land is an Approved Declarant, and that it now desires to amend the Master Association Declaration to reflect the expansion of the PGC to include the Cumberland Tract.

E. All capitalized terms used herein which are not defined herein shall have the meanings specified in the Master Association Declaration.

NOW, THEREFORE, pursuant to and in compliance with the Master Association Declaration and the Act, Declarant hereby amends the Master Association Declaration as follows:

1. The definition of the PGC Property is hereby amended to include the Cumberland Tract.

2. The description of the PGC Property contained in Exhibit A to the Master Association Declaration is hereby amended to add the following description of the Cumberland Tract:

TOGETHER WITH THOSE CERTAIN tract or parcel of land situate in Cumberland Township, Adams County, Pennsylvania, more particularly described in that certain Deed dated March 10, 2005 from Parvonee Kamali, single, and Thomas B. Kelly, Executor of the Estate of David A. Kelly to RAK-BLK Limited Partnership and recorded in the Office of the Recorder of Deeds in and for Adams County in Record Book 3892, Page 172.


3. Except as modified by this Amendment, all of the terms and provisions of the Master Association Declaration are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

ATTEST:



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


Richard A. Klein, President *Manager*

WITNESS:



THE LINKS AT GETTYSBURG LAND
COMPANY, INC.

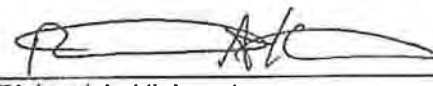

Richard A. Klein, *Pres*

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Page 2 of 3

BK 6376 PG 547

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~ADAMS~~ DAUPHIN

SS:

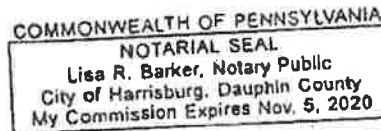
On this, the 8th day of May, 2018, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be the ~~President~~ ^{Manager} of THE LINKS AT GETTYSBURG, L.L.C. and the President of THE LINKS AT GETTYSBURG LAND COMPANY, INC., both being Pennsylvania limited liability companies, and that he as such officer of each limited liability company, being authorized to do so, executed the foregoing instrument as such officer of each such limited liability company for the purposes therein contained.

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

Lisa R. Barker
Notary Public

(SEAL)

My Commission Expires:




**THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF MASTER ASSOCIATION FOR THE LINKS AT GETTYSBURG
PLANNED GOLF COMMUNITY**

This Amendment is made as of this 17 day of December, 2020, by
The Links at Gettysburg Master Association, a Pennsylvania non-profit corporation of Mount
Joy Township, Adams County, Pennsylvania with a registered business address of 601 Mason-
Dixon Road, Gettysburg, PA 17325.

WITNESSETH:

WHEREAS, the Declarant executed a Declaration of Master Association for The Links At
Gettysburg Planned Golf Community, dated July 25, 2003, and recorded in the Office of the
Recorder of Deeds in and for Adams County, Pennsylvania on July 25, 2003, in Record Book
3211 at page 126, as amended and restated in its entirety by an Amended and Restated
Declaration of Master Association for The Links At Gettysburg Planned Golf Community, dated
December 2, 2005, and recorded in the Office of the Recorder of Deeds in and for Adams
County, Pennsylvania in Record Book 4231 at page 60 and as amended by a First Amendment
to Amended and Restated Declaration of Master Association for The Links At Gettysburg
Planned Golf Community dated December 7, 2007 and recorded in the Office of the Recorder of
Deeds in and for Adams County, Pennsylvania on December 28, 2007 in Record Book 5072 at
page 14 and as further amended by a Second Amendment to Amended and Restated
Declaration of Master Association for The Links At Gettysburg Planned Golf Community dated
May 8, 2018 and recorded in the Office of the Recorder of Deeds in and for Adams County,
Pennsylvania on May 9, 2018 in Record Book 6376 at page 546;

WHEREAS, The Links At Gettysburg Master Association desires to amend Article XIV,
Section 14.1 of the Declaration to modify certain provisions pertaining to Notice and Comment
procedures;


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Fee Amt: \$22.50 Page 1 of 5
Instr# 202000016429
Adams County, PA
Karen Heflin Register and Recorder
BK **6713** PG **110**

WHEREAS, The Links At Gettysburg Master Association further desires to delete Article X, Section 10.1.3 of the Declaration to eliminate certain reserved rights of the Declarant relative to use of Community Amenities;

WHEREAS, Article XIII, Section 13.1 of the Declaration authorizes the Association to enact amendments to the Declaration;

WHEREAS, Article XIII, section 13.1.6 of the Declaration provides that provisions in the Declaration creating or reserving Special Declarant Rights unto the Declarant may not be amended without the written consent of the Declarant; and

WHEREAS, the Declarant has given written consent to the deletion of Article X, Section 10.1.3 of the Declaration which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Association enacts the following Amendment:

1. Article XIV, Section 14.1 is hereby amended and shall read in its entirety as follows:

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

2. Article X, Section 10.1.3 is hereby deleted in its entirety. Any references within the Declaration to the former Article X, Section 10.1.3. are hereby nullified and of no effect.

3. Effectiveness of Amendment. Except as amended hereby the Declaration shall remain in effect in accordance with its terms and conditions.

4. Ratification of Amendment. The Association, acting through its Executive Board,



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Page 2 of 5

BK 6713 PG 111

hereby certifies that this Amendment has been approved and ratified by vote of at least sixty-seven percent (67%) of Association members in accordance with Article XIII, Section 13.1 of the Declaration and Section 5219(a)(1)(i) of the Pennsylvania Uniform Planned Community Act (68 Pa.C.S. 5219(a)(1)(i)).

5. Binding Effect. This Amendment and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Association and its respective successors and assigns.

IN WITNESS WHEREOF, the Association has executed this Amendment on the 10th
day of December, 2020

THE LINKS AT GETTYSBURG
MASTER ASSOCIATION

By:


Russell J. Arrighi
President, The Links at
Gettysburg Master Association

Attest:



Heidi Stone
Secretary, The Links at
Gettysburg Master Association



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Page 3 of 5

BK 6713 PG 112

COMMONWEALTH OF PENNSYLVANIA ✓

COUNTY OF ADAMS ✓

On this, the 10th day of December, 2020, before me, the undersigned Notary Public, personally appeared Russell J. Arrighi, who acknowledged himself to be the President of the Links at Gettysburg Master Association, a Pennsylvania non-profit corporation, and he, as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Gwenda Myers
Notary Public

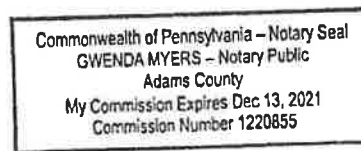


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Page 4 of 5

BK 6713 PG 113

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Page 5 of 5

THE LINKS AT GETTYSBURG
MASTER ASSOCIATION

BK 6713 Pg 114

I, Richard A. Klein, as the Declarant of the Master Association Declaration at the Links at Gettysburg, signed by me on December 2nd, 2005, reserved as a "special declarant right" permission to grant or convey memberships in the Community Amenities to members of the public as set forth in Section 10.1.3 of the Declaration.

I understand that more than 67 % the unit owners of Master Association voted on November 12, 2020 to delete Section 10.1.3 from the Declaration based on the increase of the number of residents at the Links at Gettysburg and the belief that the Community Amenities could no longer accommodate use by members of the public. I understand also that this vote was prospective in nature in that the one family from outside the Links at Gettysburg community with an existing membership in the Community Amenities would be entitled to retain its membership if they desire.

Understanding that it is my right as the Declarant to object to the elimination of any special declarant rights voted on by the membership, I concur in the vote and I pose no objection to the deletion of Section 10.1.3 from the Master Association Declaration., subject to the "grandfather" retention of membership by the one family mentioned above.

Richard A. Klein

Dated 12-7-20

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ADAMS

This record was acknowledged before me on the 7th day of December, 2020, byRichard A Klein (name(s) of individual(s).)

Signature of notarial officer

Commonwealth of Pennsylvania - Notary Seal
GWENDA MYERS - Notary Public
Adams County
My Commission Expires Dec 13, 2021
Commission Number 1220855

My commission expires: 12/13/21

Exhibit “H”

Amended and Restated Bylaws of Master Association

AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

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

Date: December 2, 2005

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EXHIBIT A - FORM OF RESALE CERTIFICATE

AMENDED AND RESTATED BYLAWS
OF
THE LINKS AT GETTYSBURG MASTER ASSOCIATION

BYLAWS

ARTICLE I

Introductory Provisions

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

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

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

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

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

ARTICLE II

The Master Association

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

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

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

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

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

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

A person described in Section 2.1(a) through (e) above shall automatically become a Member of the Master Association at the time he acquires legal title to his Unit, whether improved or unimproved, or to other real property within the PGC, and he shall continue to be a Member so long as he continues to hold title to such Unit or real property. A person shall automatically cease being a Member at such time as he no longer holds legal title to such Unit or real property. A Unit Owner shall not be permitted to resign from membership in the Master Association prior to the time at which he transfers title to his Unit to another. No membership may be transferred in any way except as an appurtenance to the transfer of title to the Unit or other real property to which that membership pertains. Transfer of membership shall be automatic upon transfer of title, but the Master Association may treat the prior Unit Owner as the Member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the Office of the Adams County Recorder

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

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

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

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

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

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

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

2.5. Special Meetings.

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

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

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

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

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

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

(a) Roll call (proof of quorum).

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

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

2.11. Voting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Executive Board

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

Officers

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

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

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

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

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

4.6. Secretary.

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

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

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

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

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

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

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

ARTICLE V

Maintenance

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

ARTICLE VI

Compliance and Default

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

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

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

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

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

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

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

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

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

ARTICLE VII

Amendments

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

ARTICLE VIII

Records

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

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

ARTICLE IX

Miscellaneous

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

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

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

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

Exhibit “I”

Declaration of Access Drive and Entrance Sign Easement

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

Image ID: 000000140908 Type: GEN
Recorded: 07/25/2003 at 12:13:04 PM
Fee Amt: \$44.50 Page 1 of 12
Instr# 200300019308
Adams County, PA
Patsy S. Gochenauer Recorder of Deeds
BK **3211** PG **114**

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

BACKGROUND:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

ATTEST:

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

By: 
Patricia A. Kennedy, Secretary

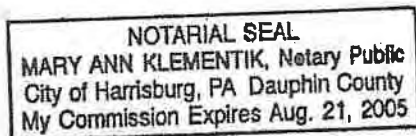
By: 
Richard A. Klein, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

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: SS:
:

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

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




Notary Public

JOINDER

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

WITNESS:

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

MaryAnn Klementik

By: [Signature]
Richard A. Klein, Managing Member

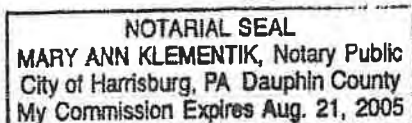
COMMONWEALTH OF PENNSYLVANIA

:
:
SS:
:

COUNTY OF ADAMS

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

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



MaryAnn Klementik
Notary Public

Exhibit “J”

Declaration of Propane Facilities Easement

DECLARATION OF PROPANE FACILITIES EASEMENT

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

BACKGROUND:

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

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

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

D. The Declarant desires to create an easement to allow the installation, operation and maintenance of the Propane Facilities within The Courtyards and other portions of the PGC Property.

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

1. Easement for Installation of the Propane Facilities.

(a) Reservation of Easements. The Declarant hereby declares, and reserves unto the Declarant, a perpetual easement for the purposes of installing, operating, maintaining and replacing Propane Facilities, together with an easement for access to the Propane Facilities, over and upon the PGC Property.

(b) Storage Tank Areas. The locations of the first three (3) easement areas for the installation of underground propane storage tanks and related facilities ("Storage Tank Areas") are described by metes and bounds on Exhibit B attached hereto.

(c) Additional Storage Tank Areas. Additional Storage Tank Areas may be subsequently designated by Declarant within the PGC Property, provided any such additional Storage Tank Areas:

(i) may not be located within any Unit, as such term is defined in the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq., or the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 et seq., as appropriate, without the prior written consent of such Unit owner, which consent may be withheld in the Unit owner's sole and absolute discretion;

DELETED.
SEE § 3
OF SECOND
AMENDMENT

(ii) may not be located within the Golf Course, without the prior written consent of the Golf Course Owner, as such terms are defined in the Declaration of Covenants and Restrictions for The Courtyards at The Links at Gettysburg, A Planned Community ("Courtyards Declaration"), which Courtyards Declaration is intended to be recorded promptly following the recordation of this Declaration), which consent may be withheld in the Golf Course Owner's sole and absolute discretion; and

(iii) shall be established by recording an amendment to this Declaration which, *inter alia*, contains a metes and bounds description of the additional Storage Tank Areas.

DELETED .
SEC 5.1 of
FIRST AMENDMENT
—

(d) Transmission Lines and Other Facilities. The easement areas for the transmission lines and all other components of the Propane Facilities shall be determined by the Declarant, in its sole discretion, and may be located within any part of the PGC Property, provided only that no such easement area shall be created under any dwelling unit constructed upon the PGC Property.

2. Temporary Easement for Construction. The Declarant further declares, and reserves unto the Declarant, a temporary construction easement over and upon the PGC Property for the purpose of prosecuting the initial construction and subsequent maintenance, repair, replacement and relocation of the Propane Facilities. The Declarant shall promptly restore any area affected by the exercise of its rights pursuant to this Section 2 to its condition prior to the exercise of such rights to the extent the same is reasonably practicable.

3. Assignability.

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

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

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

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

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

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

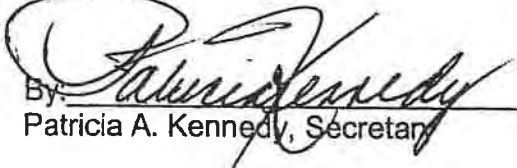
6. Additional Easement Rights. The Declarant reserves the right to use all easement areas created in accordance with the terms of this Declaration for the installation, operation, maintenance and replacement of electric, cable, water and sewer and other lines and facilities, provided such rights are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

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

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

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

ATTEST:

By: 
Patricia A. Kennedy, Secretary

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

By: 
Richard A. Klein, President

WITNESS:

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

By: 
Richard A. Klein, Managing Member



Image ID: 000000141042 Type: GEN
Page 6 of 12

BK 3211 PG 248

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ADAMS

SS:

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

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



Mary Ann Klementik
Notary Public



Image ID: 000000141043 Type: GEN
Page 7 of 12

BK 3211 PG 249

COMMONWEALTH OF PENNSYLVANIA

SS:

COUNTY OF ADAMS

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

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



Mary Ann Klementik
Notary Public



EXHIBIT A

LEGAL DESCRIPTION OF THE PGC PROPERTY

ALL THAT CERTAIN tract or parcel of land situate in Mount Joy Township, Adams County, Pennsylvania, depicted on the Overall Site Plan of The Courtyards At The Links At Gettysburg, A Planned Community, and being identified as the "PGC Property" in the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community dated July 25, 2003 (the "Declaration") and recorded as an exhibit to the said Declaration, being more particularly bounded and described as follows, to wit:

BEGINNING at a point on line of lands now or formerly of Stanley R. Flaggs (1757-007), said point being the northernmost corner of the herein described parcel; thence continuing along lands now or formerly of Gene T. Walker (360-371) the following twelve (12) courses and distances: (1) South 53 degrees 30 minutes 47 seconds East a distance of 555.75 feet; (2) South 82 degrees 03 minutes 21 seconds East a distance of 204.99 feet; (3) North 68 degrees 05 minutes 36 seconds East a distance of 276.43 feet; (4) North 83 degrees 35 minutes 00 seconds East a distance of 67.01 feet; (5) South 69 degrees 46 minute 52 seconds East a distance of 174.38 feet; (6) North 89 degrees 18 minutes 55 seconds East a distance of 197.69 feet; (7) South 66 degrees 41 minutes 36 seconds East a distance of 129.55 feet; (8) South 62 degrees 31 minutes 11 seconds East a distance of 200.21 feet; (9) South 69 degrees 26 minutes 39 seconds East a distance of 282.90 feet; (10) South 69 degrees 02 minutes 49 seconds East a distance of 184.92 feet; (11) South 06 degrees 41 minutes 51 seconds West a distance of 697.59 feet; and (12) North 85 degrees 05 minutes 07 seconds East a distance of 718.01 feet to a point at corner of lands now or formerly of Frederick C. Fryer and Kay E. Fryer (1079-204 and 490-607); thence continuing along same South 04 degrees 33 minutes 30 seconds East a distance of 1,376.59 feet to a point at corner of lands now or formerly of James W. Waybright and Shirley Ann Waybright (1423-346); thence continuing along same the following three (3) courses and distances: (1) South 82 degrees 01 minute 22 seconds West a distance of 285.45 feet; (2) North 66 degrees 09 minutes 09 seconds West a distance of 660.00 feet; and (3) South 05 degrees 07 minutes 04 seconds West a distance of 997.29 feet to a point in the bed of Mason Dixon Road (SR 3002); thence continuing within the bed of Mason Dixon Road aforementioned North 79 degrees 12 minutes 13 seconds West a distance of 18.97 feet to a point; thence North 77 degrees 02 minutes 31 seconds West a distance of 18.26 feet; thence continuing within the bed of Mason Dixon Road and along lands now or formerly of Philip C. Hill and Melody R. Hill (1950-314) the following four (4) courses and distances: (1) South 15 degrees 05 minutes 18 seconds West a distance of 723.05 feet; (2) South 21 degrees 22 minutes 40 seconds West a distance of 103.03 feet; (3) North 73 degrees 45 minutes 04 seconds West a distance of 291.63 feet; and (4) South 34 degrees 00 minutes 00 seconds West a distance of 694.60 feet to a point on line of lands now or formerly of David P. Waybright (1195-315); thence continuing along same the following five (5) courses and distances: (1) North 87 degrees 11 minutes 09 seconds West a distance of 259.91 feet; (2) North 80 degrees 41 minutes 09 seconds West a distance of 336.18 feet; (3) North 72 degrees 41 minutes 09 seconds West a distance of 1,361.55 feet; (4) North 32 degrees 57 minutes 45 seconds West a distance of 293.00 feet; and (5) North 38 degrees 32 minutes

51 seconds West a distance 583.43 feet to a point at corner of lands now or formerly of Beatrice F. Waybright (1195-315); thence continuing along same the following three (3) courses and distances: (1) North 17 degrees 40 minutes 17 seconds West a distance of 825.00 feet; (2) North 04 degrees 01 minute 31 seconds East a distance of 862.95 feet; and (3) continuing along same and crossing Mason Dixon Road aforementioned North 24 degrees 31 minutes 31 seconds East a distance of 396.00 feet to a point at corner of lands now or formerly of Richard Eager and Lisa Eager (493-284); thence continuing along same North 42 degrees 01 minute 31 seconds East a distance of 1,402.67 feet to a point at corner of lands now or formerly of Stanley R. Flagggs aforementioned; thence continuing along same North 53 degrees 23 minutes 26 seconds East a distance of 740.90 feet to the point and place of BEGINNING.

BEING, as to part, the same property which Klein Family Limited Partnership, by deed dated July 21, 1997 and recorded in Adams County Record Book 1410, Page 0021, granted and conveyed unto The Links At Gettysburg, L.L.C., a Pennsylvania limited liability company.

BEING, as to the remaining part, the same property which Eileen M. Hill, widow, by deed dated March 21, 1997 and recorded in Adams County Record Book 1410, Page 0003, granted and conveyed unto The Links AT Gettysburg, L.L.C., a Pennsylvania limited liability company.

AND The Links At Gettysburg, L.L.C. entered into an unrecorded Option Agreement dated June 29, 2001 with Richard A. Klein, who assigned all of his right, title and interest in and to the Option Agreement to The Links At Gettysburg Realty Company, L.L.C. by assignment dated September 19, 2002.

The PGC Property includes a certain tract of land conveyed by The Links At Gettysburg, L.L.C. to Richard A. Klein and Bonni L. Klein, husband and wife, by deed dated November 22, 2000 and recorded in Adams County Record Book 2167, Page 340.

EXHIBIT B

LEGAL DESCRIPTION OF THE STORAGE TANK AREAS

ALL THOSE CERTAIN three tracts of land located within Battery Ridge of The Courtyards At The Links At Gettysburg, A Planned Community, A Planned Community dated July 25, 2003 and recorded in Adams County Record Book _____, Page _____, being depicted on the Plats and Plans attached thereto and being more particularly bounded and described as follows to wit:

Easement Area 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 easternmost corner of Battery Ridge and the northeastern corner of the herein described easement parcel; thence leaving Mason Dixon Road South 11 degrees 11 minutes 59 seconds West a distance of 66.65 feet to a point on the eastern boundary line of Battery Ridge; thence North 72 degrees 09 minutes 01 second West a distance of 71.58 feet to a point; thence North 17 degrees 50 minutes 59 seconds East a distance of 60.08 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 left having a radius of 1,557.96 feet, an arc distance of 64.15 to a point, said point being the point and place of BEGINNING.

CONTAINING 4,273.4 square feet.

Easement Area 2:

BEGINNING at a point on the southern right of way line of Mason Dixon Road (S.R. 3002) (50 feet wide) said point being 125.00 feet more or less east of the centerline of Battery Ridge Drive at its intersection with the southern right of way line of Mason Dixon Road; thence continuing along the southern right of way line of Mason Dixon Road by a curve to the left having a radius of 1,557.96 feet, an arc distance of 86.56 feet to a point; thence leaving Mason Dixon Road South 29 degrees 07 minutes 43 seconds West a distance of 46.53 feet; thence North 72 degrees 10 minutes 32 seconds West a distance of 88.24 feet to a point; thence North 29 degrees 07 minutes 43 seconds East a distance of 65.40 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

CONTAINING 4,814.7 square feet.

Easement Area 3:

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 Battery Ridge; thence continuing along the southern right of way line of Mason Dixon Road South 54 degrees 43 minutes 10

seconds East a distance of 98.26 feet to a point; thence leaving Mason Dixon Road South 35 degrees 16 minutes 50 seconds West a distance of 55.18 feet to a point at corner of Lot 1 as shown on the Plan of Battery Ridge; thence North 54 degrees 43 minutes 10 seconds West a distance of 74.93 feet to a point on the western boundary of Battery Ridge aforementioned; thence continuing along same North 12 degrees 21 minutes 36 seconds East a distance of 59.91 feet to a point on the southern right of way line of Mason Dixon Road aforementioned, said point being the point and place of BEGINNING.

CONTAINING 4,778.4 square feet.

**FIRST AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT**

06 JAN 23 PM 4:10

This First Amendment to Declaration of Propane Facilities Easement ("Amendment") is made this 29th day of December, 2005, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**") (together, the "**Declarant**").

BACKGROUND:

A. The Declarant is developing certain real estate located in Mount Joy and Cumberland Townships, Adams County, Pennsylvania, as a planned golf community containing, among other things, a golf course and several residential communities, which may be formed as planned communities or condominiums. The planned golf community, as constituted from time to time, is referred to herein as the "**PGC**".

B. The first residential community in the PGC, known as "**The Courtyards**", was created by the recording of a Declaration of Covenants and Restriction for The Courtyards At The Links At Gettysburg, A Planned Community, dated July 25, 2003, at Adams County Record Book 3211, Page 167, as amended by a First Amendment dated July 25, 2003 and recorded at Adams County Record Book 3211, Page 263, a Second Amendment dated December 13, 2004 and recorded at Adams County Record Book 3802, Page 104, and a Third Amendment dated September 14, 2005 and recorded at Adams County Record Book 4143, Page 24.

C. The second residential community in the PGC, known as "**Garrison Falls**", was created by the recording of a Declaration of Covenants and Restriction for Garrison Falls At The Links At Gettysburg, A Planned Community, dated December 2, 2005, at Adams County Record Book 4231, Page 105.

D. The Declarant has entered into or may enter into one or more agreements to permit one or more propane gas service suppliers to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "**Propane Facilities**") to provide propane gas service to buildings constructed in the PGC.

E. The Declarant created an easement to allow the installation, operation and maintenance of the Propane Facilities in the PGC, and reserved unto itself certain rights relating to the Propane Facilities, by recording a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 ("**Declaration of Easement**").

F. The Declarant desires to amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Incorporation. The background paragraphs are incorporated into this Amendment as a material part hereof.
2. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof, except as otherwise provided herein.
3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, are added as declarants of the Declaration of Easement.
4. PGC. The term "PGC Property" is replaced by the term "PGC" (as defined in background paragraph A of this Amendment) each time that it appears in Sections 1, 2, 4 and 7 of the Declaration of Easement.
5. Additional Storage Tank Areas.

5.1 Section 1(c)(iii) of the Declaration of Easement is deleted in its entirety and replaced with the following:

(iii) shall be established by recording in the Office of the Recorder of Deeds of Adams County, Pennsylvania: (A) either (1) a declaration plat in accordance with Section 3210 of the Pennsylvania Uniform Condominium Act or Section 5210 of the Pennsylvania Uniform Planned Community Act, as applicable, or (2) a subdivision/land development plan in accordance with the Township subdivision/land development ordinance, which plat or plan shall depict such additional Storage Tank Areas and describe the same by metes and bounds; and (B) an amendment to this Declaration which incorporates such plat or plan by reference to the book and page at which such plat or plan is recorded in the aforesaid Office of the Recorder of Deeds.

5.2 The Storage Tank Areas depicted and described on the following plats are hereby established, and the plats are incorporated into this Amendment by reference:

(a) First Amended Declaration Plat dated July 14, 2003 and recorded as an exhibit to the First Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 3211, Page 263;

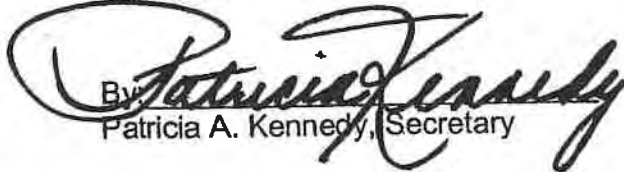
(b) Second Amended Declaration Plat dated November 3, 2004, and recorded as an exhibit to the Second Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 3802, Page 104; and

(c) Third Amended Declaration Plat dated September 19, 2005, and recorded as an exhibit to the Third Amendment to Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community, at Adams County Record Book 4143, Page 24.

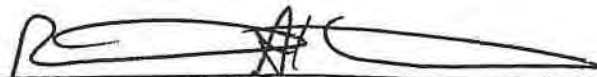
6. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of this 29th day of December, 2005.

ATTEST:

By: 
Patricia A. Kennedy, Secretary

THE LINKS AT GETTYSBURG, L.L.C.:

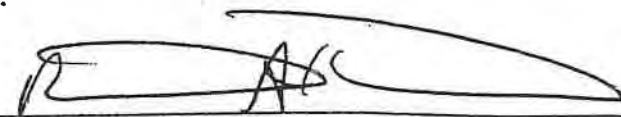
By: 
Richard A. Klein, President

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:

By: 
Richard A. Klein, Managing Member

JOINDER

Richard A. Klein and Bonni L. Klein join in this Amendment for the purpose of consenting to Section 3 of this Amendment.


