

RULES AND REGULATIONS
FOR
THE COMMUNITY AMENITIES
OF
THE LINKS AT GETTYSBURG PLANNED GOLF COMMUNITY

I. *Introduction*

The Links At Gettysburg Master Association ("Master Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Rules") for the Community Amenities of The Links At Gettysburg Planned Golf Community ("PGC" or "Community"). The Rules have been adopted for the purpose of governing the use of the community center building and swimming pool (collectively, the "Community Center" or "CC"). The Rules may be amended or updated from time to time by resolution of the Executive Board, and it is expected that they will be amended to reflect the addition of other amenities when constructed.

The primary purpose of the CC is to provide the residents of the PGC with a site for social and recreational activities. Use of the CC is subject to the Rules as set forth herein.

The Master Association is responsible for the operation, management and maintenance of the CC, as provided in the Declaration of Master Association for The Links At Gettysburg Planned Golf Community ("Master Association Declaration"). The Master Association, acting through its Executive Board, has formed a Community Center Operational Committee ("CCOC"), consisting of Unit Owners and other persons appointed by the Executive Board, for the primary purpose of advising the Master Association with respect to establishment and amendment of the Rules and the operation, management and maintenance of the CC.

II. *Definitions*

For purposes of these Rules the following definitions apply:

1. "Adult" means any person age eighteen (18) or over.
2. "Guest" means a non-resident of the PGC invited by a Member or other Adult or Child (over age 16) with Use Privileges (as defined herein) to use the CC or participate in CC activities.
3. "Member" means each Unit Owner. For purposes of these Rules only, the term "Unit Owner" includes each individual whose name appears on the deed of title to a Unit in the PGC.

4. "Non-Residents" means persons who neither own nor reside in a Unit in the PGC.
5. "Non-Resident Guests" means Non-Residents who have contracted with the Master Association for use of the CC in accordance with the provisions of the Master Association Declaration and these Rules.
6. "Resident" means a Unit Owner or other person who currently resides in a Unit in the PGC.
7. "Tenant" means any person who has leased a Unit in the PGC from its owner in accordance with the terms of the declaration creating the planned community or condominium in which the Unit is located.
8. "User" means any Member, other person to whom Use Privileges have been granted, or Guest.

All capitalized terms used in these Rules but not specifically defined herein shall have the meanings ascribed to them in the Master Association Declaration.

III. Membership; Use Privileges

1. Membership and Use Privileges.
 - a. Members. Any Member in good standing shall have the right to use the CC ("Use Privileges").
 - b. Other Residents. Use Privileges are extended to Residents other than Members without additional charge as follows:
 - 1) Children (under the age of 25) of Members and other Adults granted Use Privileges pursuant to Section III(1)(b)(2) below residing in a Unit in the PGC ("Children").
 - 2) In the event that a Unit in the PGC is owned by one (1) individual only, one (1) other Adult residing in that Unit (i.e., whose name does not appear on the deed of title to that Unit). *The total number of Adults (other than Children age 18 or older who are granted Use Privileges pursuant to Section III(1)(b)(1) above) granted Use Privileges per Unit at no additional charge is two (2). Additional Adults (other than Children age 18 or older who are granted Use Privileges pursuant to Section III(1)(b)(1) above) residing in a Unit may obtain Use Privileges for a fee to be established by the Master Association with the advice of the CCOC. Such fees will be posted in the CC*

building and will be subject to adjustment by the Master Association as necessary.

- c. Non-Resident Guests. Non-Residents can purchase Memberships in the CC pursuant to Section 10.1.3 of the Master Association Declaration.
 - d. Tenants. When a Unit in the PGC is leased, the Unit Owners are deemed to have transferred their Membership to their Tenants for the duration of the lease. The provisions of Section 3(b) apply to Tenants. All Tenants must prove residency in the PGC, and Tenants' passes must be renewed annually and fall under the same guidelines as Residents' passes (See Section III(3) below).
2. Guests. Guests may use the CC only when accompanied by a Member or other person over age 16 to whom Use Privileges have been granted. Members of the CC are responsible for the appropriateness of attire and conduct of their Guests. The Master Association reserves the right to limit the number of Guests invited to use the CC facilities, on a single occasion or in a given calendar year or swim season.
3. Passes: Registration. All Members, Children, other Adults granted Use Privileges under Section III(1)(b) above, and Tenants must register with the CCOC and must obtain a CC facilities pass ("Pass"). Registration shall be updated annually by the CCOC on a community-wide basis prior to the beginning of the swim season. All eligible users of the CC must have a valid Pass in their possession for access to the CC.
4. Termination/Suspension of Membership and Use Privileges.
- a. Termination. Membership and Use Privileges will automatically terminate (i) upon the sale of the Unit in the case of a Unit Owner; (ii) upon termination of residency in the Unit in the case of Children and Adults granted Use Privileges pursuant to Section III(1)(b) above; and (iii) upon termination of the lease of the Unit, in the case of a Tenant.
 - b. Suspension for Rules Violations. The Master Association, upon recommendation of the CCOC, reserves the right, at any time, to suspend the Membership or Use Privileges of any person entitled to use the CC for failure to comply with the Rules, or for conduct determined by the Master Association to be improper or not in the best interest of the Community. The suspended Member will be required to immediately return his/her Pass to the CCOC.
 - c. Suspension for Nonpayment of Dues. The Master Association, upon recommendation of the CCOC, may suspend the Membership or Use Privileges of any person who is responsible for payment of the annual assessment for the Community Amenities and who is more than sixty (60) days delinquent in the payment of such annual assessment.