Richard A. Klein


Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA

SS:

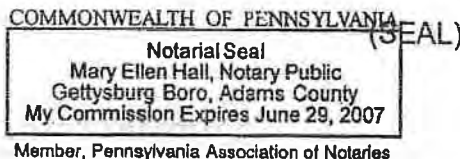
COUNTY OF ADAMS

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Ellen Hall
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :

SS:

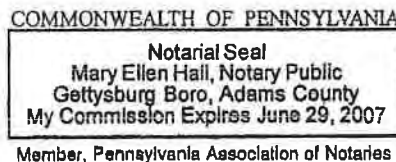
COUNTY OF ADAMS

On this, the 29th day of December, 2005, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary Ellen Hall
Notary Public

My Commission Expires:



12/19/06

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 Fee Amt: \$28.50 Page 1 of 3

Instr# 200700001169
 Adams County, PA
 Patsy S. Gochenauer Recorder of Deeds
 BK 4714 PG 222

SECOND AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Second Amendment to Declaration of Propane Facilities Easement ("Amendment") is made this 19th day of December, 2006, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Realty") (together, the "Declarant").

BACKGROUND:

A. The Declarant is developing certain real estate located in Mount Joy and Cumberland Townships, Adams County, Pennsylvania, as a planned golf community containing, among other things, a golf course and several residential communities, which may be formed as planned communities or condominiums. The planned golf community, as constituted from time to time, is referred to herein as the "PGC".

B. The Declarant has entered into or may enter into one or more agreements to permit one or more propane gas service suppliers to install, operate and maintain underground propane gas storage tanks, transmission lines, pumps, regulating equipment and metering equipment (collectively, "Propane Facilities") to provide propane gas service to buildings constructed in the PGC.

C. The Declarant created an easement to allow the installation, operation and maintenance of the Propane Facilities in the PGC, and reserved unto itself certain rights relating to the Propane Facilities, by recording a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243; as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005, and recorded at Adams County Record Book 4292, Page 133 (collectively, the "Declaration of Easement").

D. The Declarant desires to amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

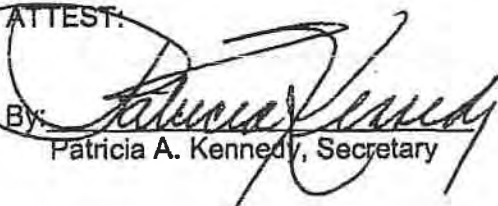
1. Incorporation. The background paragraphs are incorporated into this Amendment as a material part hereof.
2. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.
3. Additional Storage Tank Areas. Subsection 1(c)(i) of the Declaration of Easement is hereby deleted in its entirety.

4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of this 19th day of December, 2006.

ATTEST:

By:


Patricia A. Kennedy, Secretary

THE LINKS AT GETTYSBURG, L.L.C.:

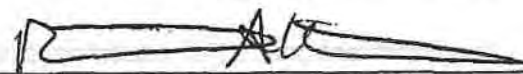
By:


Richard A. Klein, President

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:

By:


Richard A. Klein, Managing Member


Richard A. Klein, individually


Bonni L. Klein



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Page 2 of 3

BK4714 PG223

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

SS:

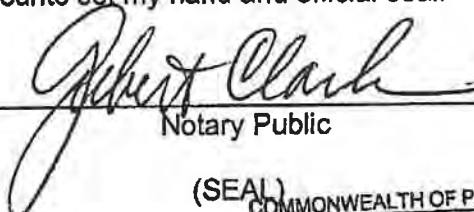


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Page 3 of 3

BK 4714 Pg 224

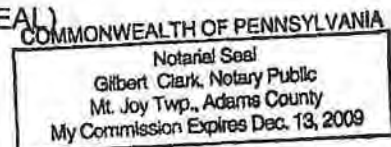
On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: 12-13-09

(SEAL)



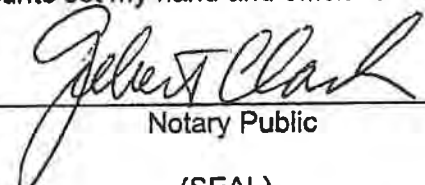
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ADAMS

SS:

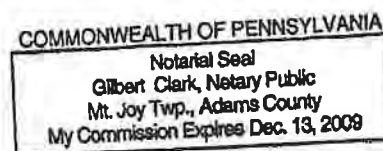
On this, the 19th day of December, 2006, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My Commission Expires: 12-13-09

(SEAL)



RECORDERS NOTE
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN MISC.
DRAWER IN THE RECORDER
OF DEEDS OFFICE.

LINDA K MYERS
RECORDER OF DEEDS

**THIRD AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT**

This Third Amendment to Declaration of Propane Facilities Easement ("Amendment") is made as of this 3rd day of December, 2012, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("Links"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("Realty") (together, the "Declarant").

BACKGROUND:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 (the "Initial Declaration"); as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "First Amendment"), and recorded at Adams County Record Book 4292, Page 133; and as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222 (collectively, the "Declaration of Easement").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.


2. Additional Storage Tank Areas.

2.1 Section 1(c)(iii) of the Initial Declaration, as amended by Section 5.1 of the First Amendment, is further amended to add the following language to the end of such section:

"; or (C) by an amendment to this Declaration of Easement which includes: (1) a metes and bounds description, (2) a survey, plan or other drawing, or (3) any other type of description which reasonably identifies the location of such additional Storage Tank Areas."

2.2 The Storage Tank Areas depicted and described on the plan attached hereto as Exhibit "A" are hereby established and are incorporated into this Amendment by reference.

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Image ID: 000003225063 Type: GEN
Recorded: 12/03/2012 at 04:10:37 PM
Fee Amt: \$44.00 Page 1 of 5
Instr# 201200015995
Adams County, PA
Linda K Myers Register and Recorder
BK 5773 PG 287

3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, have executed this Amendment as a Joinder party pursuant to Section 3 of the First Amendment.

4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

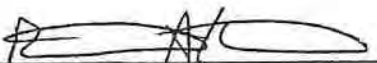
By: 
Cathy Batista, Secretary

By: 
Richard A. Klein, President

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:

By: 
Richard A. Klein, Managing Member

JOINDER


Richard A. Klein


Bonni L. Klein

Image ID: 000003225064 Type: GEN
Page 2 of 5
BK 5773 PG 288

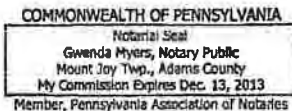
COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF ADAMS

On this, the 3rd day of December, 2012, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Gwenda Myers
Notary Public

(SEAL)

My Commission Expires: 12-13-13

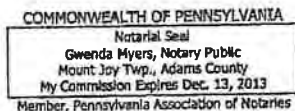
COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF ADAMS

On this, the 3rd day of December, 2012, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Gwenda Myers
Notary Public

(SEAL)

My Commission Expires: 12-13-13



BK 5773 PG 289

{A3124748:1}

3

Exhibit "A"

[Attach a copy of the plan referenced in Section 2.2 of this Amendment.]



Image ID: 000003225065 Type: GEN
Page 4 of 5

BK 5773 Pg 290

(A3124748:1)

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid 0
Book Number 5773
Page Number 287
Date Recorded 12-3-12

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name: The Links AT Gettysburg, LLC Telephone Number: (717) 357-0587
Mailing Address: 601 Mason Dixon RD City: Gettysburg State: PA ZIP Code: 17325

B. TRANSFER DATA

Grantor(s)/Lessor(s): The Links AT Gettysburg LLC Grantee(s)/Lessee(s): The Links AT Gettysburg Realty
Mailing Address: Same as Above Mailing Address: Same as Above
City: _____ State: _____ ZIP Code: _____ City: _____ State: _____ ZIP Code: _____

C. Date of Acceptance of Document 12-3-12**D. REAL ESTATE LOCATION**

Street Address: _____ City, Township, Borough: MT Joy
County: _____ School District: Gettysburgs Tax Parcel Number: _____

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration	2. Other Consideration +	3. Total Consideration =
4. County Assessed Value	5. Common Level Ratio Factor X	6. Fair Market Value =

F. EXEMPTION DATA

1a. Amount of Exemption Claimed: 100% 1b. Percentage of Grantor's Interest in Real Estate: 0 1c. Percentage of Grantor's Interest Conveyed: 0

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or intestate succession. (Name of Decedent) _____ (Estate File Number) _____
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Please explain exemption claimed.) Just Temporary Property Exemption

Image ID: 000003225067 Type: GEN
Page 5 of 5

BK 5773 PG 291

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature] Date: _____

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



RECORDERS NOTE
DRAFT ATTACHED TO THIS
ORIGINAL IS NOT RECORDED,
BUT IS ON FILE IN MISC.
DRAWER IN THE RECORDER
OF DEEDS OFFICE.

LINDA K MYERS
RECORDER OF DEEDS

FOURTH AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Fourth Amendment to Declaration of Propane Facilities Easement ("Amendment") is made as of this 29th day of May, 2013, by THE LINKS AT GETTYSBURG, L.L.C., a Pennsylvania limited liability company ("Links"), and THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C., a Pennsylvania limited liability company ("Realty") (together, the "Declarant").

BACKGROUND:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243 (the "Initial Declaration"); as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "First Amendment"), and recorded at Adams County Record Book 4292, Page 133; as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222; and as further amended by a Third Amendment to Declaration of Propane Facilities Easement dated December 3, 2012 and recorded at Adams County Record Book 5773, Page 287 (collectively, the "Declaration of Easement").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the Declarant hereby declares as follows:

1. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.

2. Additional Propane Gas Easement and Storage Tank Areas. The Propane Gas Easement Areas and Storage Tank Areas depicted and described on the plan attached hereto as Exhibit "A" are hereby established and are incorporated into this Amendment by reference.

3. Declarant. Richard A. Klein and Bonni L. Klein, husband and wife, have executed this Amendment as a Joinder party pursuant to Section 3 of the First Amendment.

4. Ratification. All terms and conditions of the Declaration of Easements not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.

{A3384803:1}


Imaged ID: 000003308202 Type: GEN
Recorded: 05/30/2013 at 09:03:58 AM
Fee Amt: \$44.00 Page 1 of 4
Instr# 201300007613
Adams County, PA
Linda K Myers Register and Recorder
BK 5835 PG 583

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the day and year first above written.

ATTEST:

THE LINKS AT GETTYSBURG, L.L.C.:

By: 
Cathy Batista, Secretary

By: 
Richard A. Klein, President

THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:

By: 
Richard A. Klein, Managing Member

JOINDER


Richard A. Klein



Bonni L. Klein


Image ID: 000003308203 Type: GEN
Page 2 of 4
BK 5835 PG 584

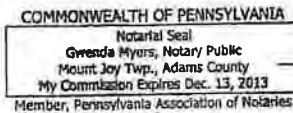
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Adams

SS:

On this, the 29th day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be President of THE LINKS AT GETTYSBURG, L.L.C. ("Links"), a Pennsylvania limited liability company, and the Managing Member of THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C. ("Realty"), a Pennsylvania limited liability company, and that he as such President of Links and Managing Member of Realty, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links and Managing Member of Realty.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Gwenda Myers
Notary Public

(SEAL)

My Commission Expires: 12-13-13

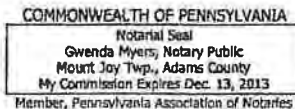
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Adams

SS:

On this, the 29th day of May, 2013, before me, a Notary Public, the undersigned officer, personally appeared RICHARD A. KLEIN and BONNI L. KLEIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Gwenda Myers
Notary Public

(SEAL)

My Commission Expires: 12-13-13



Image ID: 000003308204 Type: GEN
Page 3 of 4

BK 5835 PG 585

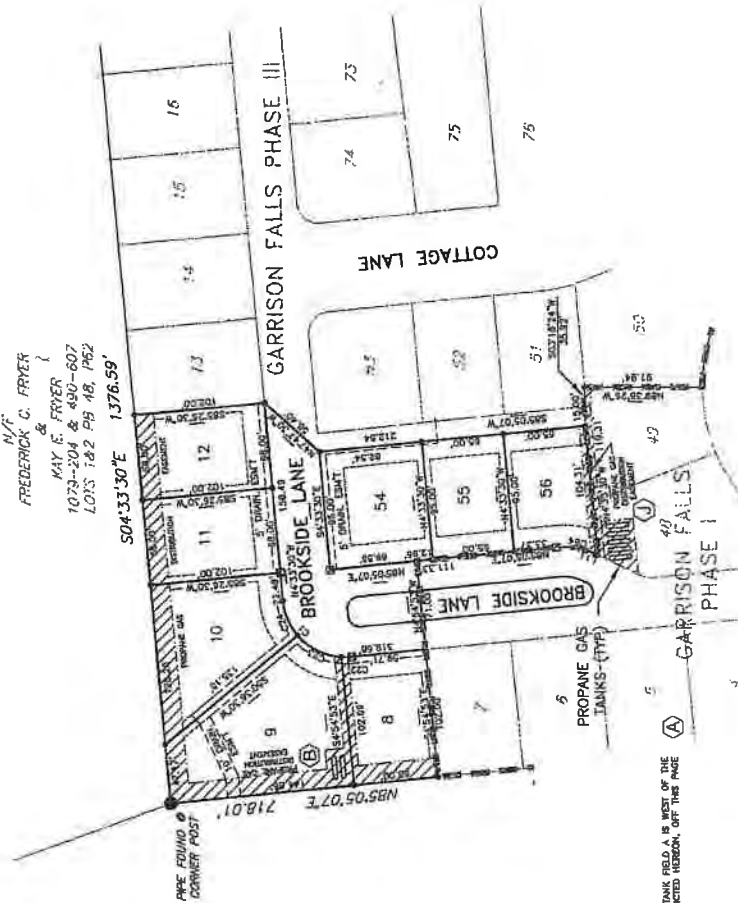
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3

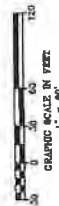
© copyright 2012



N/E
FREDERICK C. FRYER
&
MAY E. FRYER
1073-204 & 480-807
LOTS 182 PB 46, PG2
S04°33'30"E 1376.59'



NOTES: TANK FIELD A IS MOST OF THE
LOTS BOUNDED HEREON, OFF THIS PAGE



LOT LINE TABLE		
LINE	BEARING	LENGTH
1	S 85°23'30" E	11.85


LOT CURVE TABLE		
CURVE LENGTH	RADIUS	CHORD
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00
6	100.00	100.00
7	100.00	100.00
8	100.00	100.00
9	100.00	100.00
10	100.00	100.00
11	100.00	100.00
12	100.00	100.00
13	100.00	100.00
14	100.00	100.00
15	100.00	100.00
16	100.00	100.00

UNDERGROUND LP TANK SERVICE	
TANK AREA	LOTS SERVED
A	8
B	9 thru 13
C	54 thru 56

GENERAL NOTES

- 1) The purpose of this plan is to depict the propane gas elements that serve the indicated lots in Garrison Falls.
- 2) The lot lines are the unit this time, as defined in the Declaration of Condominium and recorded for Garrison Falls at the Unit at Garrison Falls, A Planned Community.
- 3) See the Garrison Falls Phase I Final Plat recorded among the land records of Adams County in Book 91, Page 93 for additional information.

PHASE II

<div>Sharrah Design Group, Inc. 20 Christening St. Gettysburg, PA 17325 Phone: (717) 334-5400 Fax: (717) 334-0882</div> <div>Land Surveying & Design</div>	REVISIONS		PLAN PREPARATION		PROPANE EASEMENT PLAN	SCALE	
	NO.	DATE	DESCRIPTION	DRAWN BY: DEF	DATE: 23 OCTOBER 2012	GARRISON FALLS <small>AT</small> THE LINKS AT GETTYSBURG <small>A PLANNED GOLF COMMUNITY</small> <small>MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA</small>	1"=60'
					FILE: 9924		
				CHECKED BY: RAS	DWG. NO.: E-889		
				AUTOCAD FILENAME: GAS-ESMT OF II 9924			
						SHEET N 2 OF	

NOTE: TANK FIELDS B AND J ARE NORTH OF THE
TANK FIELDS SHOWN ON THIS PAGE



PROPOSED GAS
EASEMENT AREA

N/E
FREDERICK C. FRYER
&
KAY E. FRYER
1078-204 & 480-807
LOTS 142 PD 40, PD2

DATE	BY	REVISION
10/23/2012	HRB	DATE: 23 OCTOBER 2012
	HRB	DESIGNED BY: RAS
	HRB	CHECKED BY: RAS

SURVEY LOCATION	DATE	BY	REVISION
1	10/23/2012	HRB	DATE: 23 OCTOBER 2012
2	10/23/2012	HRB	DESIGNED BY: RAS
3	10/23/2012	HRB	CHECKED BY: RAS
4	10/23/2012	HRB	FILE: 9924
5	10/23/2012	HRB	DWG. NO.: E-888
6	10/23/2012	HRB	AUTOCAD FILENAME: GAS ESMT OF II 9924

TANK AREA	LOTS SERVED
B	13
C	14, 15, 16, 17
D	18, 19, 20
E	21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
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J	501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600
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L	701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800

GENERAL NOTES

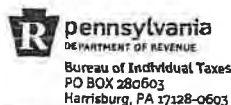
- The purpose of this Plan is to depict the proposed gas easements that serve the individual lots in Garrison Falls.
- The lot lines are the lot 216 lines, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community.
- See Garrison Falls Phase 46 Final Plat recorded among the land records of Adams County in Plat Book 52, Page 87 for additional information.

PHASE III



Sharrah Design Group, Inc. Land Surveying & Design 307 Chambersburg Street Gettysburg, PA 17325 Phone: (717) 334-5600 Fax: (717) 334-9022 © copyright 2012	REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION													PLAN PREPARATION <table border="1"> <tr> <td>DRAWN BY: HRB</td> <td>DATE: 23 OCTOBER 2012</td> </tr> <tr> <td>DESIGNED BY: RAS</td> <td>FILE: 9924</td> </tr> <tr> <td>CHECKED BY: RAS</td> <td>DWG. NO.: E-888</td> </tr> <tr> <td>AUTOCAD FILENAME: GAS ESMT OF II 9924</td> <td> </td> </tr> </table>	DRAWN BY: HRB	DATE: 23 OCTOBER 2012	DESIGNED BY: RAS	FILE: 9924	CHECKED BY: RAS	DWG. NO.: E-888	AUTOCAD FILENAME: GAS ESMT OF II 9924		PROpane EASEMENT PLAN GARRISON FALLS AT THE LINKS AT GETTYSBURG A PLANNED GOLF COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA	SCALE 1" = 60' SHEET N 3 OF 3
	NO.	DATE	DESCRIPTION																								
DRAWN BY: HRB	DATE: 23 OCTOBER 2012																										
DESIGNED BY: RAS	FILE: 9924																										
CHECKED BY: RAS	DWG. NO.: E-888																										
AUTOCAD FILENAME: GAS ESMT OF II 9924																											

REV-183 EX (04-10)



REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid 0
Book Number 5835
Page Number 583
Date Recorded 5/30/13

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT - All inquiries may be directed to the following person:

Name The Links AT Gettysburg LLC Telephone Number: (717) 359-8000 ext 28
Mailing Address 601 - Mason Dixon Rd. City Gettysburg State PA ZIP Code 17325

B. TRANSFER DATA

Grantor(s)/Lessor(s) The Links Gettysburg LLC
Mailing Address 601 - Mason Dixon Rd.

City Gettysburg State PA ZIP Code 17325

C. Date of Acceptance of Document

Grantee(s)/Lessee(s) The Links AT Gettysburg Realty
Mailing Address 601 - Mason Dixon Rd.

City Gettysburg State PA ZIP Code 17325

D. REAL ESTATE LOCATION

Street Address _____ City, Township, Borough MT JOH

County _____ School District Gettysburg Tax Parcel Number _____

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration <u>0</u>	2. Other Consideration <u>+</u>	3. Total Consideration <u>=</u>
4. County Assessed Value	5. Common Level Ratio Factor <u>X</u>	6. Fair Market Value <u>=</u>

F. EXEMPTION DATA

1a. Amount of Exemption Claimed 100% 1b. Percentage of Grantor's Interest in Real Estate 0 1c. Percentage of Grantor's Interest Conveyed 0

Check Appropriate Box Below for Exemption Claimed.

- ☐ Will or Intestate succession. _____ (Name of Decedent) _____ (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- ☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☐ Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party

Date

[Signature] manager/president 5-30-13

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



Image ID: 000003308205 Type: GEN

 Page 4 of 4
BK 5835 PG 586

FIFTH AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Fifth Amendment to Declaration of Propane Facilities Easement ("**Amendment**") is made as of this 7TH day of June, 2021, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**") (together, the "**Declarant**").

BACKGROUND:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243; as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "**First Amendment**"), and recorded at Adams County Record Book 4292, Page 133; as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222; as further amended by a Third Amendment to Declaration of Propane Facilities Easement dated December 3, 2012 and recorded at Adams County Record Book 5773, Page 287; and as further amended by a Fourth Amendment to Declaration of Propane Facilities Easement dated May 29, 2013 and recorded at Adams County Record Book 5835, Page 583 (collectively, the "**Declaration of Easement**").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth, and although not legally necessary based on the terms of the Declaration of Easement, certain joinder and consenting parties are joining in this Amendment for the purposes set forth herein.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the parties hereto agree as follows:

1. **Effectiveness.** The provisions of this Amendment shall become effective upon the execution and recording hereof.

2. Additional Propane Gas Easement and Storage Tank Areas.

(a) Cumberland Crossing At The Links At Gettysburg, A Planned Community. Easements for (i) the Propane Gas Easement Areas depicted, described and labeled "Proposed Gas Line Easement Area" on the plan attached hereto as **Exhibit A**, and (ii) the Storage Tank Areas depicted, described and labeled "Proposed Gas Tank Area" on the plan attached hereto as **Exhibit A**, are hereby established by Declarant and RAK-BLK Limited Partnership, L.P., a Pennsylvania limited partnership ("**RAK-BLK**"), the fee owner of the said easement areas.

The Links at Gettysburg Land Company, Inc., a Pennsylvania corporation ("**Land Company**"), as equitable owner of certain portions of the areas affected by the easements, hereby consents to the establishment of the said easements.

The easements described in this Section 2(a) relate to Cumberland Crossing At The Links At Gettysburg, A Planned Community located in Cumberland Township, Adams County and created pursuant to that certain Declaration of Covenants and Restrictions for Cumberland Crossing At The Links At Gettysburg, A Planned Community recorded at Adams County Record Book 6376, Page 467.

(b) The Villas At The Retreat At The Links At Gettysburg, A Planned Community. Easements for (i) the Propane Gas Easement Areas depicted, described and labeled "Proposed 10' Wide Propane Gas Distribution Easement" and "5' Wide Gas Easement" on the plan attached hereto as Exhibit B, and (ii) the Storage Tank Areas depicted, described and labeled "Proposed Propane Tanks Serving Phase III Lots 29, 30, 31, 32, 22 & 34 (3 Tanks)", "Proposed Relocated Propane Gas Tanks Serving Phase II Lots (4 Tanks)", and "Proposed Propane Gas Tanks Serving Phase III Lots 35, 36, 37, 38 & 39 in 30' X 30' Easement" on the plan attached hereto as **Exhibit B**, are hereby established by Declarant.

Land Company, as an equitable owner of certain portions of the areas affected by the easements, hereby consents to establishment of the said easements. In addition, The Links At Gettysburg Master Association, a Pennsylvania non-profit corporation ("**Master Association**"), as fee owner of Lot R-1 (labeled "Parcel R-1" on **Exhibit B** hereto), hereby consents to the establishment of the portion of the said easements located on Lot R-1.

The easements described in Section 2(b) relate to The Villas At The Retreat At The Links At Gettysburg, A Planned Community located in Mount Joy Township, Adams County and created pursuant to that certain Declaration of Covenants and Restrictions for The Villas At The Retreat At The Links At Gettysburg, A Planned Community recorded at Adams County Record Book 5587, Page 315.

3. Joinder. The Kleins are executing this Amendment as a joinder party pursuant to Section 3 of the First Amendment, and to the extent necessary, hereby consent to the terms of this Amendment.

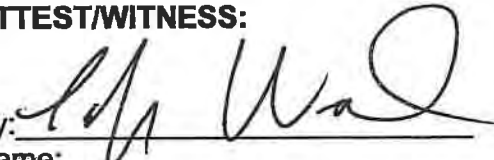
4. Incorporation. The Background Recitals of and Exhibits attached to this Amendment are incorporated herein by reference thereto as integral parts of this Amendment.

5. Ratification. All terms and conditions of the Declaration of Easement not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

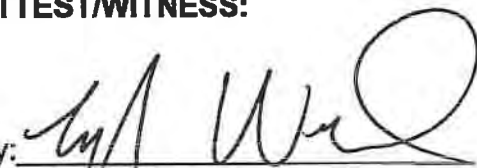
ATTEST/WITNESS:

By: 
Name:
Title:

THE LINKS AT GETTYSBURG, L.L.C.:

By: 
Richard A. Klein, President

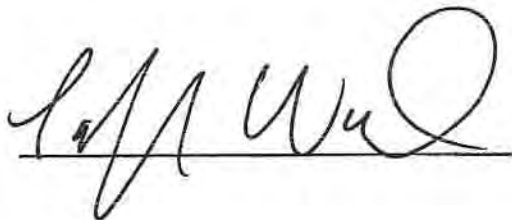
ATTEST/WITNESS:

By: 
Name:
Title:

THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.:

By: 
Richard A. Klein, Managing Member

WITNESS:

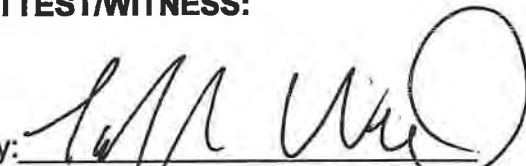


RAK-BLK LIMITED PARTNERSHIP:


By: KLEIN VENTURES, L.L.C., its General Partner

By: 
Richard A. Klein, Manager

ATTEST/WITNESS:

By: 
Name:
Title:

THE LINKS AT GETTYSBURG LAND COMPANY, INC.:

By: 
Richard A. Klein, President

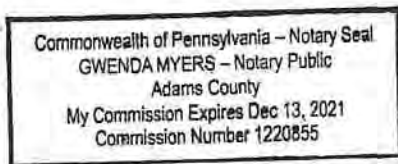
COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF ADAMS

On this, the 8th day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be (i) the President of **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"); (ii) the Managing Member of **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**"); (iii) the Manager of **KLEIN VENTURES, L.L.C. ("Ventures")**, general partner of **RAK-BLK LIMITED PARTNERSHIP**, a Pennsylvania limited partnership ("**RAK-BLK**"), and (iv) the President of **THE LINKS AT GETTYSBURG LAND COMPANY, INC.**, a Pennsylvania corporation ("**Land Company**"), and that he as such President of Links, Managing Member of Realty, Manager of Ventures as general partner of RAK-BLK, and President of Land Company, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links, Managing Member of Realty, Manager of Ventures as general partner of RAK-BLK and President of Land Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

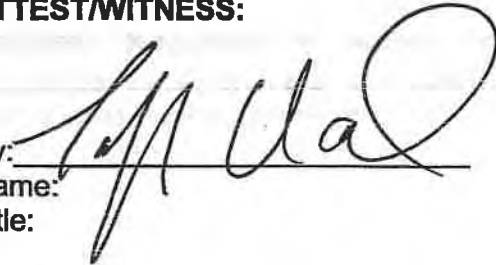


(SEAL)

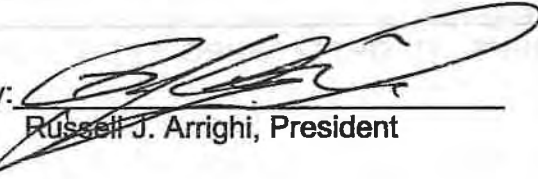
Gwendolyn Myers
Notary Public

My Commission Expires: 12-13-21

ATTEST/WITNESS:

By: 
Name:
Title:

THE LINKS AT GETTYSBURG MASTER ASSOCIATION:

By: 
Russell J. Arrighi, President

COMMONWEALTH OF PENNSYLVANIA

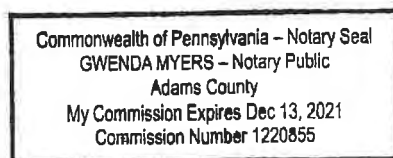
COUNTY OF ADAMS

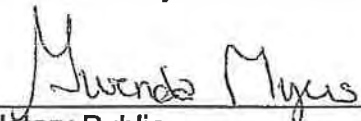
:
:
:

SS:

On this, the 8th day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared Russell J. Arrighi, who acknowledged himself to be President of **THE LINKS AT GETTYSBURG MASTER ASSOCIATION**, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public

My Commission Expires: 12-13-21

(SEAL)

EXHIBIT A

Propane Easement Plan

For

Cumberland Crossing At The Links At Gettysburg, A Planned Community

(Attached)

— a Library Use Only

15

Don Teich Award

Approved for the Central Area

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CURVE TABLE

Small Business Development Corporation

LINE TABLE

1500

NOTES

- The point of this slide is to signal the location of the Program Status and Service Area and related information. Do not write or add words like Labels, Copyright, Channel, etc. to this slide.
- The slide type flow diagram, known as an editorial program, is used to explain the flow of the program. The slide can be typed with a background of a color. The slide can be typed with a background of a color. The slide can be typed with a background of a color.

LINE	DATE	DEBIT	CREDIT
1		Units 30-33	
2		Units 24-28-29	
3		Units 18-21, 26	
4		Units 9-15	
5		Units 34-35	
6		Units 1-8	
7		Units 36-43	

PLANNING DISTRICT
ZONING DISTRICT

[illegible]

GUYTON		MARTIN AND MARTIN INCORPORATED	
PHONE: (717) 264-5750	37 SOUTH MAIN STREET • SUITE A CHAMBERSBURG, PENNSYLVANIA • 17201		
DATE: MAY 11, 2007			
TO: FORD			
FROM: ST-MR			

CLARENDON TOWNSHIP

GAS PLAN EASEMENTS

CUMBERLAND CROSSING AT THE LINKS AT GETTYSBURG

THIRTY-SEVEN

ADAMS COUNTY

[illegible]

EXHIBIT B

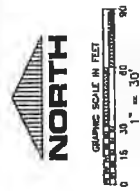
Propane Easement Plan

For

The Villas At The Retreat At The Links At Gettysburg, A Planned Community

(Attached)

LINE TABLE		
LINE	BEARING	LENGTH
L13	S84°15'39"E	31.76'
L16	S51°18'35"W	40.81'
L17	S32°25'44"E	31.25'
L18	N02°10'39"W	2.88'
L19	N02°11'00"W	14.18'
L20	N02°14'25"E	28.10'



PROPEANE TANK NOTE FOR LOTS 30 & 39

THE PROPEANE TANKS FOR LOTS 30 & 39 SHALL BE LOCATED AS SHOWN ON THIS PLAN. THE PROPEANE TANKS SHALL BE LOCATED WITHIN THE LOT LINES. THE PROPEANE TANKS SHALL BE LOCATED WITHIN THE LOT LINES. THE PROPEANE TANKS SHALL BE LOCATED WITHIN THE LOT LINES.

CURVE TABLE

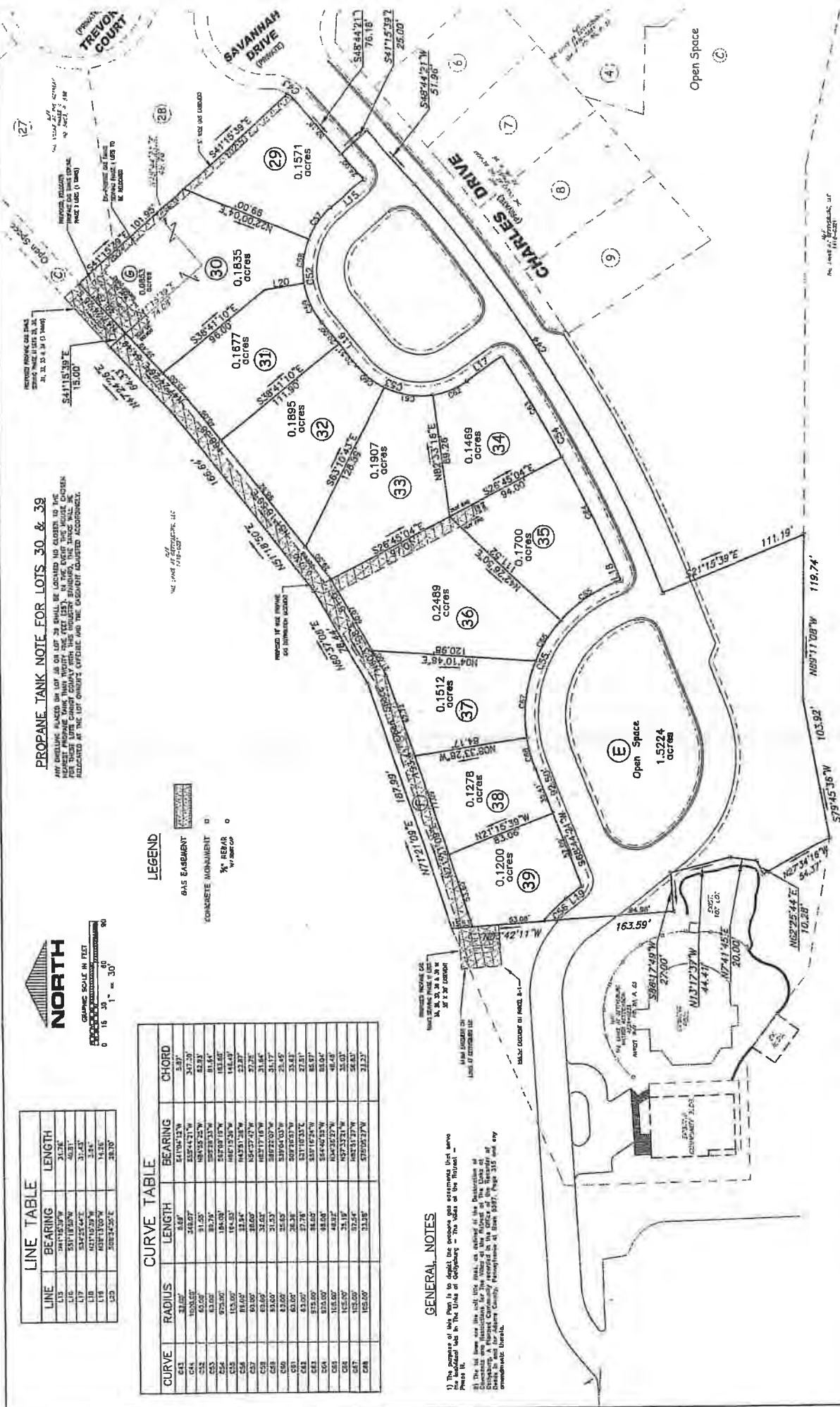
CURVE	RADIUS	LENGTH	BEARING	CHORD
C13	31.76'	31.76'	S84°15'39"E	31.76'
C16	40.81'	40.81'	S51°18'35"W	40.81'
C17	31.25'	31.25'	S32°25'44"E	31.25'
C18	2.88'	2.88'	N02°10'39"W	2.88'
C19	14.18'	14.18'	N02°11'00"W	14.18'
C20	28.10'	28.10'	N02°14'25"E	28.10'

LEGEND

- GAS EASEMENT
- CONCRETE MONUMENT
- 1/4" BEAR
- 1/4" BEAR

GENERAL NOTES

- The purpose of this plan is to depict the proposed lot divisions and easements shown on the attached lot in The Villages of Gettysburg - Phase III.
- The lot lines and area shown on this plan are based on the best available information and are not guaranteed by the Surveyor.
- The Surveyor has not conducted a physical inspection of the land shown on this plan and is not responsible for any errors or omissions.



PLAN CHECK - JLF - 02-13-18

Sharrah Design Group, Inc.
Land Surveying & Design

2000 University Blvd., Suite 100
Greenville, SC 29615
Phone: (864) 244-4444

REVISIONS	
NO. 1	DATE
1	02/13/18

XREFS	
NO. 1	DATE
1	02/13/18

811
Call before you dig
1-800-4-A-DIG

PLAN PREPARATION	
DRAWN BY	JLF
CHECKED BY	JLF
DATE	02/13/18
FILE NO.	18-01-001
PROJECT NO.	18-01-001

PROPEANE GAS EASEMENT PLAN	
SCALE	1"=30'
SHEET NO.	1 of 1
THE VILLAGES AT GETTYSBURG THE VILLAGES AT THE RETREAT - PHASE III A PLANNED GOLF COMMUNITY DEVELOPMENT COUNTY OF HAMPDEN, SOUTH CAROLINA	

WITNESS:

[Handwritten signature]

[Handwritten signature]

Richard A. Klein

WITNESS:

[Handwritten signature]

[Handwritten signature]

Bonni L. Klein

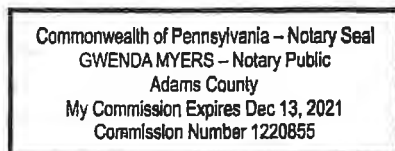
COMMONWEALTH OF PENNSYLVANIA

:
: SS:
:

COUNTY OF ADAMS

On this, the 8th day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared **RICHARD A. KLEIN** and **BONNI L. KLEIN**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



[Handwritten signature]
Notary Public

My Commission Expires: 12-13-21

(SEAL)

REV-183

BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

COMPLETE EACH SECTION

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATA

Date of Acceptance of Document
06/07/2021

Grantor(s)/Lessor(s) The Links At Gettysburg, L.L.C. et al.	Telephone Number (717) 357-0583	Grantee(s)/Lessee(s) The Links At Gettysburg, L.L.C. et al.	Telephone Number (717) 357-0583
Mailing Address 601 Mason Dixon Rd		Mailing Address 601 Mason Dixon Rd	
City Gettysburg	State PA	City Gettysburg	State PA
	ZIP Code 17325		ZIP Code 17325

SECTION II REAL ESTATE LOCATION

Street Address Parts of 534 Mason Dixon Rd & 41 Swetland Rd.	City, Township, Borough Mount Joy Twp & Cumberland Twp
County Adams	School District Gettysburg
	Tax Parcel Number 30F18-0019-000; 30F18-0019E-000; & 19F18-0013-000

SECTION III VALUATION DATA

Was transaction part of an assignment or relocation? ☐ YES ☐ NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value N/A	5. Common Level Ratio Factor x 0.96	6. Computed Value = N/A

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 100%	1b. Percentage of Grantor's Interest in Real Estate 0 %	1c. Percentage of Grantor's Interest Conveyed 0 %
--	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.

- ☐ Will or intestate succession. _____
(Name of Decedent) (Estate File Number)
- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation.
(If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Declaration of easements by owner / declarants for propane facilities that will ultimately serve applicable community. Declaring easements only.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Richard A. Klein, President of The Links At Gettysburg, L.L.C.	Telephone Number (717) 357-0583
Mailing Address 601 Mason Dixon Rd	City Gettysburg
	State PA
	ZIP Code 17325

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party X <i>[Signature]</i>	Date 6/8/2021
---	------------------

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105



(EX) MOD 06-19 (FI)

1830019105

RECORDER'S USE ONLY

REV-183BUREAU OF INDIVIDUAL TAXES
PO BOX 280603
HARRISBURG, PA 17128-0603**REALTY TRANSFER TAX
STATEMENT OF VALUE**
COMPLETE EACH SECTION

State Tax Paid:

Book:

Page:

Instrument Number:

Date Recorded:

SECTION I TRANSFER DATADate of Acceptance of Document
06/07/2021

Grantor(s)/Lessor(s) The Links At Gettysburg, L.L.C. et al.	Telephone Number (717) 357-0583	Grantee(s)/Lessee(s) The Links At Gettysburg, L.L.C. et al.	Telephone Number (717) 357-0583
Mailing Address 601 Mason Dixon Rd		Mailing Address 601 Mason Dixon Rd	
City Gettysburg	State PA	ZIP Code 17325	City Gettysburg
		State PA	ZIP Code 17325

SECTION II REAL ESTATE LOCATION

Street Address Parts of 534 Mason Dixon Rd & 41 Swetland Rd.	City, Township, Borough Mount Joy Twp & Cumberland Twp
County Adams	School District Gettysburg
	Tax Parcel Number 30F18-0019-000; 30F18-0019E-000; & 19F18-0013-000

SECTION III VALUATION DATAWas transaction part of an assignment or relocation? ☐ YES ☒ NO

1. Actual Cash Consideration 0.00	2. Other Consideration + 0.00	3. Total Consideration = 0.00
4. County Assessed Value N/A	5. Common Level Ratio Factor x 0.96	6. Computed Value = N/A

SECTION IV EXEMPTION DATA - Refer to instructions for exemption status.

1a. Amount of Exemption Claimed \$ 100%	1b. Percentage of Grantor's Interest in Real Estate 0 %	1c. Percentage of Grantor's Interest Conveyed 0 %
--	--	--

2. Fill in the Appropriate Oval Below for Exemption Claimed.☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)

- ☐ Transfer to a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer from a trust. (Attach complete copy of trust agreement and all amendments.)
- ☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)
- ☐ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- ☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)
- ☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)
- ☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- ☒ Other (Provide a detailed explanation of exemption claimed. If more space is needed attach additional sheets.)

Declaration of easements by owner / declarants for propane facilities that will ultimately serve applicable community. Declaring easements only.

SECTION V CORRESPONDENT INFORMATION - All inquiries may be directed to the following person:

Name Richard A. Klein, President of The Links At Gettysburg, L.L.C.	Telephone Number (717) 357-0583
Mailing Address 601 Mason Dixon Rd	City Gettysburg
	State PA
	ZIP Code 17325

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party
X Date
6/8/2021

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.



1830019105

1830019105

SIXTH AMENDMENT
TO DECLARATION OF PROPANE FACILITIES EASEMENT

This Sixth Amendment to Declaration of Propane Facilities Easement ("**Amendment**") is made as of this 10th day of June, 2021, by **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"), and **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**") (together, the "**Declarant**").

B A C K G R O U N D:

A. The Declarant created and recorded a Declaration of Propane Facilities Easement dated July 25, 2003, at Adams County Record Book 3211, Page 243; as amended by a First Amendment to Declaration of Propane Facilities Easement dated December 29, 2005 (the "**First Amendment**"), and recorded at Adams County Record Book 4292, Page 133; as further amended by a Second Amendment to Declaration of Propane Facilities Easement dated December 19, 2006 and recorded at Adams County Record Book 4714, Page 222; as further amended by a Third Amendment to Declaration of Propane Facilities Easement dated December 3, 2012 and recorded at Adams County Record Book 5773, Page 287; as further amended by a Fourth Amendment to Declaration of Propane Facilities Easement dated May 29, 2013 and recorded at Adams County Record Book 5835, Page 583; and as further amended by a Fifth Amendment to Declaration of Propane Facilities Easement dated June 7, 2021 and recorded at Adams County Record Book 6807, Page 171 (collectively, the "**Declaration of Easement**").

B. The Declarant desires to further amend the Declaration of Easement in accordance with the provisions hereinafter set forth, and although not legally necessary based on the terms of the Declaration of Easement, certain joinder and consenting parties are joining in this Amendment for the purposes set forth herein.

C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration of Easement.

NOW THEREFORE, with intent to be legally bound hereby, the parties hereto agree as follows:

1. Effectiveness. The provisions of this Amendment shall become effective upon the execution and recording hereof.

2. Additional Propane Gas Easement and Storage Tank Areas. Pursuant to the Declaration of Easement, additional easements can be established or confirmed by recording an amendment to the Declaration of Easement that incorporates a recorded subdivision/land development plan by reference thereto. Accordingly, the Declaration of Easement is hereby being amended to declare, establish and/or confirm the easements for the Propane Gas Easement Areas and Storage Tank Areas depicted, described and labeled "Easement Area for Underground Propane Tanks & Distribution" on Sheet 3 of the Phase IIC Final Subdivision Plat for Garrison Falls At The Links At Gettysburg recorded at Adams County Record Book 5659, Page 391 ("Plat"), which said Plat is incorporated herein by reference thereto. For purposes of clarification, the said easements were previously established by the recording of the Plat but are being evidenced by this Amendment in accordance with the terms of the Declaration of Easement.

The easements described in this Section 2 relate to Garrison Falls At The Links At Gettysburg, A Planned Community located in Mount Joy Township, Adams County and created pursuant to that certain Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community recorded at Adams County Record Book 4231, Page 105.

3. Joinder and Consent. Richard A. Klein and Bonni L. Klein are executing this Amendment as a joinder party pursuant to Section 3 of the First Amendment, and to the extent necessary, hereby consent to the terms of this Amendment. The Links at Gettysburg Land Company, Inc., a Pennsylvania corporation, as a developer of certain portions of the community is also joining in this Amendment, and to the extent necessary, hereby consents to the terms of this Amendment.

4. Incorporation. The Background Recitals of and Exhibits attached to this Amendment are incorporated herein by reference thereto as integral parts of this Amendment.

5. Ratification. All terms and conditions of the Declaration of Easement not inconsistent with this Amendment are ratified and shall remain in full force and unchanged hereby.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

ATTEST/WITNESS:

THE LINKS AT GETTYSBURG, L.L.C.:

By: _____
Name: _____
Title: _____

By: _____
Richard A. Klein, President

ATTEST/WITNESS:

**THE LINKS AT GETTYSBURG REALTY
COMPANY, L.L.C.:**

By: _____
Name: _____
Title: _____

By: _____
Richard A. Klein, Managing Member

ATTEST/WITNESS:

**THE LINKS AT GETTYSBURG LAND
COMPANY, INC.:**

By: _____
Name: _____
Title: _____

By: _____
Richard A. Klein, President

COMMONWEALTH OF PENNSYLVANIA

:

: SS:

COUNTY OF ADAMS

:

On this, the ____ day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared Richard A. Klein, who acknowledged himself to be (i) the President of **THE LINKS AT GETTYSBURG, L.L.C.**, a Pennsylvania limited liability company ("**Links**"); (ii) the Managing Member of **THE LINKS AT GETTYSBURG REALTY COMPANY, L.L.C.**, a Pennsylvania limited liability company ("**Realty**"); and (iii) the President of **THE LINKS AT GETTYSBURG LAND COMPANY, INC.**, a Pennsylvania corporation ("**Land Company**"), and that he as such President of Links, Managing Member of Realty, and President of Land Company, being authorized to do so, executed the foregoing instrument for the purposes therein contained as President of Links, Managing Member of Realty, and President of Land Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

WITNESS:

Richard A. Klein

WITNESS:

Bonni L. Klein

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ADAMS :

On this, the _____ day of June, 2021, before me, a Notary Public, the undersigned officer, personally appeared **RICHARD A. KLEIN** and **BONNI L. KLEIN**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

(SEAL)

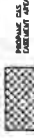
GENERAL NOTES

- 1) The purpose of this Plan is to depict the propane gas easements that serve the individual lots in The Villas at the Retreat - Phases I & II.
- 2) The lot lines are the unit title lines, as defined in the Declaration of Covenants and Restrictions for The Villas at the Retreat at Gettysburg, A Planned Community of Adams County in that Blank 98, Page 26 and the Phase II Final Plat recorded in Book 5903, Page 268 for additional information.
- 3) For the Villas at the Retreat - Phase I Final Plat recorded among the land records of Adams County in that Blank 98, Page 26 and the Phase II Final Plat recorded in Book 5903, Page 268 for additional information.

CURVE	RADIUS	LENGTH	BEARING	CHORD
C1	62.00	97.50	N46°53'30"W	87.58
C2	97.50	140.34	S48°44'21"W	138.61
C3	97.50	140.34	S48°44'21"W	138.61
C4	97.50	140.34	S48°44'21"W	138.61
C5	97.50	140.34	S48°44'21"W	138.61
C6	97.50	140.34	S48°44'21"W	138.61
C7	97.50	140.34	S48°44'21"W	138.61
C8	97.50	140.34	S48°44'21"W	138.61
C9	97.50	140.34	S48°44'21"W	138.61
C10	97.50	140.34	S48°44'21"W	138.61
C11	97.50	140.34	S48°44'21"W	138.61
C12	97.50	140.34	S48°44'21"W	138.61
C13	97.50	140.34	S48°44'21"W	138.61
C14	97.50	140.34	S48°44'21"W	138.61
C15	97.50	140.34	S48°44'21"W	138.61
C16	97.50	140.34	S48°44'21"W	138.61
C17	97.50	140.34	S48°44'21"W	138.61
C18	97.50	140.34	S48°44'21"W	138.61
C19	97.50	140.34	S48°44'21"W	138.61
C20	97.50	140.34	S48°44'21"W	138.61
C21	97.50	140.34	S48°44'21"W	138.61
C22	97.50	140.34	S48°44'21"W	138.61
C23	97.50	140.34	S48°44'21"W	138.61
C24	97.50	140.34	S48°44'21"W	138.61
C25	97.50	140.34	S48°44'21"W	138.61
C26	97.50	140.34	S48°44'21"W	138.61
C27	97.50	140.34	S48°44'21"W	138.61
C28	97.50	140.34	S48°44'21"W	138.61
C29	97.50	140.34	S48°44'21"W	138.61
C30	97.50	140.34	S48°44'21"W	138.61
C31	97.50	140.34	S48°44'21"W	138.61
C32	97.50	140.34	S48°44'21"W	138.61
C33	97.50	140.34	S48°44'21"W	138.61
C34	97.50	140.34	S48°44'21"W	138.61
C35	97.50	140.34	S48°44'21"W	138.61
C36	97.50	140.34	S48°44'21"W	138.61
C37	97.50	140.34	S48°44'21"W	138.61
C38	97.50	140.34	S48°44'21"W	138.61
C39	97.50	140.34	S48°44'21"W	138.61
C40	97.50	140.34	S48°44'21"W	138.61
C41	97.50	140.34	S48°44'21"W	138.61
C42	97.50	140.34	S48°44'21"W	138.61
C43	97.50	140.34	S48°44'21"W	138.61
C44	97.50	140.34	S48°44'21"W	138.61
C45	97.50	140.34	S48°44'21"W	138.61
C46	97.50	140.34	S48°44'21"W	138.61
C47	97.50	140.34	S48°44'21"W	138.61
C48	97.50	140.34	S48°44'21"W	138.61
C49	97.50	140.34	S48°44'21"W	138.61
C50	97.50	140.34	S48°44'21"W	138.61
C51	97.50	140.34	S48°44'21"W	138.61

LINE	BEARING	LENGTH
L1	S48°44'21"W	7.25
L2	N48°44'21"E	13.59
L3	S48°44'21"W	21.21
L4	N73°25'41"E	23.69
L5	N73°25'41"E	27.53
L6	N41°15'39"W	14.72
L7	N41°15'39"W	21.21
L8	N03°44'21"E	21.21
L9	N74°30'29"E	20.65
L10	S86°03'34"W	9.91
L11	S20°33'21"W	14.14
L12	N20°33'21"E	15.41
L13	S69°25'39"E	4.93
L14	N00°52'17"E	34.15

TANK AREA	LOTS SERVED
A	1, 3
B	10-12 & 17-18
C	15-16
D	30-31
E	



Sharran Design Group, Inc.
 Land Surveying & Design
 20 Chambersburg Street
 Gettysburg, PA 17325
 Phone: (717) 334-5600
 Fax: (717) 334-0922
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REVISIONS		PLAN PREPARATION
NO.	DATE	DESCRIPTION
1	05/29/13	PER OWNER COMMENTS
		DESIGNED BY: NJT
		CHECKED BY: RAS
		DATE: 20 APR 2013
		FILE: 9924
		CAD FILE: PHII-GASD1
		DWG FILE: E-897

PROpane GAS EASEMENT PLAN
 THE VILLAS AT THE RETREAT - PHASES I & II
 THE LINKS AT GETTYSBURG
 A PLANNED GOLF COMMUNITY DEVELOPMENT
 MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA

SCALE: 1"=60'
 SHEET NO. 1 of 1

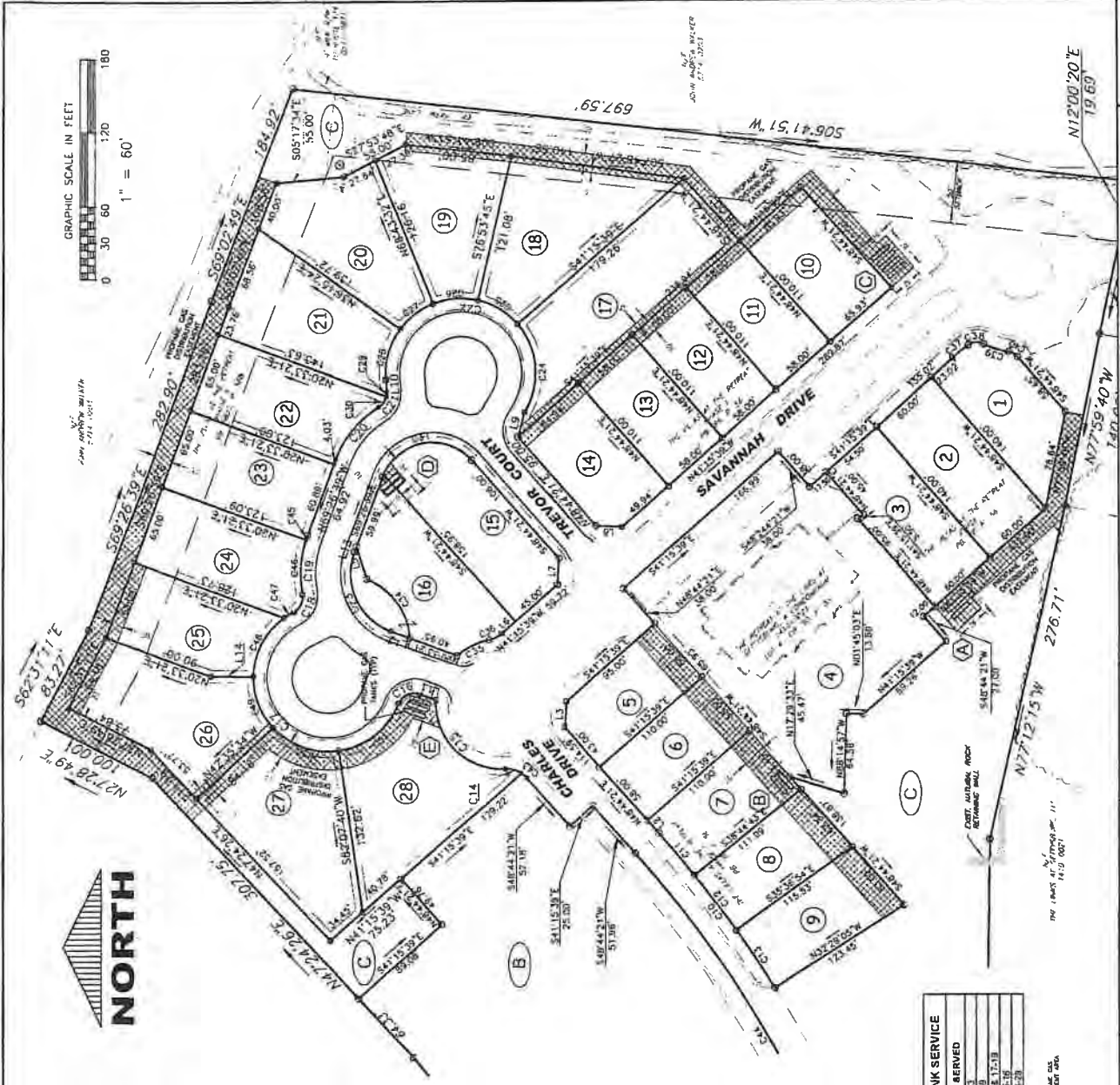


Exhibit “K”

Stormwater Operations and Maintenance Agreement

CUMBERLAND TOWNSHIP

OPERATIONS AND MAINTENANCE (O&M) AGREEMENT

APR 19 2018

STORMWATER MANAGEMENT BEST MANAGEMENT

Rec'd By _____

PRACTICES (SWM BMPs)

THIS AGREEMENT, made and entered into this 19th day of April, 2018, by and between **RAK-BLK, L.P.**, a Pennsylvania limited partnership, having an address of 601 Mason Dixon Road, Gettysburg, Pennsylvania, Gettysburg, Pennsylvania 17325, (hereinafter the "Landowner"), and **CUMBERLAND TOWNSHIP**, Adams County, Pennsylvania, a municipal corporation organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, with a principal address of 1370 Fairfield Road, Gettysburg, Pennsylvania (hereinafter "Municipality");

WITNESSETH


WHEREAS, the Landowner is the legal or equitable owner of certain real property recorded by Deed in the land records of Adams County, Pennsylvania, Deed Book 3892 at Page 172, known as Cumberland Crossing at the Links at Gettysburg on and in accordance with the plans entitled "Final Subdivision / Land Development Plan for Cumberland Crossing At The Links At Gettysburg" situated in Cumberland Township, Adams County, Pennsylvania" (hereinafter "Property"); and

WHEREAS, the Landowner is proceeding to build and develop the Property or has become the owner of the Property at or after the time that the Property has been developed; and

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Municipality (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.


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 Instr# 201800004722
 Adams County, PA
 Karen Heflin Register and Recorder
 RK 6374 PG 525

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The recitals set forth above are incorporated herein by reference.
2. The Landowner shall construct, or cause the construction of, the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
3. The Landowner shall operate and maintain the BMPs as shown on the SWM Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.
4. The Landowner shall inspect the system at intervals outlined on the approved plans or as described in the applicable provisions of the Stormwater Management Ordinance.
5. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever the Municipality deems it appropriate. Whenever possible, the Municipality shall notify the Landowner prior to entering the property. The costs of the inspection may be assessed by the Municipality to the Landowner.
6. The Municipality may inspect the BMPs at reasonable intervals or following major storm events to ensure their continued functioning. The costs of the inspection may be assessed by the Municipality to the Landowner.
7. In the event the Landowner fails to operate and maintain the BMPs as provided in the O&M Plan, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
8. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred, plus a penalty of ten percent (10%) within ten (10) days of receipt of invoice from the Municipality. If such payment is not made with the 10-day period, the Municipality may place a municipal lien against the Property pursuant to the procedures set forth in the Pennsylvania Municipal Lien Law, 53 P.S. §7101 *et. seq.* as amended.
9. The Landowner, hereby indemnifies the Municipality and its employees and agents against all damages, casualties, occurrences or claims which might arise or be asserted against said it or them arising from the construction, presence, existence, or maintenance of the Stormwater Management Practices, Facilities, Systems, and BMPs by the Landowner or by the Municipality. In the event that a claim is asserted against the Municipality, its employees or agents, the Municipality shall promptly notify the Landowner and the



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Page 2 of 6

BK 6374 PG 526

Landowner shall defend, at his or its own expense, any suit based on the claim. If any judgment or claims against the Municipality's employees or agents shall be entered, the Landowner shall pay all costs and expenses regarding said judgment or claim.

10. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
11. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality.
12. This Agreement shall be recorded at the Office of the Recorder of Deeds of Adams County, Pennsylvania.
13. This Agreement shall be a covenant running with the Property, and shall be binding on the Landowner, and the Landowner's heirs, successors and assigns, and is made solely and specifically for their benefit. No other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

TOWNSHIP OF CUMBERLAND

ATTEST:

Carol Merryman
Carol Merryman,
Assistant Secretary

By: Barbara H. Underwood
Barbara H. Underwood,
Chairperson of the Board of Supervisors

ATTEST:

Mark H. Magyner

For the Landowner:

R. A. C.



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Page 3 of 6

BK 6374 PG 527

COMMONWEALTH OF PENNSYLVANIA

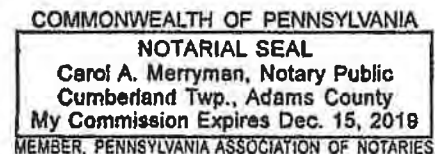
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: SS
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COUNTY OF ADAMS

On this 1st day of May, 2018 before me a notary public personally appeared Barbara Underwood, who acknowledged herself to be Chairperson of the Board of Supervisors of Cumberland Township, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol G. Merryman
Notary Public



COMMONWEALTH OF PENNSYLVANIA

:
: SS
:

COUNTY OF Adams

On this 19th day of April, 2018 before me, the undersigned officer, personally appeared Richard A. Klein who acknowledged himself/herself to be the Lendowner of RLK-BLK, L.P., and in that capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the RLK-BLK, L.P., by himself/herself as the Lendowner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gwendolyn Myers
Notary Public

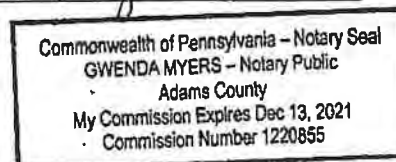


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Page 4 of 6

BK **6374** PG **528**

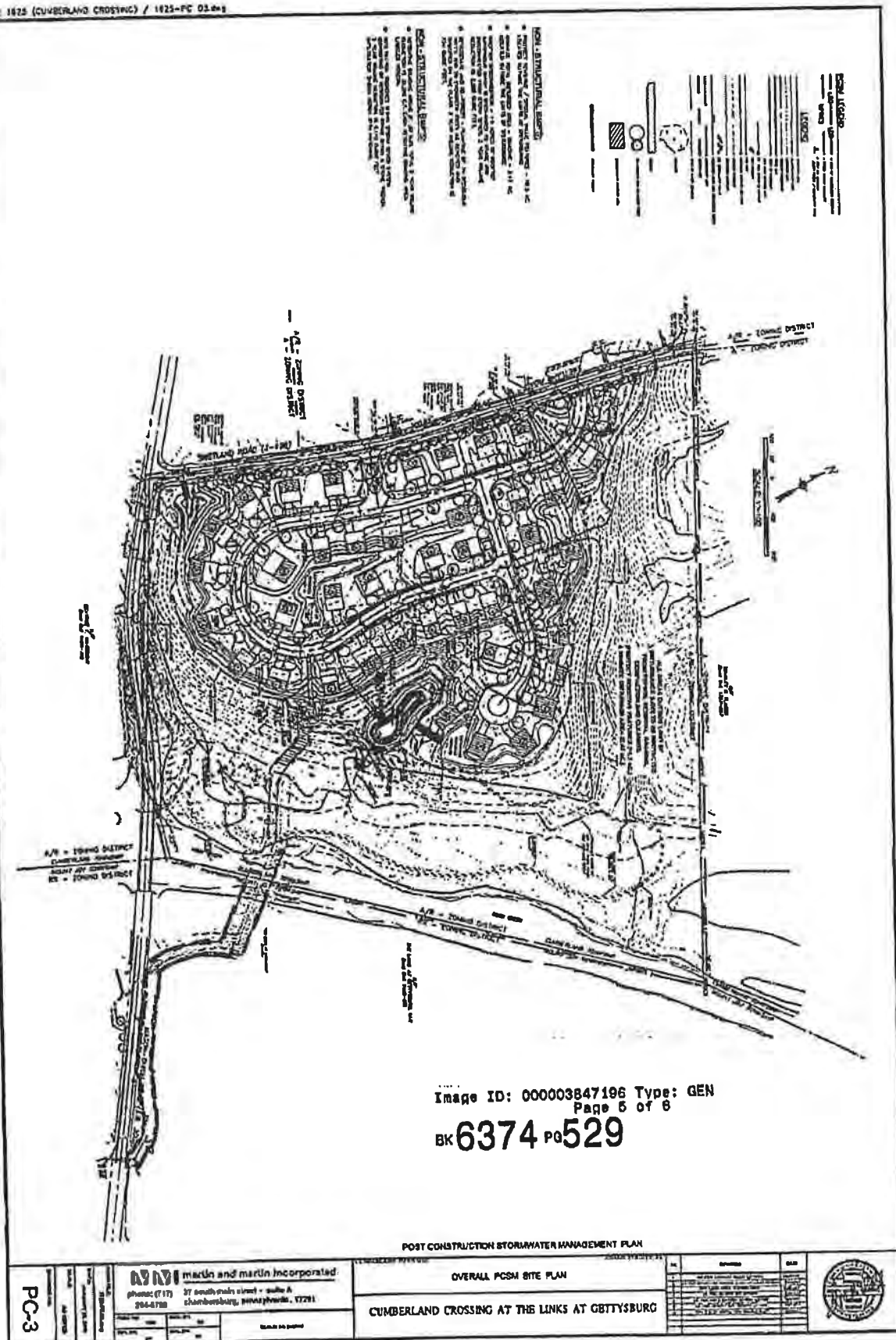
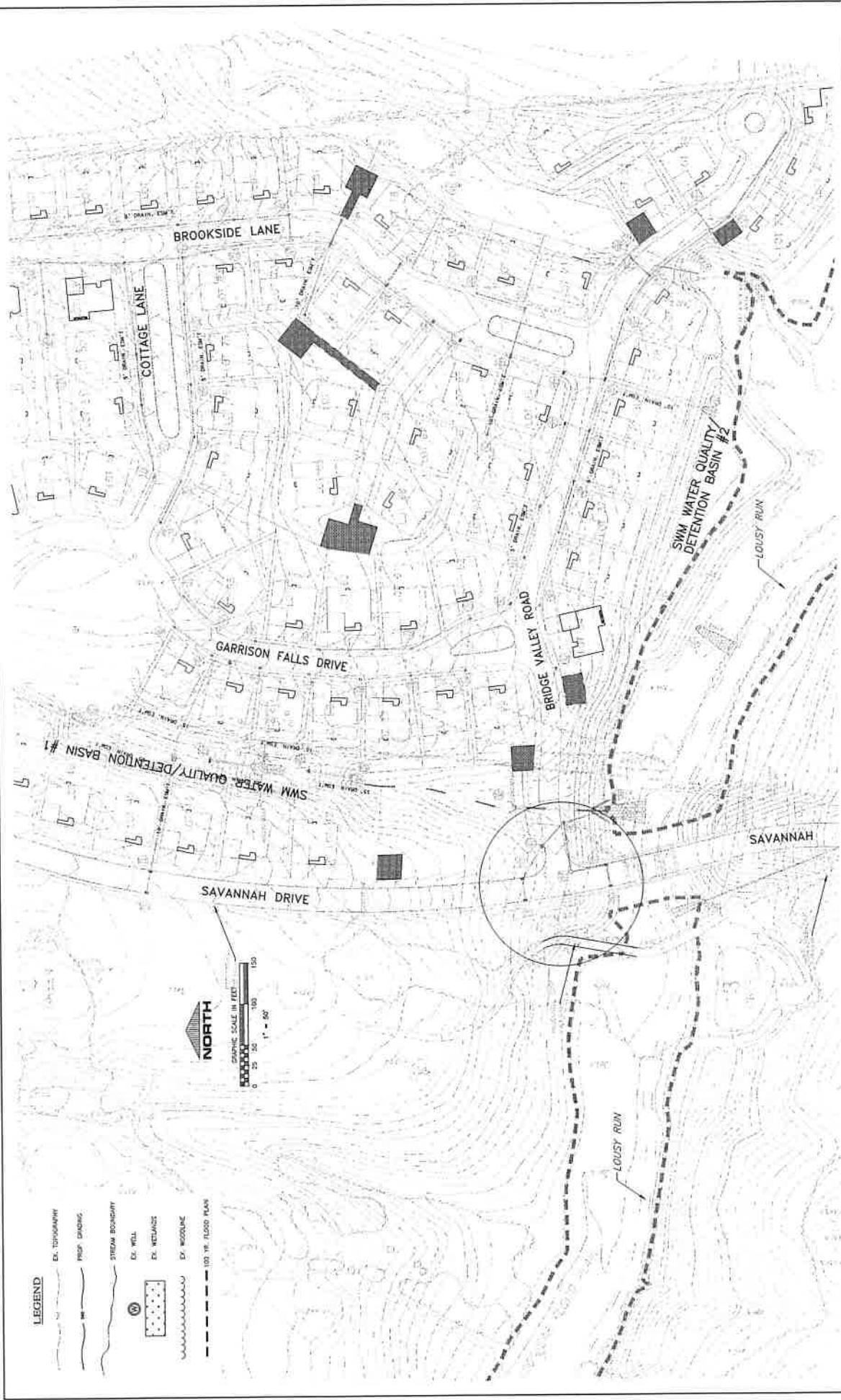


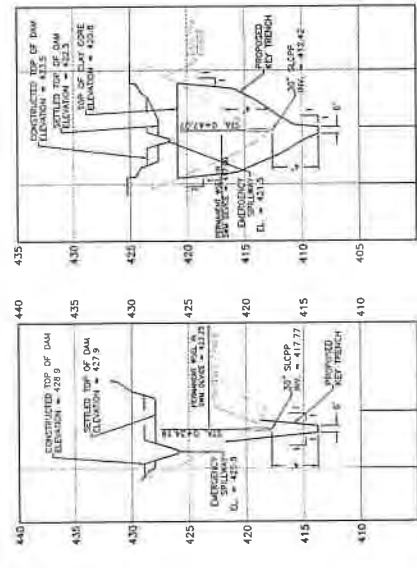
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Page 6 of 6
BK 6374 PG 530

Exhibit “L”

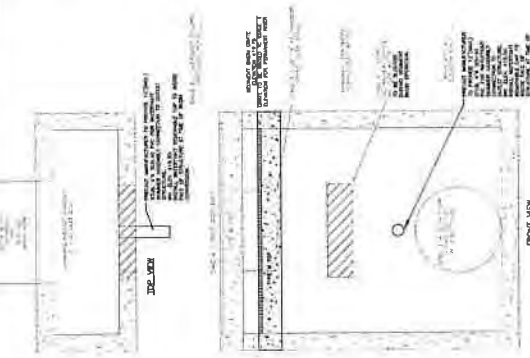
PCSM PLAN



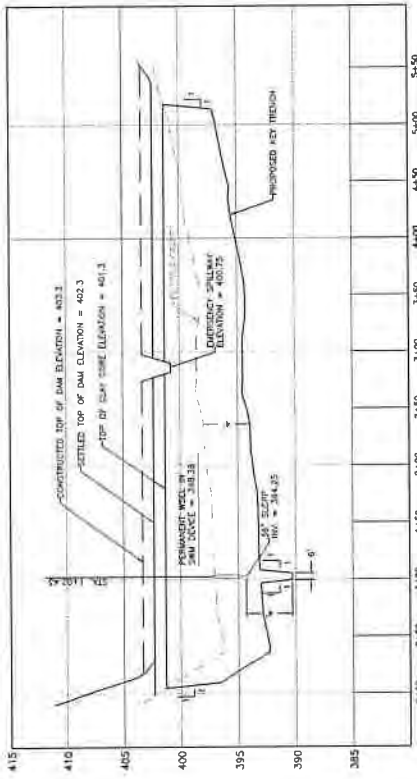
<div>SHARRAH DESIGN GROUP, INC. Land Surveying & Consulting Services 1270 Fairfield Road, Suite 5 Gettysburg, Pennsylvania 17325-7246 Tel (717) 334-5400 Fax (717) 334-0922</div>			<div>POST-CONSTRUCTION SWM PLAN GARRISON FALLS THE LINKS AT GETTYSBURG A PLANNED COMMUNITY DEVELOPMENT EAST OF TOWNSHIP, HANCOCK COUNTY, PENNSYLVANIA</div>			<div>SCALE 1"=50' SHEET NO. 21</div>																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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PROFILE - BASIN #1 FOREBAY EMBANKMENT



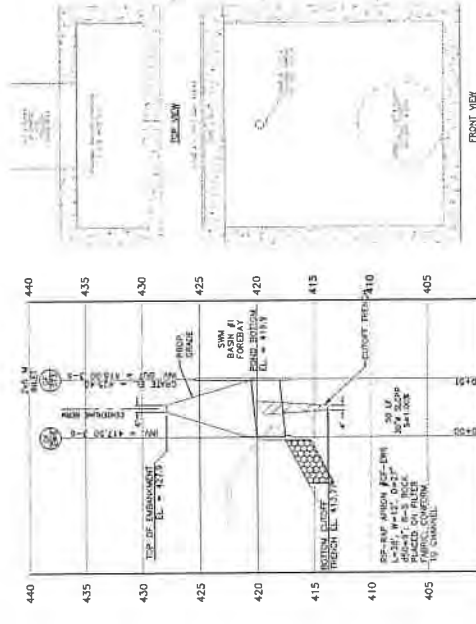
PROFILE - BASIN #1 EMBANKMENT



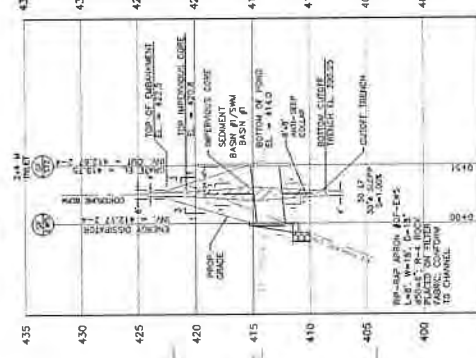
PROFILE - BASIN #2 EMBANKMENT

NOTE: CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED PROFESSIONAL ENGINEER TO INSPECT AND APPROVE THE ALL MUDS, ROCKS TO PLACEMENT AND GROUT COMPLETION

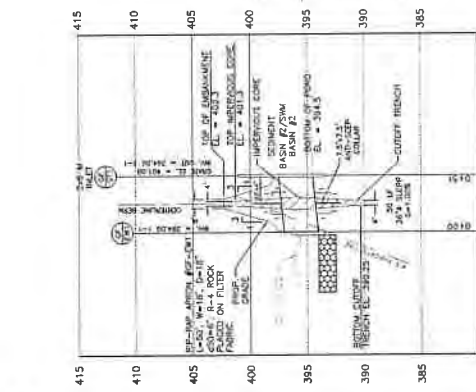
OUTLET STRUCTURE DETAIL DETENTION BASIN #1 (ST-3)



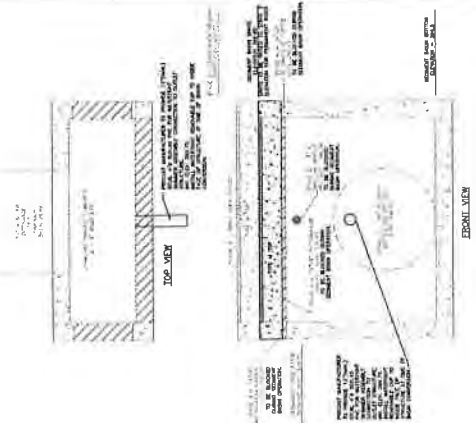
OUTLET STRUCTURE DETAIL DETENTION BASIN #1 (ST-3)



PROFILE - GF-EWS TO GF-S12



PROFILE - GF-EW1 TO GF-S11



OUTLET STRUCTURE DETAIL DETENTION BASIN #2 (ST-1)

SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5-7246
Gettysburg, Pennsylvania 17325-7246
Tel (717) 334-5400 Fax (717) 334-0922



NO.	DATE	DESCRIPTION
1	12/17/05	PER THE ENGINEER COMMENTS
2	07/27/06	PER THE ENGINEER COMMENTS
3	04/07/08	ADD INSURANCE FOR 100% LIMIT

REVISIONS	XREFS

CALL BEFORE YOU DIG
PENNSYLVANIA ACT 100
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
PENNSYLVANIA ACT 100
1-800-244-1776

PLAN PREPARATION	SCALE
DRAWN BY: WSD DATE: 10 AUGUST 2005 DESIGNED BY: WSD FILE NO. 100 CHECKED BY: WSD DRAWING NO.: GF-POSTO (01)	SCALE: HORIZ. 1"=50' VERT. 1"=5'

POST-CONSTRUCTION SWM DETAILS
GARRISON FALLS
THE LINKS AT GETTYSBURG
A PLANNED COMMUNITY DEVELOPMENT
DESIGN AND CONSTRUCTION, 2005 SOUTH BRIDGES

SCALE
AS NOTED
SHEET NO.
22

QUALITY/DETENTION BASINS

QUALITY/DETENTION BASINS

- General**
- A. The Detention Basins shown on the project plans and detailed in the Erosion & Sediment Pollution Control Report shall function as temporary sediment basins, and, including applicable details, shall be maintained to the maximum extent possible.

- [illegible]

5. **Site Preparation**—The site should usually feature open areas, impervious areas, and a drainage system. The drainage system should be designed to prevent runoff of any deposits that may occur. Some deposits (foam) or other materials may be removed by the wind. This is not a problem if the wind direction is away from the site. If the wind direction is toward the site, the wind should be blocked by a windbreak. The windbreak should be made of a material that will not catch fire. The windbreak should be made of a material that will not catch fire. The windbreak should be made of a material that will not catch fire.

3. Seeding and Planting
4. Loosen the soil surface to ensure good soil to seed contact

- B. Roll or track seed into the top 1/4" of soil to achieve good soil to seed contact. Do not roll or track if soil is wet.

- apply straw mulch

4. Nonstructural long-term maintenance
A. First year maintenance: when vegetation reaches 12"-18" tall, mow to 6"-8" with rotary mower or weed eater. This mowing will prevent weeds from going to seed. Monitor and spot treat for invasive plants
B. Second year maintenance: mow to 6"-8" tall in early spring. Monitor and spot treat for invasive plants

- C. Third and fourth year maintenance: monitor and spot treat for invasive plants. Do not mow

- D. Fifth year maintenance: mow to 8"-9" tall in late summer. This will begin mowing cycle of once in late summer, every third year.

- F Consult a qualified landscape architect and/or professional landscaper for questions related to invasive plants and any other

5. **Structural Long-Term Maintenance**
A. Inspect the concrete walls, structures periodically to ensure they are free from any cracks, holes, or other signs of deterioration. Repair any damage as soon as it is detected.

- B. Inspect the initial pipes and associated pump spillovers. ~~Remove debris~~
as necessary. Remove sediment from vent pipes and add tank
material. ~~Remove any debris to maintain vegetation from~~
creeks
- C. Inspect the drain berms and emergency spillways. Repair or replace
sod areas if necessary. Fertilize and provide other soil amendments

POST-CONSTRUCTION SWM DETAILS	SCALE
GARRISON FALLS	AS NOTED
AT THE LINKS AT GETTYSBURG A PLANNED COMMUNITY DEVELOPMENT	SHEET NO. 23

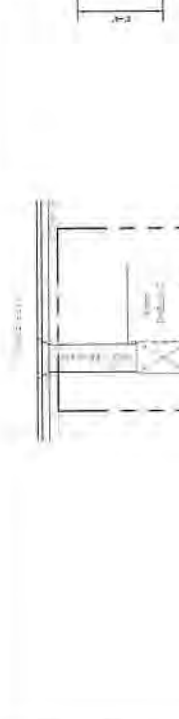
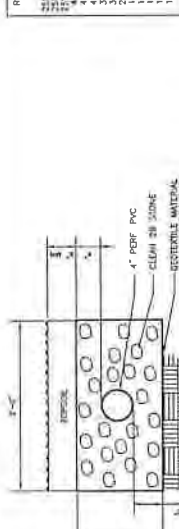
	PLAN PREPARATION	
SUBMIT BY:	WRO	DATE: 10 AUGUST 2005
CHECKED BY:	WRO	FILE NO.: B924
REVIEWER'S NAME:	DR. DEVENAIAH	(SIGNATURE)

CALL BEFORE YOU DIG
PROFESSIONAL ACT 287 REQUIRED
3 working days notice for
confirmation phase and 5 working
days in design stage - your call
guaranteed One Call System, Inc.
1-800-242-1776

	XREFS
BUILDER	FILIPPO
C. TANK PLANT	

NO	DATE	DESCRIPTION
1	03/09/00	PER ORDER & BL
2	04/05/00	NO INVOICE CA

SHARRAH DESIGN GROUP, INC.
Land Surveying & Consulting Services
1270 Fairfield Road, Suite 5
Gettysburg, Pennsylvania 17325-7246
Tel: 717/337-7777 Fax: 717/337-7000



DIVIDUAL LOT GROUNDWATER RECHARGE DEVICE DETAIL

NOT TO SCALE

groundwater recharge devices are sized to easily distribute the required groundwater recharge volume for the entire site utilizing the 17 prescribed sites. For PA 2B Stone assume 40% voids. Apparent must be provided by the licensing engineer to reduce the size or number of devices.

THE UNIVERSITY OF CHICAGO

GROUNDWATER RECHARGE DEVICE
FOR ROOF RUNOFF

FOR ROOF RUNOFF

POST CONSTRUCTION STORMWATER MANAGEMENT

four separate and specific post construction storm water management measures will be employed at this project to accelerate infiltration and

- [illegible]

Exhibit “M”

Propane Gas Distribution Plan



LOT LINE TABLE		
LINE	BEARING	LENGTH
1	S 88° 52' 30" E	1.93

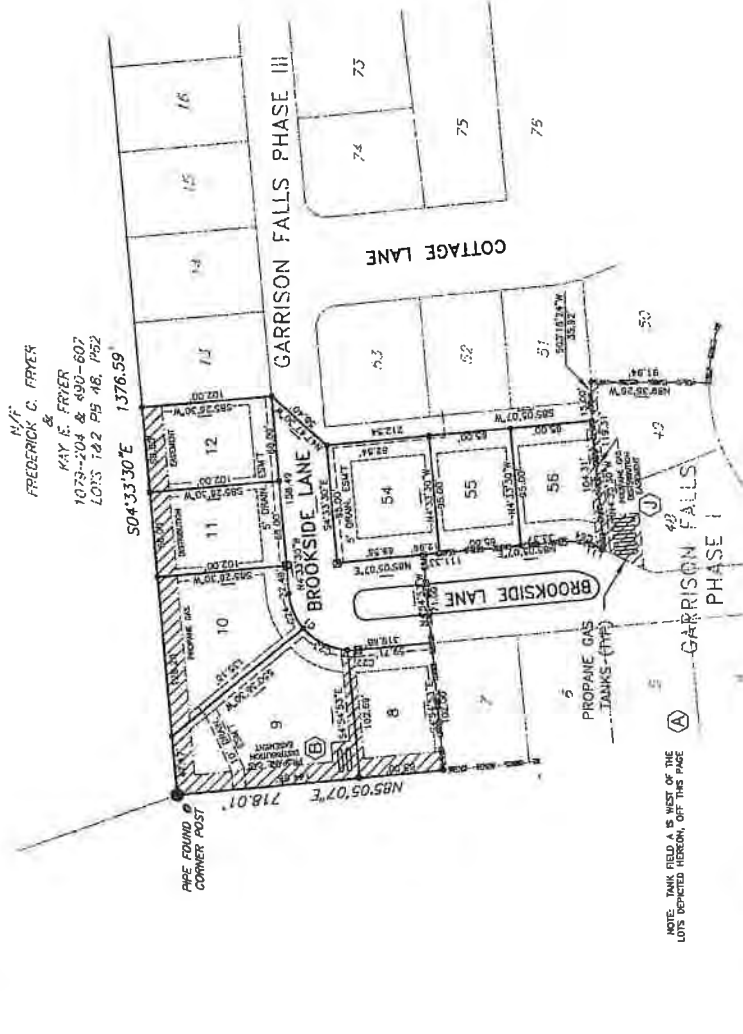
LOT CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD, CHORD DIRECTION
1	23.42	50.00	48° 44' 11" E
2	23.42	50.00	31° 15' 11" W
3	23.42	50.00	61° 40' 11" W
4	23.42	50.00	76° 10' 11" W
5	23.42	50.00	81° 40' 11" W
6	23.42	50.00	86° 10' 11" W
7	23.42	50.00	81° 40' 11" W
8	23.42	50.00	76° 10' 11" W
9	23.42	50.00	61° 40' 11" W
10	23.42	50.00	31° 15' 11" W
11	23.42	50.00	48° 44' 11" E

UNDERGROUND LP TANK SERVICE	
TANK AREA	LOTS SERVED
A	0
B	9 thru 13
	54 thru 58

GENERAL NOTES


SPECIAL NOTES

- 1) The purpose of this Plan is to depict this property gas easements that serve the individual lots in Garrison Falls.
- 2) The lot lines are unit 1/160 acres, as defined in the Declaration of Covenants and restrictions for Garrison Falls At The Linas At Centenary, A Planned Community.
- 3) See the Correlation Fels Phase A Final Plat recorded among the land records of Adams County in Court Book 91, Page 83 for additional information.



GRAPHIC SCALE IN FEET
1" = 60'

PHASE II

 Sharrah Design Group, Inc. Land Surveying & Design		25 Chesapeake Boulevard Gettysburg, PA 17325 Phone: (717) 334-5400 Fax: (717) 334-0922		© copyright 2012	
REVISONS		PLAN PREPARATION		PROpane EASEMENT PLAN	
NO.	DATE	DESCRIPTION	DRAWN BY: DEF	DATE: 23 OCTOBER 2012	SCALE 1"=60' SHEET N 2 OF
			DESIGNED BY: RAS	FILE: 9924	
			CHECKED BY: RAS	DWG. NO: E-869	
			AUTOCAD FILENAME: GAS-ESMT OF II 9924		
GARRISON FALLS AT THE LINKS AT GETTYSBURG A PLANNED GOLF COMMUNITY MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA					

NOTE: TANK FIELDS B AND J ARE NORTH OF THE LOTS INDICATED HEREON. OFF THIS PAGE



V/F
FREDERICK C. FRYER
KAY E. FRYER
1079-204 & 490-407
LOTS 142 PG 46, 162

LINE	TYPE	LENGTH
1	BOUNDARY	1.00
2	BOUNDARY	1.00
3	BOUNDARY	1.00
4	BOUNDARY	1.00
5	BOUNDARY	1.00
6	BOUNDARY	1.00
7	BOUNDARY	1.00
8	BOUNDARY	1.00
9	BOUNDARY	1.00
10	BOUNDARY	1.00

LINE	TYPE	LENGTH
1	BOUNDARY	1.00
2	BOUNDARY	1.00
3	BOUNDARY	1.00
4	BOUNDARY	1.00
5	BOUNDARY	1.00
6	BOUNDARY	1.00
7	BOUNDARY	1.00
8	BOUNDARY	1.00
9	BOUNDARY	1.00
10	BOUNDARY	1.00

TANK AREA	LOTS SERVED
A	13
B	14, 15
C	16, 17
D	18, 19
E	20, 21
F	34, 35
G	36, 37
H	38, 39
I	40, 41
J	42, 43
K	44, 45
L	46, 47
M	48, 49
N	50, 51
O	52, 53
P	54, 55
Q	56, 57
R	58, 59
S	60, 61
T	62, 63
U	64, 65
V	66, 67
W	68, 69
X	70, 71
Y	72, 73
Z	74, 75

GENERAL NOTES

- The purpose of this plan is to depict the proposed gas easements that serve the individual lots in Garrison Falls.
- The lot lines are the 1/4" scale, as defined in the Declaration of Covenants and Restrictions for Garrison Falls At The Links At Gettysburg, A Planned Community.
- See Garrison Falls Phase II Plan filed and recorded in the land records of Adams County in Plat Book 92, Page 97 for additional information.

PHASE III

SHARRAH DESIGN GROUP, INC.		PLAN PREPARATION		PROPANE EASEMENT PLAN		SCALE	
Sharrah Design Group, Inc. Land Surveying & Design 3000 Chambersburg Road Chambersburg, PA 17256 Phone: (717) 334-5400 Fax: (717) 334-9922 © copyright 2012		DRAWN BY: HOB	DATE: 23 OCTOBER 2012	PROPANE EASEMENT PLAN		1" = 60'	
		DESIGNED BY: RAS	FILE: 9924	GARRISON FALLS		SHEET N	
		CHECKED BY: RAS	DWG. NO.: E-869	THE LINKS AT GETTYSBURG		3 OF 3	
		AUTOCAD FILENAME: GAS EASEMENT III 9924		A PLANNED GOLF COMMUNITY			
				MOUNT JOY TOWNSHIP, ADAMS COUNTY, PENNSYLVANIA			

Exhibit “N”

Architectural Guidelines



Garrison Falls Homeowners Association

Architectural Guidelines

4/6/2021

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1. General Information

1.1 OVERVIEW

Garrison Falls at The Links at Gettysburg, the published community covenants, restrictions, rules and regulations were established to ensure protection of:

- The overall appearance of the community
- Our property values

1.1.1 This document is a compilation of the existing rules, regulations, and policies regarding additions, alterations, repairs, landscaping and use of yards in Garrison Falls. The information contained herein is very important and will ensure that we maintain the high quality of our community. The guidelines have been updated to clarify matters that have arisen often or since the guidelines were last issued.

1.1.2 Some of the following guidelines apply only to the publicly viewed spaces; others apply to backyards or all yards. These guidelines may be lengthy but are in an outline format and have a table of contents to facilitate use. Please read and refer to them when you begin thinking about making changes or repairs to your home's exterior or yard. These guidelines are intended to comport with the Public Offering Statement for Garrison Falls at the Links at Gettysburg, A planned Community and the Links at Gettysburg Planned Golf Community (POS).

1.1.3 However, any of the guidelines conflict with the Public Offering Statement (POS), which you received when you purchased your home; the rules of the POS take precedence because it is the legal document governing our community.

1.1.4 If you have any questions, don't hesitate to contact the Architectural Review Committee (ARC). The ARC not only reviews applications but is also willing to work with you to achieve the results you wish to obtain within the framework of this community.

1.2 COMMON AREAS

Maintenance of the common areas of our community that have been deeded to the Garrison Falls Homeowners Association (GFHOA) by the Links at Gettysburg developer is the responsibility of the GFHOA (See Section 5.2 of the Declaration in the POS). The common areas include the islands in the streets, the open space alongside Garrison Falls Drive and adjacent catchment area, the pond and surrounding area south of Bridge Valley Road, and the run behind the lots on the lower portion of Brookside Lane. For a full depiction of the common areas, refer to Appendix B. Nothing may be placed in any common area without the prior written approval of the GFHOA Executive Board. Residents with suggestions for enhancing the appearance or utility of common areas are encouraged to submit them to the Board. For more information on these common areas that have been deeded to the GFHOA, contact one of the Board members.

1.3 PUBLICLY VIEWED SPACES

The publicly viewed space of every residence is the area of each lot visible from the streets. It includes the lawns and yards in front of and on both sides of a house and extends back to the rear property line. The backyards of homes in Garrison Falls that are fully visible from the streets are also considered Publicly Viewed Spaces. Reference POS Declaration Exhibit H.

GFHOA ARC Guidelines

1.4 REQUIREMENT for PRIOR APPROVAL

1.4.1 Because the published rules and regulations cannot anticipate every item or issue that will come up during the life of this community, **a process is in place for review before any resident initiates any alterations, additions or repairs to the exterior of any home or places any objects in yards.** The POS provides that purpose of the review “is to ensure that the overall architectural character and exterior appearance of the Community is maintained.” The ARC was established to carry out this review responsibility, assist homeowners in making applications, and make recommendations to the Executive Board of the GFHOA for conditional or final approval or disapproval.

1.4.2 All alterations, additions, modifications or repairs other than those specifically permitted in this document or the POS require submission of an application to the ARC and receipt of written ARC and/or GFHOA Board approval before any homeowner may initiate work.

1.4.3 The ARC’s guiding principle is that all residents want to maintain the quality and enhance the beauty that led us all to buy homes in The Links. At the same time, individual homeowner initiative and creativity is encouraged to the extent consistent with this guiding principle.

1.4.4. Grandfather Clause: If a homeowner had installed a non-conforming change to the landscape or to the exterior of their home before the effective date of these guidelines, the homeowner is not required to remove the change or to submit an ARC application request. The homeowner is encouraged, however, to adapt the change to conform to these guidelines to the extent practicable. If the change needs replacement, the change should conform to the guidelines.

1.5 APPLICATION PROCESS and CONSIDERATIONS

1.5.1 Changes to the exterior of your home or yard require approval except as noted herein. There are two basic rules of thumb: (1) if you want to change, add or repair/replace anything on the exterior of your home, you must submit an application; and (2) do not initiate any project before you receive written ARC approval.

1.5.2 Consult the ARC for assistance while developing the proposal you want to be approved. If all necessary information is provided up front, the review process can move quickly and smoothly.

1.5.3 The ARC application form was developed to help you provide all necessary information at the outset. The application form is available from members of the Garrison Falls Executive Board, ARC Members or on our Garrison Falls Web Site (<http://www.linkshoa.org/garrison-falls-hoa-info>). Reference Appendix D.

1.5.4 The application must be accompanied by an annotated copy of the plat of your property delineating the location of the proposed addition or alteration. You should have received a copy of the plat when you purchased your property where applicable.

1.5.5 Please submit your ARC request forms to all ARC committee members. See Appendix D for contact information for current ARC Committee members.

1.5.6 Although the rules and regulations of this community specify that the review and approval process must be completed no later than sixty (60) days from receipt of an application, both the ARC and GFHOA

GFHOA ARC Guidelines

Board of Directors will make every effort to expedite the process. Some reviews may require a site visit, and you will be notified if that needs to occur.

1.5.7 You will be notified in writing of the decision on your application by the Garrison Falls Architectural Committee. If the homeowner does not agree with the decision made by the ARC Committee, the homeowner has the option to appeal to the Garrison Falls Homeowners Association Board. Please submit all appeals in writing to the GFHOA Board

1.5.8 Approved projects must be completed with six (6) months from the date of approval. If the project requires more time, request an extension from the ARC with an explanation of the circumstances that necessitate the additional time.

1.5.9 If your project changes submit another application to obtain prior approval for the part of your project that has changed.

1.5.10 Before you start a project, you must obtain all applicable permits and/or variances from Mt. Joy Township and Adams County if applicable. You may also need to identify the location of gas, electric and water lines (Call 811). Ensure that your project adheres to property boundaries and that GFHOA Vice President is contacted for any sprinkler system changes or adjustments.

1.5.11 Applications seeking reasonable exceptions to the ARC rules that pertain to the exterior appearance of an owner's home and property shall be submitted and will be considered on a case-by-case basis.

2. House/Exterior Structural Improvements and Modifications

2.1 ROOF REPLACEMENT, GUTTER and SOLAR Energy System

You must submit an application and obtain ARC approval.

2.1.1 Roof Replacement: No ARC approval is required if replacement is identical to the existing roof. Repair or replacement is to be made with architectural shingles consistent with the color and visual appeal of the current roof. No other colors, shingle types or roofing material are allowed other than those stipulated under Solar Energy.

2.1.2 Gutter Replacement: No ARC approval is required if gutter replacement is identical to the existing gutters. Repair or replacement is to be made with architectural gutters consistent with the color and visual appeal of the current roof. No other colors are allowed.

2.1.3 Solar Energy System: The definition of GFHOA Solar Energy System is a system consisting of panels/shingle integrated roof-mounted solar panels/shingles, solar-related equipment, and accessory structures, including, but not limited to, light reflectors and concentrators, and used to capture solar energy, convert it to electrical energy and supply the converted electrical for site and off-site use (s). Off-site use refers to selling back to the electric company.

2.1.3.1 Solar Panels/Shingles: That part or portion of a solar energy system containing one or more receptive cells or modules (i.e., building-attached photovoltaic "shingles", the purpose of which is to convert solar energy for power).

GFHOA ARC Guidelines

2.1.3.2 Solar Related Equipment: Solar photovoltaic cell, module, panels/shingles or array, lines, batteries and other structural foundations.

Solar Energy system must be installed by a licensed electrician.

An Adams County Permit or Mount Joy Township permit may be required for the installation of such device and ancillary equipment. Owner is entirely and solely responsible for knowing what permits may be required, and obtaining any such permits before installation begins.

A diagram "drawn to scale" by the licensed contractor installing the system showing where the system will be installed; and should clearly show all elevations, assembly, the attachment to the roof structure. Details that apply to the specific installation (panels/shingles, attachments, etc.) shall also be provided and additional application exhibits and/or approvals may be required. The aesthetics of conduit or wiring from each solar cell that will connect to the home's service shingle and outside electric meter will be taken into consideration.

Photographs of the roof area are required where the solar collector array will be mounted.

Materials to be used and/or manufacturer's description of the solar collector system, photographs and/or pictures of the system and color of the system will be required.

2.1.3.3 Installation Guidelines:

Solar Panels/Shingle system (i.e., building-attached photovoltaic "panels/shingles, tiles or thin-film laminates") is only authorized on the roof.

Flush mounted (i.e., the plain of the array is parallel to the roof and installed directly to the roof deck) are required or solar panels/shingles should be an integrated part of the roof design and mounted directly to the roof deck and should be flush with the slope of the roof.

Tilted, raised or rack mounted solar panels/shingles are not authorized. However, the GFHOA and/or Board of Directors may grant a waiver/exception for tilted or raised solar panels/shingles on a roof facing away from the street by exception only if homeowner provides clear, convincing evidence that this is the only means of receiving solar collection without significantly increasing the cost or significantly reducing the efficiency of the solar collector system.

Glare: Any glass, plastic or metal panels/shingles must not produce glare that is visible from the street or any neighboring home.

All components of the solar collector system should be integrated into the design of the home. The color of the solar collector system components should generally conform to the color of the roof shingles to the maximum extent practical. Solar "shingles" that mimic the look of a composite shingle are acceptable, but should match the color of the current roof shingles as much as practical.

The highest point of all solar collector panels/shingles must be lower than the ridge of the roof where it is attached.

Electrical connections will be located directly under and/or within the perimeter of the panels/shingles and obscured from external view.

Free standing solar systems/ground mounted shingles in the yard are not authorized.

GFHOA ARC Guidelines

The solar energy system shall at all times be maintained and kept in good working order and repair.

Homeowners are urged to check with their home builder or insurance company prior to installation of devices for how such installation may impact their roof warranty or other aspects of their structure.

2.2 AWNINGS, CANOPIES, and SHUTTERS

You must submit an application and obtain ARC approval.

If you wish to add awnings, canopies, or shutters to your home, you must submit an application and obtain written approval before you may begin.

2.3 GLASS and WINDOWS

You must submit an application and obtain ARC approval.

2.3.1 Window replacement must be consistent the exact style of existing windows. Energy efficient windows are allowed, but must be consistent with existing window style of the home.

2.3.2 If you wish to add Stained Glass to a window in front of your home or to any other window that is in publicly viewed space you must first submit an ARC request for approval. A proposal for stained glass should be for a small, fixed window, and the design should be subdued in nature and color and generally comports with the community environment and standards.

2.4 DOORS - EXTERIOR and STORM

You must submit an application and obtain ARC approval.

2.4.1 Install or replace any exterior door.

Change the color of any exterior door. Only approved colors may be used. See Appendix A.2, A.3 and A.4.

2.4.2 The only type of storm door that may be installed is the full view variety to include screens.

The storm door frame and trim around the glass pane and screen trim (full view) must be painted to match the existing exterior door or exterior trim around the existing door.

Clear glass with minimal etching of the glass along the perimeter of the door glass, no wider than 3 inches, is permitted on a storm door.

2.5 FOUNDATIONS – STUCCO and STONework

You must submit an application and obtain ARC approval.

The stone work, stucco, must match the existing stonework or stucco on your home.

If the work is not done correctly, you may void the warranty on the exterior of your home. See your homeowner warranty documents.

2.6 DOWNSPOUTS, SPLASH BLOCKS, and EXTENSION PIPES

You must submit an application and obtain ARC approval.

GFHOA ARC Guidelines

2.6.1 All downspouts should empty onto a concrete splash block, only one splash block for each downspout. To properly divert water, splash blocks must face away from the foundation.

2.6.2 If it is necessary to divert water farther away from the foundation that cannot be accomplished with a splash block, use only a plastic extension pipe that connects directly to the downspout. The extension pipe must be brown in color and lay entirely in the mulched bed.

2.6.3 If you need further work to divert water away from the foundation, e.g., burying pipes underground, you must submit an application and obtain written approval before you begin. Buried pipes must drain to the existing contours and grading of the lot, and under no circumstances can they drain directly onto an adjoining property.

2.6.4 Underground Utilities: The homeowner MUST verify the location of the underground utilities on the property before installing the water diversion pipes (call 811).

2.7 PATIOS, PORCHES and DECKS

You must submit an application and obtain ARC approval.

2.7.1 You must submit an application and obtain written approval before you add, repair, or in any way alter any patio, porch, or deck. Repairs to maintain existing structure from its original condition do require approval

2.7.2 Patios are simple, flat, hard surfaces made from concrete, brick or stone and supported by the ground itself.

2.7.3 Decks are attached to the house, are not screened or glassed in, and do not have a roof. They are surrounded by a vinyl railing system, may have a stairway leading to the ground and are supported by posts and beams.

2.7.4 Porches are attached structures that are outside the heated area of a house, are screened or glass enclosed and have a roof. These structures typically are supported by posts and beams and have air space underneath.

2.7.5 Both porches and decks usually have a flooring system that is composed of manufactured boards made from a composite of wood and plastic byproducts typically referred to by the brand name TREX. Porches at ground level may also have stamped concrete flooring. Porch and deck surfaces made from TREX or TREX-like materials come with the color manufactured into it; that color may fade. Submit a request for prior approval to:

2.7.6 ARC approval is required to restore and/or change the color of the deck, fascia boards railings.

2.7.7 Requirements for supporting vertical posts on porches and decks:

Those over two feet high must be clad in stone.

Those less than two feet high and made of wood may be exposed.

Replacement posts must be the same size and shape and made of the same materials as the original posts.

GFHOA ARC Guidelines

For use of lattice, shrubbery, or any other method to hide vertical posts, you must submit an ARC application and receive approval prior to installation.

2.7.8 Requirements for other components of porches and decks:

ARC approval is required to restore or change stringers (the boards that carry stair treads from the porch/deck to the ground).

Stringers and band boards (visible boards under the porch/deck that are nailed to the outer ends of the floor joists) may be covered with cladding, subject to submission and approval of an ARC application. The only material that may be approved for cladding is material of the same color as the house fascia boards, and made of manufactured lumber, aluminum, composite, or vinyl no more than 5/8" thick.

Railings may not be altered or re-colored. All railings in the community must be of the color provided by the builder.

2.7.9 Patios, porches and decks may not be used:

- As storage areas for toys, bikes, garden supplies and equipment, large, bulky items or any item not related to ordinary use of the space.
- For hanging laundry, clothing, rugs, or other items.

2.7.10 Shades, curtains and blinds in porches must comply with the POS provision that specifies that only white or off-white-backed draperies, curtains or blinds, or natural wood color blinds, may be used.

2.8 FENCING

You must submit an application and obtain ARC approval.

2.8.1 You must submit an application and obtain written approval before beginning construction of fences in your backyard.

- Site Plan – a copy of the homeowner's site plan showing the property lines, the house and any existing fences
- Photograph (s) – a drawing or photograph of the fence design
- Description – Information regarding the fence dimensions, materials and color.
- Signature – the signature of the contiguous residential property owner(s) for any proposed fencing on a shared property line, indicating that the homeowner does not object to the construction of the common fence.

2.8.2 Fencing should be rendered as unobtrusive as possible, to minimize its visual impact on the open character of the Garrison Falls community. Approved fencing is open style property fencing that is compatible with its surroundings and minimizes the visual and physical impact on the environment of the community and neighboring properties. Invisible fencing is permitted (i.e., an underground electronic fence with no visible elements). NOTE: Residents are required to set invisible fences back from property lines in consideration of neighbors and user of adjacent common areas. NO solid or semi-solid style fencing or chain link fencing is permitted in Garrison Falls.

2.8.3 Fencing Location: Fencing is permitted only in backyards in Garrison Falls. Fences are not permitted in front and side yards. The proposed fence must be located in the backyard and be placed so

GFHOA ARC Guidelines

that it is no closer to the side property lines than the rear corners of the house. The fence shall not extend farther forward than the rear corners of the house. The fence may extend to the rear property line. If any portion of the proposed fence follows a rear property line shared with another residential property your contiguous neighbor must not object to the construction of the common fence, as demonstrated by signing the written request. If the contiguous neighbor objects to the "common fence" you must set back the fence from the property line by 10 feet.

2.8.4 Homeowners are responsible for all lawn maintenance within the fence enclosure to include but not limited to grass cutting, leaf removal, edging, trimming, and chemical application.

2.8.5 Open Style Fence Design: The fence is:

- An ornamental fence with vertical pickets
- Color black No more than 48 inches high
- Constructed of one of the following materials: Aluminum, Wrought Iron

2.8.6 Open styles of fencing should be installed to slope with the grade. All vertical members must be straight and plumb, and horizontal members must be parallel with one another and with the ground.

2.8.7 The gate(s):

- Are single gate(s), or double, at the same height as the fence and
- Match the design and construction of the fence
- May have either a flat, level top, with the pickets cut flat and square, or a rounded top, with the pickets cut to the shape of the curve.

As previously stated, gates MUST match the design and construction of the fence; in some cases an ornamental gate of distinctive design, may be approved but it should be harmonious with the fence style.

2.8.8 The post caps are to be one of the following styles:

- Pyramid
- Ball
- Pineapple
- Bullet

2.8.9 The pickets are to be constructed with the finished side out; and designed with simple flat or pointed tops of consistent height. Finials may be flat, pyramid, bullet, spade, trident, or ball tip configurations. Fencing relative to common property (including underground electric fencing) may NOT extend onto common property.

2.8.10 Underground Utilities: The homeowner MUST verify the location of the underground utilities on the property before installing the fence (call 811).

2.8.11. Fences should be located to avoid removing existing trees or other significant vegetation. In some cases, additional plant material may be required to screen, or soften the appearance of the proposed fence.

2.8.12 No wire mesh is permitted inside or outside proposed fencing.

2.9 SATELLITE DISHES

You do not need to submit an application for written approval of a satellite dish because GFHOA Covenants and Restrictions allow them for receiving radio or television signals. Attach it to the house, if possible. If you cannot do so, place it in a mulched area on the side or rear of your property.

2.10 AIR CONDITIONERS, COMPRESSORS and GENERATORS

You must submit an application and obtain ARC approval.

2.10.1 If you wish to add or replace an additional air conditioner, compressor unit or generator, you must submit an application to the Architectural Review Committee and obtain prior written approval before taking any action.

2.10.2 Generators must be placed on a pad according to manufacturer's specifications. Generators should be installed in the rear of a home. The decibel level of generators must be below 70 db.

- Generators must be placed on a pad according to manufacturer's specifications
- Generators should be installed in the rear of a home
- The decibel level of generators must be below 70 db.
- A screen should be installed around the generator consisting of shrubbery.
- Location of the generator will be considered on a case by case basis.

2.11 RAMPS and RAILINGS

You must submit an application and obtain ARC approval.

Modifications for Disabled Residents: It is the policy of the Architectural Review Committee and the GFHOA Executive Board to permit homeowners to modify entry ways to provide for the safety and comfort of residents who are disabled. These modifications, such as black metal handrails and ramps should be made in a manner that is consistent with the overall décor and appearance of the exterior of the home. The homeowner is responsible for obtaining applicable permits.

2.12 Underground Utilities:

The homeowner MUST verify the location of the underground utilities on the property before installing any approved project that involves digging (call 811).

3. Lawn and Garden Improvements and Modifications

3.1 STRUCTURES

You must submit an application and obtain ARC approval.

3.1.1 The homeowner must submit an ARC application and obtain written approval before beginning construction of arbors, trellises, hot tubs, fire pits, and decorative items such as: wishing wells, windmills, gazebos, lighthouses, any type of water feature, etc.

3.1.2 Swing sets and other playground equipment, including bicycles, may not be placed or stored outside of your home. The Tot Lot is available behind the swimming pool for your children or grandchildren.

3.1.3 Bird Baths and Fountains

GFHOA ARC Guidelines

Bird baths, bird houses, bird feeders and fountains are not permitted in publicly viewed spaces. They are permitted in backyards not considered Publicly Viewed Spaces

3.2 SUPPLIES

GARDEN HOSES, EQUIPMENT, and SUPPLIES

Store garden hoses, containers holding garden hoses, and gardening supplies and equipment so that they are not visible from Publicly Viewed Spaces. Options for storing garden hoses, in or out of containers, include placing them behind shrubbery, in the garage or in the backyard. Bags of mulch, potting soil, seeds and other garden products and garden equipment may not be stored in yards, driveways, or under decks and porches (unless shielded from view by approved privacy screening).

3.3 EXTERIOR DECORATIONS

You must submit an application and obtain ARC approval, except as noted in this section

Decorations of any type are not permitted on lawns in Publicly Viewed Spaces with the exception of those noted in section 3.3.2. Items prohibited from lawns include but are not limited to: animal or other figures, banners, barrels, flower pots, furniture, inflatable objects, lanterns, planters, seasonal or other displays, and statuary.

Decorations in the mulch area of Publicly Viewed Spaces must be no larger than 20" X 30" measured from the ground with subdued colors and, to the extent practicable, materials found in nature. The general guidelines for decorations in the mulched area must also be consistent with the overall appearance of the neighborhood, architecture of the house and scale of the mulch area in which they are placed. See subsequent paragraphs for recommended decorations. Other decorative items commonly found in gardens, similar in nature to these examples, may also be placed in these areas provided that they comport with the guidance in this paragraph and with other pertinent parts of these Guidelines.

3.3.1 Banners, Flags and Flagpoles:

You do not need to submit an application for prior approval to display one of the following in a mulched area: 1 small garden banner, i.e., a piece of cloth that hangs long side vertically, is no larger than 12" x 18".

You may display the standard size American Flag, i.e., 3'x5', only by hanging it from a bracket affixed to your house. In addition to the American Flag, Homeowners are allowed to display one standard size United States Military (Army, Navy, Air Force, Marines, or Coast Guard) flag on the exterior of a home. No other flags or banners may be hung from the exterior of any home.

In-ground flagpoles are not permitted.

3.3.2 Seasonal Displays

You do not need prior approval to display:

- Appropriate Christmas and similar holiday decorations, including decorative lights. **These decorations may be displayed on home exteriors, in lawns or in mulch beds in publicly viewed spaces from Thanksgiving until January 15 of the next year.**

GFHOA ARC Guidelines

- **"Appropriate" means consistent with traditional Christmas (or other holiday) themes. Decorations on lawns are limited to one static, silent display. Inflatable Santa Clauses, animals or other items and large signs are prohibited.** (A set of deer is one display, and a manger scene is one display etc.)
- Decorations for holidays at other times of the year, such as Independence Day, Halloween and Thanksgiving. **These decorations may be displayed only in the mulch beds ten (10) days before the holiday and five (5) days after the holiday.**

3.3.3 Signs and Inflatable Displays:

You do not need to submit an application for prior approval to display:

Signs: A "For Sale," "For Rent" or "For Lease" sign, window display, and/or advertising in or near your home. Signs must be placed in windows or mulched areas, be no larger than twenty (20) by thirty (30) inches.

Political signs may be placed in windows on the inside of your house and only for two (2) weeks before an upcoming election. They must be no larger than twenty (20) by thirty (30) inches. They must be removed as soon as the election is over.

All other types of signs are subject to ARC review.

Inflatable displays are not permitted.

3.3.4 Solar and Other Outdoor Lighting

In general, outdoor lights are not encouraged because the community is already well lit, and the amount of ambient light is ample. The two types of additional lighting permitted are: solar and low intensity. You must submit an application and obtain written approval before installing any type of outdoor lighting.

Before adding or modifying deck railings to add solar caps which emit light after dark, you must submit an application and obtain written approval.

The fixtures must be:

- Compatible with the house; in a neutral finish; installed in existing mulched beds; and on a circuit that enables them to be turned off automatically before midnight.
- The color emitted by the lights must be yellow or white.
- The light must be directed at the lower portion of the house.
- Use of Light Emitting Diode (LED) lights is permitted. LED light of the appropriate wattage and other specifications may be approved provided they are consistent with the previously approved low voltage lights currently used in the community. LED light must be no more than 4 watts (this is equivalent to 20 incandescent watts). Color must be between 2700K and 3000K and lumens may not exceed 400. Also, the installation of the lights must meet code requirements in terms of wiring, connecting the lights with lamp cord is not permitted. Wires must be buried; the wire used should be installed in conduit or should be underground rated type cable. It is strongly advised that the installation be done by a licensed electrician. In addition, lights that are used as accent light to wash the front of the house must be installed behind bushes. They may only be

GFHOA ARC Guidelines

used to wash the lower half of the first story of the house and they may not shine on the porch, and on a circuit that enables them to be turned off automatically before midnight.

- All accent lighting must be in the mulched areas.

3.4 LANDSCAPING

You must submit an application and obtain ARC approval.

3.4.1 Overview: For purposes of these guidelines, the definition of landscaping refers to any activity that modifies the visible features of an area of land.

The landscaping in the front and side of houses, which was provided by the builder, is guaranteed for one year from date of settlement. If a bush or shrub dies during your warranty period, contact the builder or the builder's subcontractor for replacement of that plant. After the first year, the homeowner is responsible for replacing any dead plants on your property. Remove them in a timely manner, and replace them with the same or similar plants, growing to the same height and width as the original plant.

You must submit an application and obtain written approval, before:

- Adding to or altering your landscaping.
- Planting a replacement that is not the same as or similar in size and shape to the original plant.

In managing your landscaping or submitting change request, note that:

- The only allowable color of mulch is brown
- Invasive plantings are not encouraged. Plants are reviewed by the ARC committee and will be approved on a case by case basis. For a list of invasive plants, see <http://www.dcnr.pa.gov/Conservation/WildPlants/InvasivePlants/Pages/default.aspx>

3.4.2 Trees: Replacement tree should be of a type that is slow to moderate growing with a maximum mature height of 25 to 30 feet tall. Additionally, to conform to the community, the tree in front of your house should be a flowering or ornamental type. The ARC committee uses: <http://www.missouribotanicalgarden.org/plantfinder/plantfindersearch.aspx> as a reference. This site is recommended by the Pennsylvania Horticultural Society.

Your application must include specific information about plants, including the botanical name, especially those that are not common varieties, for example, height and width at full growth.

Plantings may not encroach on adjacent lots or common areas. Therefore, allow enough space between your plant beds and your lot lines to:

Enable you to maintain your plantings while staying within your own lot.

Allow room for the lawn service mowers to operate between the plantings.

Trees that may grow to be excessively large or have root systems which are close to the surface and will impact water pipes and/or grass are not permitted. If any damage occurs to property during your project, you are responsible for repairing it, i.e., returning it to its original condition, in a timely manner. This includes damage to your property, your neighbors' properties, the common areas, and damage to the irrigation system.

GFHOA ARC Guidelines

3.4.3 Flowers

You do not need to submit an application for prior approval when you:

- Plant perennial and annual flowers in the existing mulched beds using regional flora typical to this area.
- Use artificial flowers and plants on your front porch as part of a cold weather or seasonal display.
- You must submit an application and obtain written approval before you:
 - Enlarge or add the mulched beds/planting areas initially installed.
 - Planting vegetables is not permitted in front and side yards or backyards which are Publicly Viewed spaces. Garden plots are available annually at another location; contact the ARC for information.

3.4.4 Planters

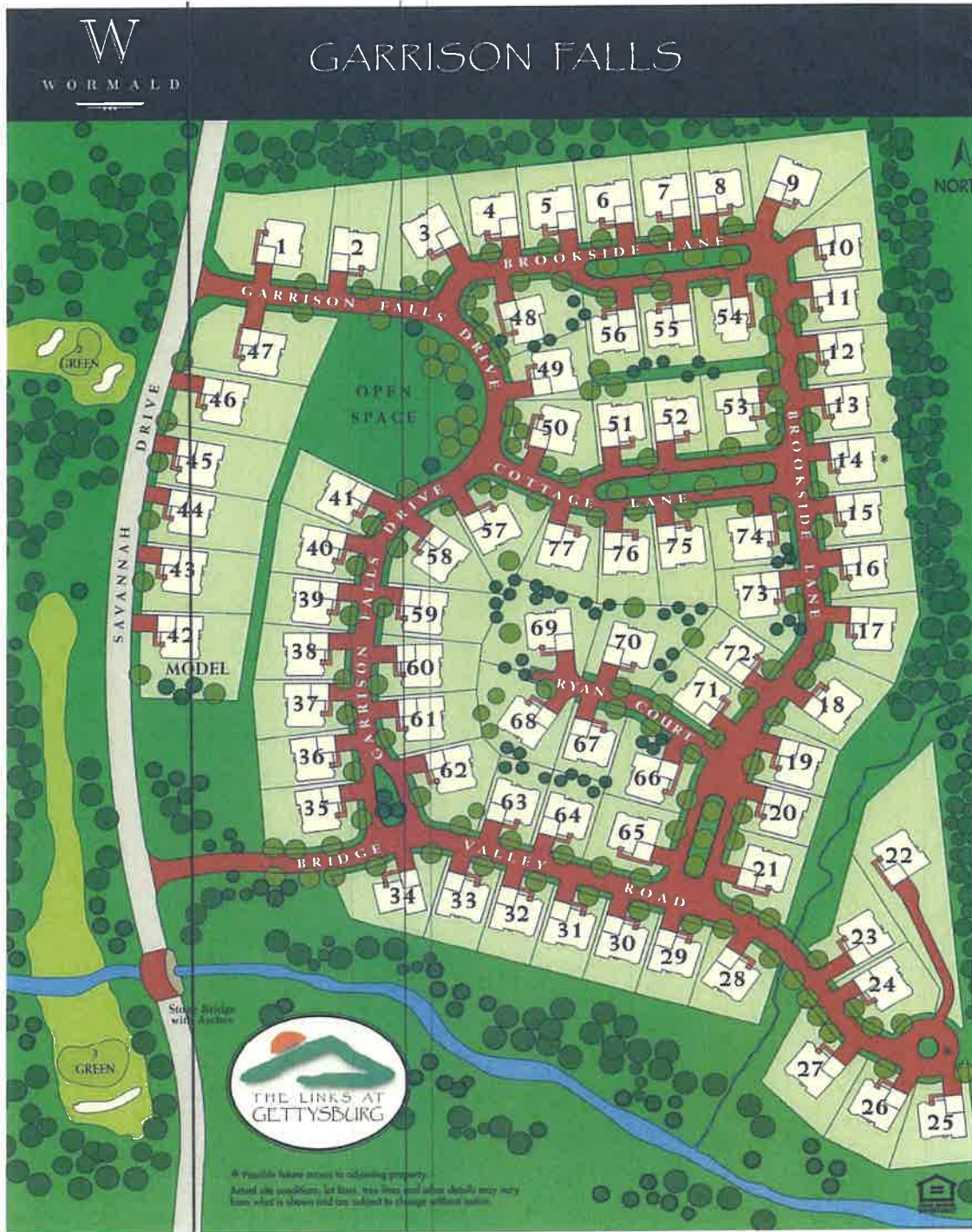
You do not need to request prior approval to place appropriate planters with live flowers, small shrubs or small trees in mulched beds, lead walks and on driveways between garage doors.

The planters:

- Must be modest in size and compatible with both the existing color and architecture of the house as well as the scale of the beds.
- Must be containers (i.e., boxes, pots, or urns) made for the purpose of containing plants
- May not include such items as: birdbaths, fountains, wagons, wheelbarrows, bicycles, or other decorative items that have been adapted for plantings
- Must be removed and stored out of sight when they no longer contain live plants.

Appendix A – Garrison Falls Homes and Plat Information

A.1 Garrison Falls Plat



A.2 Wormald Homes - Approved Colors

Exterior Door and Shutter Colors

McCormick Paint #s

The following colors or equivalent are the approved Wormald Homes Colors (Please note that some colors may have been discontinued and equivalent closest colors will be accepted):

453 Marble Ice

216 Hearthstone

217 Farmhouse Red

449 Chesapeake

Black

480 Persian Plum

448 Fells Point Blue

478 Valley Green

119 Newport

225 Old Colonial Red

473 Mauvewood

224 Deep Forest Brown

202 Foxhall Green

117 Fawn

108 Wheat

223 Old Carriage Brown

GFHOA ARC Guidelines

A.3 High Performance - Approved Colors

The following colors or equivalent are the approved High Performance Homes Colors (Please note that some colors may have been discontinued and equivalent closest colors will be accepted)

- Stucco: Dryvit, all fall into an off-white, almond, gray neutral tones
 - 102 Brite White
 - 106 Pearl Ash
 - 133 Driftwood
 - 614 Smoke Signal
 - 113 Amarillo White
 - 456 Oyster Shell
 - 387A Pancake
 - 613B Overcast
- Roof:
 - Weatherwood
- Gutter/soffits:
 - Gray, Black or Sandtone
- Garage doors: Amarr Classica Santiago with Seine Windows, color choices are-
 - Wicker Tan
 - Almond
 - Sandtone
 - Terratone
 - Dark Brown

Note: Stained doors would be an upgrade

- Windows: Andersen 100 product unless upgraded
 - Sandtone
 - Terratone
 - Dark Bronze
 - Cocoa Bean
- Painted trim colors: Colors would coordinate same family with gutter selection or garage door selection. Some colors we have used so far are Sherwin Williams:
 - Iron Ore
 - Black Magic
 - Utterly Beige
 - Perfectly Greige

GFHOA ARC Guidelines

A.4 Keystone - Approved Colors:

The following colors or equivalent are the approved Keystone Homes Colors (Please note that some colors may have been discontinued and equivalent closest colors will be accepted)

Keystone currently uses Sherwin Williams paint.

Painted exterior trim is color matched to our Aluminum soffit and fascia by Ply Gem.

- Exterior Trim #1 – Pebblestone Clay
- Exterior Trim #2 – Desert Sand

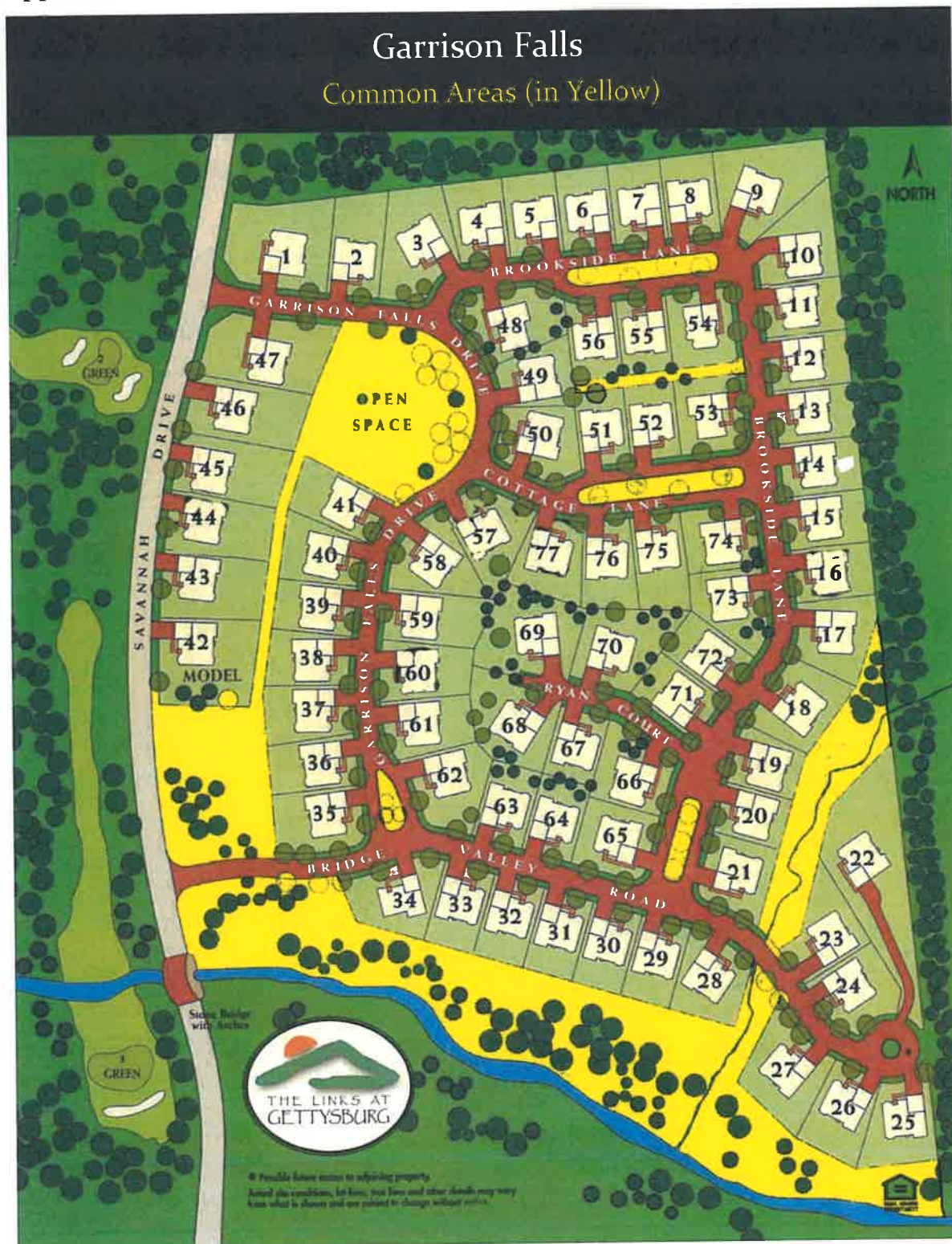
Painted front doors are matched to Mid America Shutter colors:

- Black
- Clay
- Federal Brown
- Tuxedo Gray
- Midnight Green
- Midnight Blue
- Bordeaux
- Musket Brown
- Colonial Green

We use Minwax finishes for our stained front doors

- Antique Maple
- Brazilian Rosewood
- Cherrywood
- Mahogany
- Aged Oak
- Walnut

Appendix B – Garrison Falls Common Areas



Appendix C –Architectural Submission Form

GARRISON FALLS at The Links at Gettysburg

Request for Approval to Improve

April 2021

HOMEOWNER(S)' NAME: _____

STREET ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

E-Mail: _____

CONTRACTOR NAME: _____

A. PROPOSED EXTERIOR CHANGE

Outline, in detail, the proposed improvement, alteration or change, including size(s), color(s), materials (brands, if applicable), and location, and attach the information listed in Section B. Submit a separate form for each type of change being requested.

B. INFORMATION REQUIRED TO SUPPORT THIS PROPOSAL

Please complete the application carefully; an incomplete application will be returned and could delay the process. Consult an ARC committee member for questions, concerns or recommendations.

Attach the following with this application:

1. A sketch or other illustration of the proposed improvement(s) as it will appear when completed. This may include drawings, clippings, photos or other illustrative materials to show the colors, materials, or products that will be used.
2. A copy of the approved plat of the survey of your property, which you received at or about the time of settlement, annotated to show the location of the proposed changes/additions.
3. Specifics as to the mature size of any trees proposed (full-grown height/width) and names/types of any perennials that is not native to this area or of unusual size.

Note: no invasive species are permitted.

C. PROPOSED STARTING DATE: _____

GFHOA ARC Guidelines

No project may begin without prior written approval. Although GFHOA regulations require that you be notified within 60 days of receipt of this application, we make every effort to complete review and approval much sooner. If starting date is critical, please note that in your application.

Approval does not relieve you of the need to: observe all local zoning ordinances; meet all applicable legal requirements; and abide by the rules and regulations of this community. You must contact Mt. Joy Township and Adams County directly to obtain any and all applicable building permits and variances required.

In addition to obtaining ARC approval and meeting local jurisdictions requirements, you may need to identify the location of utility lines by calling (811) and contacting. The Links Landscape supervisor, John Long to identify the underground sprinkler system before you start. You must also allow time to relocate any sprinklers affected by your project. Alterations to sprinklers must be made/approved by The Links at Gettysburg and done at homeowner's expense.

ARC Approval does not assume responsibility for the safety, construction, operation, maintenance, or any accidental injury or claim that may arise from the change or use of this improvement.

D. ANTICIPATED COMPLETION DATE: _____

E. APPLICANT(S) SIGNATURE(S)

I (We) understand the rules concerning the proposed improvement. This improvement in no way encroaches on any neighbor's property, Homeowners' Association common areas, or public utility. I (We) hereby agree to provide a copy of any occupancy permits issued by the appropriate governing bodies to the Association upon request. I (We) further agree that, if any portion of the Association's property is disturbed, I (We) am (are) responsible for restoring the common elements to original or better condition(s).

SIGNATURE _____ DATE: _____

SIGNATURE _____ DATE: _____

(Neighbor's Signature) (Fencing Only)

SIGNATURE _____ DATE: _____

Appendix D – List of Architectural Committee Members (April 2021)

SUBMIT COMPLETED APPLICATION and attachments to one of the following Architectural Review Committee Members:

Bob Elhers

9 Cottage Lane

Gettysburg, PA 17325

rehlers44@gmail.com

Bill Epley

90 Brookside Lane

Gettysburg, PA 17325

wepley@gmail.com

Georgette Gut

40 Brookside Lane

Gettysburg, PA 17325

tigstar54@aol.com

Pat Koziski

58 Brookside Lane

Gettysburg, PA 17325

mikepatkoz@gmail.com

Facilitator:

Mary Thompson

4 Cottage Lane

Gettysburg, PA 17325

wlthompson2@verizon.net

EXHIBIT O

2022 Membership Plans for The Links at Gettysburg



The Links at Gettysburg

601 Mason Dixon Road, Gettysburg, PA 17325

(717) 359 - 8000

Dear Prospective Member,

Thank you for your interest in The Links at Gettysburg, an upscale championship golf course nestled amongst the rolling hills of the Pennsylvania countryside. Located just south of downtown Gettysburg, The Links at Gettysburg offers one of the most beautiful settings in the Mid-Atlantic.

The pristine conditions, large undulating greens, dramatic red rock cliffs and beautiful scenery form some of the most memorable holes you will ever play. The 7,069 yard par 72 is a supreme challenge and a rewarding experience every golfer should have.

As a member of The Links at Gettysburg, you will always receive the highest level of customer service not found anywhere else. You also get exclusive deals at all of our Raspberry Golf Trail courses, which add to the value of a membership with The Links at Gettysburg.

Please stop by the Pro Shop and talk to one of our membership specialists about joining The Links at Gettysburg.

We look forward to seeing you on the links!

Sincerely,

The Links at Gettysburg



2022 Membership Plans

Blue-Grey:

Initiation Fee: (Refundable)	\$7,000.00
Single Monthly Dues:	\$245.00/mo.
Family Monthly Dues: (includes dependents living at home/college):	\$285.00/mo
<ul style="list-style-type: none">• One complimentary guest per month for single, two complimentary guests per month for family• 25% Merchandise discount, 15% on Hard Good items• Membership Welcome Package Including etched beer glass with member name, golf cap and custom Titleist golf bag with member name and club logo	

Annual Pass Membership Offerings

Our Annual Pass Memberships are valid for the calendar year. Pass benefits begin from the date of purchase and will expire on December 31st of 2022.

Premier Anytime:

Single:	\$3600.00
Family Two (same household):	\$4250.00

Premier Anytime Senior (55+)/Young Professional (35 and under):

Single:	\$3150.00
Family Two (same household):	\$3,800.00

Select Weekday: (Mon-Fri anytime; Sat, Sun, Hol after 1pm)

Single:	\$3050.00
Family Two (same household):	\$3,700.00

Select Weekday Senior (55+)/Young Professional (35 & under): (Mon-Fri anytime; Sat, Sun, Hol after 1pm)

Single:	\$2375.00
Family Two (same household):	\$3025.00

Junior (17 and younger): \$675.00

- Mon-Fri anytime. Must be accompanied by adult, in cart, Sat/Sun/Hol before 1 PM
- Guest discounts are not available, cart not included
- Parental release form required. Charging privileges permitted with release form

Annual Practice Area Pass: \$500.00

- Please note, practice areas (Range and Short Game Area) are subject to seasonal/weather closings
- Use of Driving Range and Short Game Areas
- One complimentary 18-hole round, with cart, during the year of membership after 1 PM
- 10% off Golf prevailing rate before 4pm Mon-Thurs

Benefits of Year-Round Golfing Memberships

- Waiver of greens fees and cart fees
- Usage of range and practice areas
- 18-day advance tee times (general public-14 days)
- 15% discount on non-sale merchandise in Pro Shop unless noted otherwise
- Preferred beer pricing on draft, cans and 6-packs
- 10% discount on food at the Red Rock Grille (excludes specials and alcohol)
- 20% discount on standard rate for up to 3 guests before 4 PM
- Discount pricing on TLAG in-house golf events
- Reduced rates at other Raspberry Golf Management Facilities and Trail Courses
- Waived greens fees to Links League and Club Championship
- The Links Membership Advantage program - applicable to Blue-Grey, Premier and Select memberships.
- Charging privileges with all membership plans



The Links at Gettysburg Application

(Please print or type)

Check type of membership desired:

DATE:

_____ Blue-Grey Single Anytime

_____ Blue-Grey Family Anytime

_____ Premier Anytime Single

_____ Premier Anytime Family

_____ Premier Anytime PLUS

_____ Premier Anytime Senior

_____ Premier Anytime Senior Family

_____ Premier Anytime Senior PLUS

_____ Young Professional Anytime

_____ Young Professional Family Anytime

_____ Young Professional PLUS Anytime

_____ Select Weekday Single

_____ Select Weekday Family

_____ Select Weekday PLUS

_____ Select Weekday Senior

_____ Select Weekday Senior Family

_____ Select Weekday Senior PLUS

_____ Select Young Professional Weekday

_____ Select Young Professional W/D Family

_____ Select Young Professional W/D PLUS

_____ Junior

_____ Annual Practice Area Pass

Full Name _____, _____

Last

First

Middle

Address _____

Street

_____, _____

City

State / Zip Code

Home Phone #

Email _____

Date of Birth _____

Spouse / Family Member: (If Applicable)

NAME / TITLE

DAYTIME TELEPHONE

1. _____

2. _____

3. _____

Membership Fees

Annual Membership fees are due in full (exclusive of Blue-Grey Membership). Premier and Select Memberships have the option to pay 50% down and the remaining balance within 60 days

Member Conduct

The Membership of any person may be revoked or canceled at any time by the management of the Club for inappropriate, rude, illegal, or immoral conduct as determined by the management. In the event of cancellation, the effected member shall receive a pro-rated refund of membership dues, which shall be his/her sole remedy.

Membership

The Membership of any person under this Membership agreement will be for 1 year from the Membership Effective date per this signed contract. The Membership of any person under this Membership agreement shall not be construed to grant such member any equity or legal ownership in The Links at Gettysburg. Membership may be removed from year to year at the sole discretion of the management.

I understand that membership dues are non-transferable.

☐ By checking this box, I understand that a detailed version of The Links at Gettysburg Membership Rules & Regulations packet may be found on The Links website and is available for my review at any time.

As indicated by my signature below, I fully understand and agree to all terms and conditions of the membership as offered.

Signature_____

Date_____

Membership Effective Date: _____

METHOD OF PAYMENT

_____ Check enclosed for \$_____made payable to The Links at Gettysburg

_____ Charge my Credit Card #_____Expiration. _____



Member Policies

- **Tee Time Policies**
 - Booking window is (18) days
 - Must cancel or modify within (24) hours
 - Only (3) guests playing with member will receive discounted rate
 - Members will not be permitted to play in groups of (5)
 - Members **MUST** check in with pro shop staff prior to playing and receive a receipt
- **Dress Code**
 - Proper golf attire is required (April - October)
 - Collared shirt
 - Slacks / Golf shorts (no cargo pants or cargo shorts)
 - No metal spikes
 - No sandals
 - No hooded sweatshirts
- **On Course Etiquette**
 - Skipping holes or jumping ahead will not be permitted
 - Starting from hole #10 will not be permitted unless authorized by pro shop staff
 - Members must play a round of golf within 4 hours and 30 minutes
 - 2 hours and 15 minutes for 9 holes
 - Outside food / drinks are not allowed on the course
 - All trash must be disposed of in trash bins located on the course
 - Repair all ball marks, and replace all divots
 - Rake all bunkers
 - Do not hit into maintenance crews
- **Cart Rules / Etiquette**
 - All cart rules should be adhered to at all times, and carts must stay completely on cart paths when directed by cart signs in fairways, until fairway of next hole
 - Only (2) players in a cart at any time
 - No riders are allowed outside of the passenger area of the carts
 - Drivers must be 18 years of age or older with a valid driver's license
 - Carts must stay out of tall fescue, and mounding areas
 - All par 3's are cart path only
- **Driving Range Etiquette**
 - Please only hit between roped stations in grass areas
 - Please only hit from grass areas when indicated by signage
 - When restricted hit from mats only
 - Driving range subject to close over winter months due to weather conditions
 - Driving range will be closed for maintenance Mondays at 4p.m. until Tuesday at 9a.m.

- **Membership Credit / Account Billing**
 - Membership credit expires at the end of the 12-month membership, if not used
 - Account billing must be paid in full monthly or finance charges will apply
- **Member Discounts- Applicable to Year-Round Memberships Only**
 - 15% off Merchandise (25% off Blue-Grey)
 - 20% off guest green fees (up to 3), until 4p.m
 - 10% off food (not applicable on specials)

Member signature: _____

Date: _____

EXHIBIT P

Builder Warranties

THE LIMITED WARRANTY

10 YEAR WRITTEN WARRANTY FOR NEW HOMES



This Limited Warranty does not cover consequential or incidental damages. The Warrantor's total aggregate liability of this Limited Warranty is limited to the Final Sales Price listed on the Application For Warranty form.

The Builder makes no housing merchant implied warranty or any other warranties, express or implied, in connection with the attached sales contract or the warranted Home, and all such warranties are excluded, except as expressly provided in this Limited Warranty. There are no warranties which extend beyond the face of this Limited Warranty.

Some states do not allow the exclusion or limitation of incidental or consequential damages by the Builder so all of the limitations or exclusions of this Limited Warranty may not apply to you.

Warranty Confirmation

Your validated Warranty consists of your Application for Warranty, the Limited Warranty book, and your Warranty Confirmation. You can confirm your warranty has been validated by RWC, and obtain your Warranty Confirmation, AFTER 60 days from your closing at confirm.rwcwarranty.com. If you do not have access to the Internet, please contact RWC to obtain your Limited Warranty book and Warranty Confirmation.

For your Limited Warranty to be in effect, you should receive the following documentation:
Limited Warranty #319 • Application For Warranty form #316 (Refer to I.B.3. for applicability) • Warranty Confirmation

Insurer: Western Pacific Mutual Insurance Company, A Risk Retention Group

RESIDENTIAL WARRANTY COMPANY, LLC



Dear Home Buyer,

Congratulations on the purchase of your new Home. This is probably one of the largest, most important investments you've ever made and we wish you many years of enjoyment. You've chosen a Home built by a leading Builder which includes the RWC Limited Warranty, assurance that your investment is well protected. This book explains the Limited Warranty in its entirety, and we encourage you to take time to READ IT CAREFULLY.

This Limited Warranty provides you with protection in accordance with this warranty book for ten full years of Home ownership. During the first two years, your Builder is responsible for specified warranty obligations. In the unlikely event your Builder is unable or unwilling to perform, the Warranty is provided subject to the conditions, terms and exclusions listed. For the remaining eight years, your Warranty applies to Major Structural Defects as defined in this book.

This is not a warranty service contract, but a written ten year limited warranty which your Builder has elected to provide with your Home.

Take time now to read this book. Familiarize yourself with the Warranty and its limitations. Contact your Builder regarding specific construction standards and how they apply to your Home.

Again, congratulations and enjoy your new Home!

Very truly yours,
Residential Warranty Company, LLC

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Residential Warranty Company, LLC
5300 Derry Street, Harrisburg, PA 17111
717-561-4480

A. Introduction

To help you better understand your Limited Warranty, refer to the following list of definitions which apply in this book.

B. Definitions

1. Administrator

Residential Warranty Company, LLC (RWC) is the Administrator of this Limited Warranty. RWC is neither Warrantor nor Insurer.

2. Appliances and Items of Equipment, including Attachments and Appurtenances

Water heaters, pumps, stoves, refrigerators, compactors, garbage disposals, ranges, dishwashers, washers and dryers, bathtubs, sinks, commodes, faucets, light fixtures, switches, outlets, thermostats, furnaces and oil tanks, humidifiers, oil purifiers, air conditioning materials, in-house sprinkler systems and similar items.

3. Application For Warranty

The form signed at closing by you, the Purchaser, and your Builder which identifies the location, the Effective Date Of Warranty and the Final Sales Price of the enrolled Home. If the Builder is participating in the RWC electronic enrollment process, the Application for Warranty form is eliminated. This information will be included on your Warranty Confirmation.

4. Arbitrator

The person appointed by the independent arbitration service to resolve an Unresolved Warranty Issue.

5. Builder

The person, corporation, partnership or other entity which participates in the RWC Limited Warranty Program and has obtained this Limited Warranty for you.

6. Consequential Damages

All consequential damages including, but not limited to, damage to the Home that is caused by a warranted Defect but is not itself a warranted Defect and costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repairs.

7. Cooling, Ventilating and Heating Systems

All ductwork, refrigerant lines, steam and water pipes, registers, convectors and dampers.

8. Defect

A condition of any item warranted by this Limited Warranty which exceeds the allowable tolerance specified in this Limited Warranty. Failure to complete construction of the Home or any portion of the Home, in whole or in part, is not considered a Defect.

9. Effective Date Of Warranty

The date coverage begins as specified on the Application for Warranty form or on your Warranty Confirmation if your Builder is participating in the electronic enrollment process.

10. Electrical Systems

All wiring, electrical boxes and connections up to the house side of the meter base.



11. Home

The single family dwelling, identified on the Application For Warranty form, which may be a townhome, condominium or duplex.

12. Insurer

Western Pacific Mutual Insurance Company, a Risk Retention Group (WPMIC), located at 9265 Madras Ct, Littleton, CO 80130, phone: 303-263-0311. *(Refer to Section IV. for instructions on requesting warranty performance.)*

13. Limited Warranty

The terms and conditions contained in this book including any applicable addenda.



SECTION I.

DEFINITIONS

SECTION I.

14. Major Structural Defects (MSD)

All of the following conditions must be met to constitute a Major Structural Defect:

- a. actual physical damage to one or more of the following specified load-bearing components of the Home;
- b. causing the failure of the specific major structural components; and
- c. which affects its load-bearing function to the degree that it materially affects the physical safety of the occupants of the Home.

Load-bearing components of the Home deemed to have MSD potential:

- (1) roof framing members (rafters and trusses);
- (2) floor framing members (joists and trusses);
- (3) bearing walls;
- (4) columns;
- (5) lintels (other than lintels supporting veneers);
- (6) girders;
- (7) load-bearing beams; and
- (8) foundation systems and footings.

Examples of non-load-bearing elements deemed not to have Major Structural Defect potential:

- (1) non-load-bearing partitions and walls;
- (2) wall tile or paper, etc.;
- (3) plaster, laths or drywall;
- (4) flooring and subflooring material;
- (5) brick, stucco, stone, veneer, or exterior wall sheathing;
- (6) any type of exterior siding;
- (7) roof shingles, sheathing and tar paper;
- (8) Heating, Cooling, Ventilating, Plumbing, Electrical and mechanical systems;
- (9) Appliances, fixtures or Items of Equipment
- (10) doors, windows, trim, cabinets, hardware, insulation, paint and stains; and
- (11) drainage Systems located within or outside the Home.

15. Owner

See Purchaser.

16. Plumbing Systems

All pipes located within the Home and their fittings, including gas supply lines and vent pipes.

17. Purchaser

You. The Purchaser includes the first buyer of the warranted Home and any and all subsequent Owners who take title within the warranty period.

18. Residence

See Home.

19. Sewage Disposal System (Private or Public)

This system includes, but is not limited to, all waste, drainage, sewer pipes and lines, cleanouts, tanks, pumps, drainfields and seepage pits, outside and beyond the exterior wall of the Home.

20. Structurally Attached

An integral part of the Home being structurally supported by footings, block walls or reinforced concrete and connected to the foundation of the Home.

21. Unresolved Warranty Issue

All requests for warranty performance, demands, disputes, controversies and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties. An Unresolved Warranty Issue may be a disagreement regarding:

- a. the coverages in this Limited Warranty;
- b. an action performed or to be performed by any party pursuant to this Limited Warranty;
- c. the cost to repair or replace any item covered by this Limited Warranty.

22. Warrantor

Your Builder in Years 1 and 2; the Insurer in Years 3 through 10 and in Years 1 and 2 if your Builder defaults.

23. Warranty Confirmation

The document you obtain by going to confirm.rwcwarranty.com (or by contacting RWC if you do not have access to the Internet). It includes your Validation Number, Effective Date of Warranty, Term of Coverage, and any applicable Addenda.

24. Water Supply System (Private or Public)

This system includes, but is not limited to, all supply and distribution pipes, fittings, valves, pumps and wells, outside the exterior wall of the Home, which supply water to the Home.

A. Introduction to the Limited Warranty

1. This book provides specific details, conditions and limitations of the Limited Warranty including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information may be received by calling RWC at 717-561-4480. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretations and operation and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty.
4. You are responsible for maintenance of your new Home. General and preventative maintenance are required to prolong the life of your new Home.
5. This Limited Warranty is **automatically transferred** to subsequent Owners during the ten-year term of this Limited Warranty, except in the case of a foreclosure that voids the warranty as provided in Section II.A.6.
6. This Limited Warranty becomes void and all obligations on the part of Warrantor cease as of the date an Owner vacates the Home due to foreclosure proceedings.
7. This Limited Warranty is subject to changes required by various regulating bodies and some local agencies as indicated in the Addenda Section V of the Limited Warranty book. Notations throughout indicate where the Addenda apply.

B. The Limited Warranty

1. **Actions taken to cure Defects will NOT extend the periods of specified coverages in this Limited Warranty.**
2. Only warranted elements which are specifically designated in the Warranty Standards are covered by this Limited Warranty.

3. The Warrantor has the choice to repair, replace or pay the reasonable cost to repair or replace warranted items which do not meet Warranty Standards and are not excluded in the Limited Warranty.
4. If a warranted MSD occurs during the appropriate coverage period, and is reported as required in **Section IV.**, the Warrantor will repair, replace or pay you the reasonable cost to repair or replace the warranted MSD, limited to actions necessary to restore the MSD to its load-bearing capacity.



C. Warranty Coverage

1. **ONE YEAR COVERAGE:** Your Builder warrants that for a period of one (1) year after the Effective Date Of Warranty, warranted items will function and operate as presented in the Warranty Standards of Year 1, **Section III.A.** Coverage is ONLY available where specific Standards and Actions are represented in this Limited Warranty.
2. **TWO YEAR COVERAGE:** Your Builder warrants that for a period of two (2) years from the Effective Date Of Warranty, specified portions of the Heating, Cooling, Ventilating, Electrical and Plumbing Systems, as defined in this Limited Warranty, will function and operate as presented in the Warranty Standards of Years 1 and 2 only, **Section III.B.**[‡]
3. **TEN YEAR COVERAGE:** Major Structural Defects (MSD) are warranted for ten (10) years from the Effective Date Of Warranty. Your Builder is the Warrantor during Years 1 and 2 of this Limited Warranty and the Insurer is the Warrantor in Years 3 through 10.
4. **CONDOMINIUM COVERAGE:** This Limited Warranty shall only apply to warranted common elements. Warranted common elements are those portions of the defined Electrical, Heating, Ventilating, Cooling, Plumbing and structural Systems

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[‡]Homeowners in Indiana, refer to State of Indiana Addendum, Section V.C.

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which serve two (2) or more residential units, and are contained wholly within a residential structure. Warranty coverage for common elements shall be for the same periods and to the same extent as similar or comparable items in individual residential units. Examples of common elements which are covered by this Limited Warranty are hallways, meeting rooms and other spaces wholly within the residential structure designated for the use of two (2) or more units. Examples of common elements which are not covered under this Limited Warranty are club houses, recreational buildings and facilities, exterior structures, exterior walkways, decks, balconies, arches or any other non-residential structure which is part of the condominium.



D. Conditions

1. This Limited Warranty provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
2. This Limited Warranty is binding on the Builder and you and your heirs, executors, administrators, successors and assigns.
3. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the state in which the Home is located.
4. This Limited Warranty is separate and apart from your contract and/or other sales agreements with your Builder. It cannot be affected, altered or amended in any way by any other agreement which you may have.
5. This Limited Warranty cannot be modified, altered or amended in any way except by a formal written instrument signed by you, your Builder and the Administrator.
6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. All notices required under this Limited Warranty must be in writing and sent by email or certified mail, return receipt requested. If you send your written notice by email, your written notice must be sent to warranty.resolution@rwcwarranty.com. The written notice will not be considered received without a valid confirmation of receipt number. If you do not receive a confirmation of receipt number within 48 hours of emailing your written notice, contact RWC by calling 717-561-4480 and request to speak with the Warranty Resolution Department's Customer Service. If sending your written notice by certified mail, return receipt requested, it must be postage prepaid, to the recipient's address shown on the Application for Warranty form, or to whatever address the recipient may designate in writing.
8. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, epidemic, pandemic, or acts or omissions by you or any other person not a party of this Limited Warranty.
9. If your Builder fails to complete any part of the Home that is reasonably foreseeable to cause damage to the Home, then it is your responsibility to complete such parts of the Home to avoid the damage. If you fail to complete the work, then any resulting damage is not covered under this Limited Warranty. The warranty period for any item completed after the Effective Date of Warranty shall be deemed to have commenced on the Effective Date of Warranty.
10. Costs incurred for unauthorized repairs to warranted items are not reimbursable. Written authorization prior to incurring expenses must be obtained from the Administrator.

11. Whenever appropriate, the use of one gender includes all genders and the use of the singular includes the plural.



12. Under this Limited Warranty, the Warrantor is not responsible for exact color, texture or finish matches in situations where materials are replaced or repaired, or for areas repainted or when original materials are discontinued.
13. Your Builder must assign to you all manufacturers' warranties on products included in the Final Sales Price of your Home. Neither the Insurer nor the Administrator shall be liable for your Builder's failure to do so.
14. You are responsible for establishing a written, final walk-through inspection list of items in need of service prior to occupancy or closing, whichever is first. This list must be signed and dated by you and your Builder. Keep a copy for your records.

E. Exclusions

The following are NOT covered under this Limited Warranty:

1. Loss or damage:
 - a. to land.
 - b. to the Home, persons or property directly or indirectly caused by insects, birds, vermin, rodents, or wild or domestic animals.
 - c. which arises while the Home is used primarily for non-residential purposes.
 - d. which is covered by any other insurance or for which compensation is granted by legislation.
 - e. resulting directly or indirectly from flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these (whether or not driven by wind), water which backs up from sewers or drains, changes in the water table

which were not reasonably foreseeable, water below the surface of the ground (including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool, or other structure), wetlands, springs or aquifers.

- f. from normal deterioration or wear and tear.
- g. caused by material or work supplied by anyone other than your Builder or its employees, agents or subcontractors.
- h. from your or the condominium association's failure to perform routine maintenance on the Home, common areas, common elements or your or the condominium association's grounds.
- i. after Year 1, to, resulting from, or made worse by all components of structurally attached decks, balconies, patios, porches, stoops, porch roofs and porticos.
- j. after Year 1, to, resulting from, or made worse by elements of the Home which are constructed separate from foundation walls or other structural elements of the Home such as, but not limited to, chimneys and concrete floors of basements and attached garages.
- k. to wiring, to and between communication devices from the source of power, whether or not connected to the interior wiring system of the Home. Such devices shall include, but not be limited to, telephone systems, television cable systems, intercom systems, computer systems and security systems. Sources of power shall include, but not be limited to, service entrance conductors, switches, outlets, receptacles and junction boxes.
- l. to, or caused by, recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; subsurface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.



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- m. caused by any item listed as an additional exclusion on the Application for Warranty form.
- 2. Loss or damage resulting from, or made worse by:
 - a. changes in the grading of the property surrounding the Home by anyone except your Builder or its employees, agents or subcontractors.
 - b. changes in grading caused by erosion.
 - c. modifications or additions to the Home, or property under or around the Home, made after the Effective Date Of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).
 - d. intrusion of water into crawl spaces.
 - e. the weight and/or performance of any type of waterbed or any other furnishing which exceeds the load-bearing design of the Home.
 - f. the presence or consequence of unacceptable levels of radon, formaldehyde, carcinogenic substances or other pollutants and contaminants; or the presence of hazardous or toxic materials resulting in uninhabitability or health risk within the Home.
 - g. acts or omissions by you, your agents, employees, licensees, invitees; accidents, riots, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, drought, water escape, windstorms, tropical storms, hurricanes, hail, lightning, ice, snow, falling trees, aircraft, vehicles, flood, mud slides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock waves or tremors occurring before, during or after a volcanic eruption, or manmade events such as war, terrorism or vandalism.
 - h. your failure to perform routine maintenance.
 - i. your failure to minimize or prevent such loss or damage in a timely manner.
 - j. defects in, but not limited to: recreational facilities; driveways; walkways; patios, porches and stoops not structurally attached; decks and balconies which are not bolted to or cantilevered from the main structure of the Home; boundary and/or retaining walls; bulkheads; fences; landscaping, sodding, seeding, shrubs, trees and plantings; sub-surface drainage systems (other than footer drains); lawn sprinkler systems; off-site improvements, including streets, sidewalks, adjacent property and the like; or any other improvements not part of the Home itself.
 - k. defects in detached garages or outbuildings (except those which contain Plumbing, Electrical, Heating, Cooling or Ventilating Systems serving the Home, and then only to the extent where Defects would affect these systems). A detached garage is one which is constructed on its own foundation, separate and apart from the foundation of the Home. A breezeway, fence, utility line or similar union shall not cause a garage or outbuilding to be considered attached.
 - l. negligent maintenance or operation of the Home and its systems by anyone other than your Builder or its agents, employees or subcontractors.
 - m. any portion of a Water Supply System, private or public, including volume and pressure of water flow.
 - n. quality and potability of water.
 - o. any portion of a Sewage Disposal System, private or public, including design.
 - p. dampness, condensation or heat build-up caused by your failure to maintain proper ventilation.





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3. Failure of your Builder to complete construction of the Home or any part of the Home on or before the Effective Date Of Warranty or damages arising from such failure. An incomplete item is not considered a Defect, although your Builder may be obligated to complete such items under separate agreements between you and your Builder.
4. Any deficiency which does not result in actual physical damage or loss to the Home.
5. Any Consequential Damages.
6. Personal property damage or bodily injury.
7. Violation of applicable Building Codes or ordinances unless such violation results in a Defect which is otherwise covered under this Limited Warranty. Under such circumstances, the obligation of the Warrantor under this Limited Warranty shall only be to repair the defective warranted portion of the Home, but not to restore or bring the Home to conform to code.
8. Any request for warranty performance submitted to the Administrator after an unreasonable delay or later than 30 days after the expiration of the applicable warranty period.
9. Warranted Defects that you repair without prior written authorization of the Administrator.
10. Any damage to or resulting from the use, construction, placement, equipment, components, maintenance, etc., whether inside or outside the Home, of the following: swimming pools, elevators, or solar panels.
11. The removal and/or replacement of items specifically excluded from coverage under this Limited Warranty, such as landscaping or personal property, and items not originally installed by your Builder, such as wallpaper, where removal and replacement are required to execute a repair.
12. Any Defect consisting of, caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus or rust, regardless of the originating cause of any moisture or water penetration that leads to the Defect.
13. Sound transmission and sound proofing between rooms or floor levels.
14. Appliances and Equipment included in the Home are not warranted under this Limited Warranty, but may be covered by separate warranties provided by the manufacturer or

supplier. These warranties are passed on to you by your Builder at closing and are separate from this Limited Warranty. Damage caused by improper maintenance or operation, negligence, or improper service of these items by you or your agent will not be covered under this Limited Warranty. †

15. Modifications or additions to the Home, or property under or around the Home, made after the Effective Date of Warranty (other than changes made in order to meet the obligations of this Limited Warranty).



F. Limitation of Liability

1. The Warrantor's liability and obligations are limited to the repair, replacement or the payment of the reasonable cost of repair or replacement of warranted items not to exceed an aggregate equal to the Final Sales Price of the Home as listed on the Application for Warranty form or in the absence of an Application for Warranty form, as otherwise provided to the Administrator by the Builder. The choice to repair, replace or make payment is the Warrantor's.
2. All other warranties, express or implied, including, but not limited to, all implied warranties of fitness, merchantability or habitability, are disclaimed and excluded to the extent allowed by law.

† Homeowners in the State of New York, refer to State of New York Addendum, Section V.B.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply. †

A. YEAR 1 STANDARDS ONLY

1. FOUNDATIONS

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
BASEMENT		
1.1 Cracks appear in control joints.	No action required.	The expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.2 Uneven concrete floors in finished areas of a basement.	Builder will correct those areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is not a deficiency.
1.3 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Shrinkage cracks are common and should be expected. Surface patching and epoxy injections are examples of acceptable repair methods.
1.4 Cracks in block or veneer wall.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.
1.5 Leaks resulting in actual flow or trickling of water through wall or floor, causing an accumulation.	Builder will correct.	A one-time occurrence may not indicate a Defect. Owner must maintain proper grading around the Home and maintain any surface water control systems installed by Builder. Dampness and condensation are normal conditions and are not covered by this Limited Warranty.
1.6 Disintegration of the concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.7 Cracks in concrete floor which rupture or significantly impair performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.8 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.9 Condensation on walls, joists, support columns and other components of basement area.	No action required.	Maintaining adequate ventilation and moisture control is considered Owner maintenance.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

1. FOUNDATIONS

OBSERVATION	ACTION REQUIRED	COMMENTS
CRAWL SPACE		
1.10 Cracks in poured concrete foundation walls.	Builder will correct any crack which exceeds 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.11 Cracks in block or veneer wall.	Builder will correct cracks greater than 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks of 1/4 in. or less are common and should be expected.
1.12 Inadequate ventilation.	Builder will install properly sized louvers or vents.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
1.13 Condensation on walls, joists, support columns and other components of the crawl space area.	No action required.	Maintaining adequate ventilation and moisture control, including seasonal adjustment of vent openings, is considered Owner maintenance.
SLAB ON GRADE		
1.14 Cracks appear at control joints.	No action required.	Expansion/contraction joint is placed to control cracking. This is not a deficiency.
1.15 Uneven concrete floors in finished areas.	Builder will correct areas in which Defect exceeds 3/8 in. within a 32 in. measurement.	In rooms not initially finished as living areas or where a floor or a portion of a floor surface has been designed for specific drainage purposes, a slope which exceeds 3/8 in. within a 32 in. measurement is acceptable.
1.16 Disintegration of concrete floor surface.	Builder will correct disintegrated surfaces caused by improper placement of concrete.	Disintegration caused by erosion due to salt, chemicals, implements used and other factors beyond Builder's control is not a warranted deficiency.
1.17 Crack in concrete floor which ruptures or significantly impairs performance of floor covering.	Builder will correct so Defect is not readily noticeable when floor covering is in place.	Minor impressions in floor covering are not considered significant imperfections.
1.18 Cracks in attached garage slab.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.19 Cracks in concrete floor of unfinished area (no floor covering) or in areas not designed for living.	Builder will correct cracks which exceed 1/4 in. in width or vertical displacement.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.
1.20 Cracks in visible face of foundation.	Builder will correct cracks in excess of 1/4 in. in width.	Surface patching and epoxy injections are examples of acceptable repair methods. Shrinkage cracks are common and should be expected.

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WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

2. FRAMING

OBSERVATION	ACTION REQUIRED	COMMENTS
CEILING		
2.1 Uneven ceiling.	Builder will correct if unevenness exceeds 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
FLOOR		
2.2 High and low areas.	Builder will correct if high or low areas exceed 1/4 in. within a 32 in. measurement.	Some minor framing imperfections should be expected.
2.3 Floor squeaks.	Builder will correct if caused by a defective joist or improperly installed subfloor. Builder will take corrective action to reduce squeaking to the extent possible within reasonable repair capability without removing floor or ceiling finishes.	A large area of floor squeaks which is noticeable, loud and objectionable is a Defect. A squeak-proof floor cannot be guaranteed. Lumber shrinkage as well as temperature and humidity changes may cause squeaks.
ROOF		
2.4 Split or warped rafters or trusses.	No action required.	Some splitting and warping is normal and is caused by high temperature effects on lumber.
WALL		
2.5 Bow or bulge.	Builder will correct if bow or bulge exceeds 1/2 in. within 32 in. horizontal or vertical measurement.	Minor framing imperfections should be expected.
2.6 Out-of-plumb.	Builder will correct where out-of-plumb condition exceeds 3/4 in. within 8 ft. vertical measurement.	Minor framing imperfections should be expected.
2.7 Wall is out-of-square.	No action required.	A wall out-of-square is not a Defect.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR



SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
STRUCTURALLY ATTACHED WOOD OR COMPOSITE DECKS		
3.1 Wood twisting, warping or splitting.	Builder will correct only if due to improper installation.	Twisting, warping or splitting of wood deck material is normal due to exposure to the elements. Owner maintenance is required.
3.2 Settlement.	Builder will correct slope of deck which exceeds a ratio of 2 in. in a 10 ft. measurement.	Some slope is often provided to allow for water drainage.
3.3 Loose railing or post.	Builder will correct if due to improper installation.	Owner maintenance is required.
DOORS		
3.4 Binds, sticks or does not latch.	Builder will correct if caused by faulty workmanship or materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.5 Wood door panel shrinks.	No action required.	Panels will shrink and expand and may expose unfinished surfaces.
3.6 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
3.7 Split in panel.	Builder will correct if split allows the entrance of elements.	Splits which do not allow the entrance of elements are considered normal. Owner maintenance is required.
3.8 Separation between door and weather-stripping.	Builder will correct if daylight is visible or if entrance of elements occurs under normal conditions.	Even with properly installed weather-stripping, some movement of the door, when closed, may be expected. Owner maintenance is required for minor alterations to adjustable thresholds and other parts of the door.
3.9 Screen mesh is torn or damaged.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.10 Overhead garage door fails to operate or allows rain or snow to leak through.	Builder will correct garage doors which do not fit or operate properly.	Some entrance of elements can be expected and is not considered a deficiency. If Owner installs a garage door opener, Builder is not responsible for operation of door.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

SECTION III.

OBSERVATION	ACTION REQUIRED	COMMENTS
ROOFING		
3.11 Roof and roof flashing leaks.	Builder will correct active and current leaks that occur under normal conditions.	No action is required if leak is due to snow or ice buildup, high winds or driving rains. Prevention of snow or ice buildup is the Owner's responsibility. Substantiation of an active and current leak is the Owner's responsibility.
3.12 Lifted, torn, curled, or cupped shingles.	No action required.	Owner maintenance is required. Cupping in excess of 1/2 in. should be reported to the manufacturer.
3.13 Shingles that have blown off.	Builder will correct affected area if due to poor installation.	Shingles shall not blow off in winds less than the manufacturer's specifications.
3.14 Inadequate ventilation.	Builder will provide adequate ventilation.	Moisture accumulation in attics which are not adequately vented is a deficiency. Owner is responsible to keep vents clear of obstructions to promote air flow.
3.15 Water stays in gutters.	Builder will correct to limit standing water depth at 1 in.	Owner is responsible for keeping gutters and downspouts clean.
3.16 Gutter or downspout leaks.	Builder will correct leaks at connections.	Owner is responsible for keeping gutters and downspouts clean. Gutters may overflow during heavy rains.
SITE WORK		
3.17 Standing water within 10 ft. of the foundation.	Builder will correct water which stands for more than 24 hours, or more than 48 hours in swales.	Standing water beyond the 10 ft. perimeter of the foundation is not covered by this Limited Warranty. Owner is responsible for establishing and maintaining adequate ground cover.
3.18 Settling of ground around foundation walls, utility trenches or other filled areas on property where there has been excavation and backfill which affected foundation drainage.	If final grading was performed by Builder, he will replace fill in excessively settled areas only once.	If settlement does not exceed 6 in., it is Owner's responsibility to fill affected areas. The party responsible for establishing the final grade shall provide for positive drainage away from foundation. Owner is responsible for establishing and maintaining adequate ground cover.
STRUCTURALLY ATTACHED STOOP, PORCH & PATIO		
3.19 Settlement, heaving or movement.	Builder will correct if movement exceeds 1 in. from the Home for stoops, porches and patios which are structurally attached.	Stoops, porches and patios which are poured separately and simply abut the house are not covered by this Limited Warranty.
3.20 Concrete splatters on adjacent surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALL COVERING		
3.21 Entrance of elements through separations of wood, hardboard or fiber cement siding or trim joints, or separation between trim and surfaces of masonry or siding.	Builder will correct entrance of elements or separations exceeding 3/8 in. by caulking or other methods.	Any separations 3/8 in. or less are considered routine Owner maintenance.
3.22 Cracks in stucco or similar synthetic based finishes.	Builder will correct cracks which exceed 1/8 in. in width.	Caulking and touch-up painting are examples of acceptable repair methods. Builder is not responsible for exact color, texture or finish matches. Hairline cracks are common.
3.23 Siding materials become detached from the Home.	Builder will correct affected area if due to improper workmanship or materials.	Separated, loose or delaminated siding can be due to improper maintenance and is not considered a Defect.
3.24 Aluminum or vinyl siding is bowed or wavy.	Builder is responsible only if installed improperly and waves or bowing exceed 1/2 in. within a 32 in. measurement.	Check your manufacturer's warranty on this product for coverage regarding dents, holes, wind specifications, etc.
3.25 Paint or stain peels or deteriorates.	Builder will correct. If 75% of a particular wall is affected, entire wall will be corrected.	Some fading is normal due to weathering. Mildew and fungus on exterior surfaces are caused by climatic conditions and are considered routine maintenance. Varnish or lacquer deteriorates quickly and is not covered by this Limited Warranty.
3.26 Paint splatters and smears on other surfaces.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.27 Faulty application of paint on wall and trim surfaces.	Builder will correct affected area. If greater than 75% of wall or trim piece is affected, entire surface will be corrected.	Some minor imperfections such as over-spray, brushmarks, etc., are common and should be expected.
3.28 Knot holes bleed through paint or stain.	Builder will correct affected areas where excessive bleeding of knots appear.	Knot holes will be apparent depending on the quality of material used.
3.29 Vent or louver leaks.	Builder will correct if caused by improper installation.	Properly installed louvers or vents may at times allow rain or snow to enter under strong wind conditions and is not a deficiency.
3.30 Cracks in masonry, veneer, stone, etc.	Builder will correct cracks which exceed 1/4 in. in width.	Some cracks are common through masonry and mortar joints. Cracks 1/4 in. or less are considered routine Owner maintenance.



SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

3. EXTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WINDOWS		
3.31 Condensation or frost on interior window surface.	No action required.	Condensation is relative to the quality and type of windows. Temperature differences in high levels of humidity along with individual living habits will cause condensation.
3.32 Clouding or condensation between panes of glass.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.33 Glass breakage.	Builder will correct only if damage is documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
3.34 Excessive drafts and leaks.	Builder will correct poorly fitted windows.	Relative to the quality and type of windows, drafts are sometimes noticeable around windows, especially during high winds. All caulking materials expand and contract due to temperature variation and dissimilar materials. Maintenance of weather-stripping is Owner's responsibility.
3.35 Difficult to open, close or lock.	Builder will correct.	Windows should open, close and lock with reasonable pressure.

4. INTERIOR

DOORS		
4.1 Latch is loose or rattles.	No action required.	Some minor movement should be expected.
4.2 Binds, sticks or does not latch.	Builder will correct if due to faulty workmanship and materials.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.3 Warping.	Builder will correct warping which exceeds 1/4 in., measured vertically, horizontally or diagonally.	Seasonal changes may cause doors to expand and contract, and are usually temporary conditions.
4.4 Excessive opening at bottom.	Builder will correct gaps in excess of 1-1/2 in. between bottom of passage door and finished floor or 2 in. between bottom of closet door and finished floor.	Gaps under doors are intended for air flow.
4.5 Rubs on carpet.	Builder will correct.	Builder is not responsible if Owner installs carpet.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR

OBSERVATION	ACTION REQUIRED	COMMENTS
WALLS, CEILINGS, SURFACES, FINISHES & TRIMS		
4.6 Cracks and separations in drywall, lath or plaster; nail pops.	Builder will correct cracks in excess of 1/8 in. in width. Builder will correct nail pops which have broken finished surface. Repair cracks and/or nail pops and touch up paint to match as close as possible, one time only. Such conditions should be reported near the end of Year 1 of the warranty period to allow for normal movement of the Home.	Minor seam separations and cracks, and other slight imperfections, are common and should be expected. Minor depressions and slight mounds at nail heads are not Defects.
4.7 Peeling of wallpaper.	Builder will correct if not due to Owner neglect or abuses.	Builder is not responsible for wallpaper installed by Purchaser. Owner is responsible for maintaining adequate ventilation in areas of high humidity, such as kitchens and bathrooms.
4.8 Separated seams in wallpaper.	Builder will correct if wall surface is readily visible.	Minor imperfections can be expected.
4.9 Lumps, ridges and nail pops in wallboard which appear after Owner has wall covering installed by himself or others.	No action required.	Owner should insure that surface to be covered is suitable for installation of wall covering.
4.10 Surface deficiencies in finished woodwork.	Builder will correct readily apparent splits, cracks, hammer marks and exposed nail heads, only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.11 Gaps between trim and adjacent surfaces, and gaps at trim joints.	Builder will correct gaps in excess of 1/8 in. at trim joints and 1/4 in. between trim and adjacent surfaces.	Some separation due to lumber shrinkage is normal and should be expected.
4.12 Cracks in ceramic grout joints.	Builder will correct cracks in excess of 1/8 in. one time only.	Cracking of grout joints is common and is considered routine Owner maintenance unless excessive.
4.13 Ceramic tile cracks or becomes loose.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
4.14 Cracking or deterioration of caulking.	No action required.	All interior caulking shrinks and deteriorates. Owner maintenance is required.



SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

4. INTERIOR

SECTION III.

OBSERVATION

ACTION REQUIRED

COMMENTS

WALLS, CEILINGS, SURFACES, FINISHES & TRIMS

4.15 Wall or trim surfaces visible through paint.

Builder will correct affected area. If greater than 75% of wall, trim piece, or ceiling is affected, entire surface will be corrected. The surface being painted shall not show through new paint when viewed from a distance of 6 feet under normal lighting conditions.

Some minor imperfections such as overspray, brushmarks, etc., are common and should be expected.

FLOOR COVERING

4.16 Resilient flooring comes loose at edge.

Builder will correct.

Owner maintenance is required.

4.17 Gaps at seams of resilient flooring.

Builder will correct gaps of similar materials in excess of 1/8 in., and 3/16 in. where dissimilar materials abut.

Minor gaps should be expected.

4.18 Fastener pops through resilient flooring.

Builder will correct affected area where fastener has broken through floor covering.

Sharp objects such as high heels, table and chair legs, can cause similar problems, and are not covered by this Limited Warranty.

4.19 Depressions or ridges in resilient flooring at seams of sub-flooring.

Builder will correct depressions or ridges which exceed 1/8 in. in height or depth.

This is determined by placing a 6 in. straight edge over ridge or depression, with 3 in. on either side, and measuring height or depth at sub-flooring seam.

4.20 Cuts and gouges in any resilient floor covering.

Builder will correct only if documented prior to occupancy.

Owner is responsible for establishing a pre-closing walk-through inspection list.

4.21 Hollow sounding marble or tile.

No action required.

Hollow sounding marble or tile is not a deficiency of construction and is not covered under this warranty.

4.22 Fades, stains or discolors.

Builder will correct stains or spots only if documented prior to occupancy.

Fading is not a deficiency. Owner is responsible for establishing a pre-closing walk-through inspection list.

4.23 Premature wearing of carpet.

No action required.

Excessive wear in high-traffic areas such as entryways and hallways is normal. Wearability is directly related to quality of carpet.

4.24 Visible gaps at carpet seams.

Builder will correct gaps.

Seams will be apparent. Owner maintenance is required.

4.25 Carpet becomes loose or buckles.

Builder will correct one time only.

Some stretching is normal. Owner should exercise care in moving furniture.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
5.1 Circuit breakers trip excessively.	Builder will correct if tripping occurs under normal usage.	Ground Fault Circuit Interrupters (GFCI) are intended to trip as a safety factor. Tripping that occurs under abnormal use is not covered by this Limited Warranty.
5.2 Outlets, switches or fixtures malfunction.	Builder will correct if caused by defective workmanship or materials.	Owner should exercise routine care and maintenance. Replacement of light bulbs is Owner's responsibility.
HEATING & COOLING		
5.3 Condensation lines clog under normal use.	No action required.	Condensation lines will clog under normal conditions. Continued operation of drain line requires Owner maintenance.
5.4 Noisy ductwork.	Builder will correct oil canning noise if caused by improper installation.	When metal heats and cools, ticking and cracking may occur and are not covered by this Limited Warranty.
5.5 Insufficient heating.	Builder will correct if Heating System cannot maintain a 70 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of floor in affected area. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature falls below design temperature thereby lowering temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.6 Insufficient cooling.	Builder will correct if Cooling System cannot maintain a 78 degree Fahrenheit temperature, under normal operating and weather conditions. Temperature shall be measured at a point 5 ft. above center of the floor in the affected room. On excessively hot days, where outside temperature exceeds 95 degrees Fahrenheit, a difference of 17 degrees from outside temperature will be difficult to maintain. All rooms may vary in temperature by as much as 4 degrees.	Orientation of the Home, location of rooms and location of vents will also provide a temperature differential. There may be periods when outdoor temperature rises above design temperature thereby raising temperature in the Home. Certain aspects of the Home including, but not limited to, expansive stairways, open foyers, sunrooms or cathedral ceilings may cause abnormal variation from these Standards and are not covered by this Limited Warranty.
5.7 Refrigerant line leaks.	Builder will correct.	Owner maintenance is required on the system.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

5. MECHANICAL

OBSERVATION	ACTION REQUIRED	COMMENTS
PLUMBING		
5.8 Pipe freezes and bursts.	Builder will correct if due to faulty workmanship or materials.	Proper winterization of pipes is considered routine maintenance and Owner should maintain suitable temperatures inside the Home.
5.9 Noisy water pipe.	Builder will correct hammering noise if caused by improper installation.	Some noise can be expected due to flow of water and pipe expansion. This is not a Defect.
5.10 Plumbing fixtures and trim fittings leak or malfunction.	Builder will correct if due to faulty workmanship and materials.	Owner maintenance is required. Scratches, tarnishing or marring must be noted on a pre-closing walk-through inspection list.
5.11 Damaged or defective plumbing fixtures and trim fittings.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list. Defective trim fittings and plumbing fixtures are covered under the manufacturer's warranty.

6. SPECIALTIES

BATHROOM & KITCHEN		
6.1 Cabinet separates from wall or ceiling.	Builder will correct separation in excess of 1/4 in.	Some separation is normal. Caulking is an acceptable method of repair.
6.2 Crack in door panel.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.3 Warping of cabinet door or drawer front.	Builder will correct if warp exceeds 3/8 in. as measured from cabinet frame.	Seasonal changes may cause warping and may be a temporary condition.
6.4 Doors or drawers do not operate.	Builder will correct.	Owner maintenance is required.
6.5 Chips, cracks, scratches on countertop, cabinet fixture or fitting.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.6 Delamination of countertop or cabinet.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.
6.7 Cracks or chips in fixture.	Builder will correct only if documented prior to occupancy.	Owner is responsible for establishing a pre-closing walk-through inspection list.

SECTION III.

WARRANTY STANDARDS • A. YEAR 1 COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

6. SPECIALTIES

OBSERVATION	ACTION REQUIRED	COMMENTS
CHIMNEY & FIREPLACE		
6.8 Exterior and interior masonry veneer cracks.	Builder will correct cracks in excess of 1/4 in. in width.	Some cracks are common in masonry and mortar joints. Cracks 1/4 in. in width or less are considered Owner maintenance.
6.9 Firebox color is changed; accumulation of residue in chimney or flue.	No action required.	Owner maintenance is required.
6.10 Chimney separates from the Home.	Builder will correct separation in excess of 1/2 in. within 10 ft.	Newly built chimneys will often incur slight amounts of separation.
6.11 Smoke in living area.	Builder will correct if caused by improper construction or inadequate clearance.	Temporary negative draft situations can be caused by high winds; obstructions such as tree branches too close to the chimney; the geographic location of the fireplace; or its relationship to adjoining walls and roof. In some cases, it may be necessary to open a window to create an effective draft. Since negative draft conditions could be temporary, it is necessary that Owner substantiate problem to Builder by constructing a fire so the condition can be observed.
6.12 Water infiltration into firebox from flue.	No action required.	A certain amount of rainwater can be expected under certain conditions.
6.13 Firebrick or mortar joint cracks.	No action required.	Intense heat may cause cracking.
INSULATION		
6.14 Air infiltration around electrical receptacles.	No action required.	Air flow around electrical boxes is normal and is not a deficiency.



SECTION III.

WARRANTY STANDARDS • B. YEARS 1 & 2 COVERAGE ONLY C. TEN YEAR MSD COVERAGE ONLY

The following Warranty Standards are applicable only to warranted items stated in Section II of this Limited Warranty. Read Section II to determine if the following Warranty Standards apply.

B. SYSTEMS - YEARS 1 & 2

OBSERVATION	ACTION REQUIRED	COMMENTS
ELECTRICAL		
B.1 Wiring fails to carry specified load.	Builder will correct if failure is due to improper installation or materials.	Switches, outlets and fixtures are applicable to Year 1 Coverage Only .
HEATING AND COOLING		
B.2 Ductwork separates.	Builder will correct.	Owner maintenance is required.
PLUMBING		
B.3 Pipe leaks.	Builder will correct.	Condensation on pipes does not constitute leakage. Faulty faucets, valves, joints and fittings are applicable to Year 1 Coverage Only .
B.4 Water supply stops.	Builder will correct if due to faulty workmanship or materials inside the Home.	Drought or causes other than faulty workmanship and materials will not be covered under this Limited Warranty.
B.5 Clogged drain or sewer.	Builder will correct clog within structure caused by faulty workmanship or materials.	Clogs and stoppages beyond the exterior wall are not covered by this Limited Warranty. Routine Owner maintenance and proper use is required.

C. TEN YEAR MSD COVERAGE

MAJOR STRUCTURAL DEFECTS		
C.1. Major Structural Defects.	The criteria for establishing the existence of a Major Structural Defect is set forth in Section I.B.14 of this Limited Warranty Agreement.	The Warrantor will correct Major Structural Defects, limited to such actions as are necessary to restore the load-bearing capability of the component(s) affected by a Major Structural Defect.

SECTION III.

A. Notice to Warrantor in Years 1 & 2

1. If a Defect occurs in Years 1 and 2, you must notify your Builder in writing. Your request for warranty performance should clearly describe the Defect(s) in reasonable detail.
2. Request for warranty performance to your Builder does not constitute notice to the Administrator, and it will not extend applicable coverage periods.
3. If a request for warranty performance to your Builder does not result in satisfactory action within a reasonable time, written notice must be given to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to 5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. This notice should describe each item in reasonable detail.
4. *Please note that a written request for warranty performance must be emailed no later than thirty (30) days after the expiration of the applicable warranty period or sent to RWC by certified mail, return receipt requested and postmarked no later than thirty (30) days after the expiration of the applicable warranty period. For example, if the item is one which is warranted by your Builder during your second year of coverage, a request for warranty performance must be emailed or mailed to RWC and postmarked no later than thirty (30) days after the end of the second year to be valid.*
5. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under this Limited Warranty.
6. If your Builder does not fulfill its obligations under this Limited Warranty, the Administrator will process the request for warranty performance as described in the Limited Warranty and subject to the provisions of IV.F.

B. Notice to Warrantor in Years 3–10

If a Defect related to a warranted MSD occurs in Years 3 through 10 of this Limited Warranty, you must notify the Administrator to review the item within a reasonable time after the situation arises. All such notices must be presented in writing to RWC, Administrator, at warranty.resolution@rwcwarranty.com or forwarded by certified mail, return receipt requested to RWC, Administrator,

5300 Derry Street, Harrisburg, Pennsylvania 17111, Attn: Warranty Resolution Department. Any such notice should describe the condition of the MSD in reasonable detail. Requests for warranty performance emailed or postmarked more than thirty (30) days after the expiration of the term of this Limited Warranty will not be honored.

C. Purchaser's Obligations

1. **Your notice to the Administrator must contain the following information:**
 - a. Validation # and Effective Date Of Warranty;
 - b. Your Builder's name and address;
 - c. Your name, address, email address and phone number (including home, cell and work numbers);
 - d. Reasonably specific description of the warranty item(s) to be reviewed;
 - e. A copy of any written notice to your Builder;
 - f. Photograph(s) may be required; and
 - g. A copy of each and every report you have obtained from any inspector or engineer.
2. You have an obligation to cooperate with the Administrator's mediation, inspection and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged Defect. Failure by you or your appointed representative to respond with the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

D. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of request for warranty performance, the Administrator may review and mediate your request by communicating with you, your Builder and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, or at any earlier time when the Administrator believes that your Builder and you are at an impasse, then the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item. You must provide the Administrator reasonable access for any such inspection as discussed in **Section IV.A.5**. The Administrator, at its discretion,



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may schedule a subsequent inspection to determine Builder compliance.

When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists including any cost involved. If properly substantiated, you will be reimbursed by the Warrantor.

E. Arbitration

You begin the arbitration process by giving the Administrator written notice of your request for arbitration of an Unresolved Warranty Issue. The written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days following the expiration of the ten year warranty period. However, if you receive notification of an Unresolved Warranty Issue from the Administrator following the expiration of the ten year warranty period, then this period is extended and written notice of your request for arbitration must be received by the Administrator no later than thirty (30) days from the date of your receipt of notification of the Unresolved Warranty Issue. Within twenty (20) days after the Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to an independent



arbitration service experienced in arbitrating residential construction matters upon which you and the Administrator agree. This **binding** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. §§ 1 *et. seq.* If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party or to split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of a written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding upon all parties.[†]

Since this Limited Warranty provides for mandatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.

In Years 1 & 2, the Builder shall have sixty (60) days from the date the Administrator sends the Arbitrator's award to the Builder to comply with the Arbitrator's decision. In Years 3-10, the Warrantor shall have sixty (60) days from the date the Administrator receives the Arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including, but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses.


You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay the fees for the compliance arbitration prior to the matter being submitted to the arbitration service.

F. Conditions of Warranty Performance

1. You must provide the Warrantor and/or Administrator with reasonable weekday access during normal business hours to inspect the condition of your Home and/or to perform their obligations.
2. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement.
3. In Years 1 and 2, if your Builder defaults in its warranty obligations, the Administrator will process the request for warranty performance provided you pay a warranty service

[†] Homeowners in the State of New York, refer to State of New York Addendum, Section V.B.

REQUESTING WARRANTY PERFORMANCE

- fee of \$250 for each request prior to repair or replacement.*♦
4. In Years 3 through 10 you must pay the Administrator a warranty service fee of \$500 for each request.*♦
 5. If the Administrator elects to award you cash rather than repair or replace a warranted item, the warranty service fee will be subtracted from the cash payment.
 6. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgagee or mortgagee's successor as each of your interests may appear; provided that the mortgagee has notified the Administrator in writing of its security interest in the Home prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and mortgagee where the mortgagee has not notified your Builder or the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.
 7. Prior to payment for the reasonable cost of repair or replacement of warranted items, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defects and any conditions arising from the warranted items.
 8. Upon completion of repair or replacement of a warranted Defect, you must sign and deliver to the Builder or the Administrator, as applicable, a full and unconditional release, in recordable form, of all legal obligations with respect to the Defect and any conditions arising from the situation. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
 9. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions necessary to secure such rights, including, but not limited to, assignment of proceeds of any insurance or other warranties to the Warrantor. You shall do nothing to prejudice these rights of subrogation.
 10. Any Warrantor obligation is conditioned upon your proper maintenance of the Home, common elements and grounds to prevent damage due to neglect, abnormal use or improper maintenance.
- 
11. **Condominium Procedures:**
 - a. In the case of common elements of a condominium, at all times, owner(s) of each unit affected by the common elements in need of warranty performance shall each be responsible to pay the warranty service fee (\$250 in Years 1 and 2, \$500 in Years 3 through 10) for each request for warranty performance.*
 - b. If a request for warranty performance under this Limited Warranty involves a common element in a condominium, the request may be made only by an authorized representative of the condominium association. If the Builder retains a voting interest in the association of more than 50%, the request may be made by unit owners representing 10% of the voting interests in the association.
 - c. If a request for warranty performance under this Limited Warranty involves a common element affecting multiple units, and all affected units are not warranted by the RWC Warranty Program, the Insurer's liability shall be limited to only those units warranted by the RWC Warranty. The limit of liability shall be prorated based upon the number of units warranted by this Limited Warranty.

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♦Homeowners in Maryland, refer to Maryland Addendum, Section V.D.

*Homeowners in Newark, Delaware, refer to Newark, Delaware, Addendum, Section V.A.



SECTION V.

A. Newark, Delaware, Addendum

The warranty service fee as described in **Sections IV.F.3., IV.F.4. and IV.F.11.a** will be waived for homes built in the city of Newark, Delaware.

B. State of New York Addendum

Except as expressly provided in this Addendum, the warranties and rights listed herein are in addition to, and are not exclusive of, any warranties or rights listed in this Limited Warranty.

1. **Appliances and Items of Equipment** — Subject to other terms and conditions listed in this Limited Warranty, the exclusion concerning deficiencies in Appliances and Items of Equipment described in **Section II.E.14.** of this Limited Warranty shall not apply during the first two (2) years of the warranty term wherever (i) such Appliances and Items of Equipment are components of the Cooling, Ventilating, Heating, Electrical or Plumbing Systems; and (ii) the deficiencies in such fixtures, Appliances or Items of Equipment are the result of defective installation by your Builder.
2. **Standards — Section III.** — If the statutes of the State of New York provide greater coverage than the provisions of this Limited Warranty, those provisions shall modify the warranty to allow for the greater coverage.
3. **Alternative Dispute Resolution** — When making a request for warranty performance pursuant to **Section IV.E.** of this Limited Warranty, you have no obligation to submit to binding arbitration, nor do you have to pay any fee or charge for participation in non-binding arbitration or any mediation process concerning your request. However, any Unresolved Warranty Issues must be submitted to arbitration before a legal proceeding may be commenced. Further, if an Owner resorts to litigation, the rights and obligations imposed by **Section IV.E.** shall apply to such litigation.

C. State of Indiana Addendum

The warranties and rights listed above are in addition to, and are not exclusive of, any warranties listed in this book.

Notwithstanding anything contained in the attached printed form of the RWC Limited Warranty, this Limited Warranty shall include the following protection per **Section II.C.**, and is amended to read as follows:

1. **Two Year Coverage** — Commencing on the Effective Date of this Limited Warranty as specified on the Application For Warranty form, and subject to the terms and conditions listed herein, your Builder warrants that for a period of two (2) years your Home will be free from Defects due to nonconformity with the Warranty Standards set forth in **Section III.** of this Limited Warranty. With respect to fixtures, Appliances and Items of Equipment, the Warranty is for one (1) year or the manufacturer's written warranty, whichever is less.
2. **Years 3 and 4 Coverage Only** — During the third and fourth year following the Effective Date Of Warranty as specified on the Application For Warranty form, and subject to the terms and conditions listed in this Limited Warranty, your Warrantor warrants that your Home will be free from Defects due to nonconformity with the Warranty Standards set forth in **Section III. A. 3.11-3.16.**

D. Maryland Addendum

You should contact the Administrator personally to verify the existence of your Warranty. Further, you should report any Warranty problems, which are not promptly resolved by your Builder, to the Administrator.

1. **Section IV.F.3. and IV.F.4.** are not applicable for the state of Maryland.



RESIDENTIAL WARRANTY COMPANY, LLC