IV. Waiver of Liability and Claims

It is expressly agreed by each Member, other person granted Use Privileges and Guest that use of the CC facilities, participation in CC-sponsored outside activities or events and transportation provided by the CC shall be used or undertaken by such Member, other person granted Use Privileges or Guest at his/her sole risk, and that the CCOC, the Master Association, the Executive Board and Officers of the Master Association, the Declarant of the Master Association, the Declarant of any planned community or condominium in the PGC, and the managing agent appointed by the Master Association ("Manager") shall not be liable for any injuries suffered by or any loss of or damage to the property (including, without limitation, automobiles and the contents thereof) of any Member, other person granted Use Privileges or Guest, or be subject to any claim, demand, action, suit, liability or damages whatsoever arising from or related to any such injuries or damage. It is expressly agreed and acknowledged by Members, other persons granted Use Privileges and Guests that participation in exercise and recreational programs is inherently dangerous. By use of the CC, each Member, other person granted Use Privileges and Guest agrees that he or she is aware of such risks. Each Member and other Adult granted Use Privileges is required to sign a Release (disclaimer) prior to using the CC.

V. General Rules and Regulations

1. Use of the CC is limited to persons described in Section III(1) above who are in financial good standing with the Master Association.
2. Community Center hours shall be established by the CCOC.
3. No smoking is permitted anywhere in the CC.
4. Children under the age of sixteen (16) are not allowed to have Guests unless in the company of and under the direct supervision of an Adult Member or other Adult granted Use Privileges pursuant to Section III(1)(b)(2) above.
5. Proper attire, including footwear, is required at all times in the Community Center. No one may enter the Community Center building, other than the locker rooms, in swim clothes.
6. Proper behavior and use of equipment is expected at all times.
7. All injuries occurring on the premises of the CC must be reported to the Manager.
8. Specific areas of the CC may be rented by the Master Association to Residents or Non-Residents for special occasions. Rental information may be obtained from the CCOC. Furniture, accessories and equipment, if moved, must be repositioned after use.

9. No animals may enter the CC area except those for the aid of the handicapped.
10. Any activity which causes or which may cause physical or cosmetic damage to the CC will not be tolerated. The cost to repair damage to the CC property caused by a Member or that Member's Guest shall be paid by the Member.
11. Any individual or group wishing to use the CC in any manner other than informal usage or regularly scheduled programs must make arrangements with the CCOC at least two weeks in advance.
12. No personal belongings shall be left in the CC overnight.
13. All persons are required to clean up after themselves while on CC property.
14. All CC property must remain on the premises (i.e. kitchen supplies, equipment, etc.).
15. Bicycles are to be parked only in a designated area near the pool entrance.
16. All motorized vehicles (cars, trucks, and motorcycles) are to be parked only in designated areas in the parking lot.
17. Pool entrance is gained at the side fenced pool area behind the Community Center building, not through the Community Center building.
18. Attire or personal hygiene deemed to be offensive to other individuals will not be permitted.
19. The CC will not be responsible for the loss or recovery of any personal property, contact lenses, etc.
20. The Master Association, upon the recommendation of the CCOC, shall have the final authority to enforce all Rules relating to the operation of the pool and may eject any persons failing to observe the Rules or otherwise conducting themselves improperly.
21. No person under the age of fourteen (14) shall be eligible to enter the Community Center building unless accompanied by an Adult. This restriction may be modified or waived in the case of any activity or program specifically for children under the age of fourteen (14) which is sponsored by or sanctioned by the Community.

VI. *Enforcement of Rules and Regulations*

All Users of the CC are responsible for compliance with the Rules. Violations of the Rules will be addressed as follows:

1. First Violation. Any first time offense shall result in suspension of Use Privileges for the day, and the User shall immediately leave the CC. User Passes will be kept by the CCOC during the suspension and returned thereafter.
2. Second Violation. Any second time offense shall result in suspension of Use Privileges for seven (7) days, and the User shall immediately leave the CC. User Passes will be kept by the CCOC during the suspension and returned thereafter.
3. Third Violation. Any third time offense shall result in suspension of Use Privileges for thirty (30) days, and the User shall immediately leave the CC. User Passes will be kept by the CCOC during the suspension and returned thereafter.
4. Additional Violations. Additional Violations may result in additional sanctions by the Master Association, upon the recommendation of the CCOC.

VII. *Swimming Pool and Spa Rules and Regulations*

The Master Association has complete authority and responsibility for the safe and orderly operation of the pool. Any conflict or problem shall be addressed to the CCOC or the Manager who will bring the issue to the Master Association for resolution if necessary.

1. Schedule
 - a. The pool will be open from Memorial Day through Labor Day. Hours will be adjusted for late openings before the end of the school year.
 - b. The pool will be open daily, Sunday through Saturday, including holidays.
 - c. The hours of operation shall be dawn to dusk.
 - d. No one shall use the pool at any other time without prior approval.
2. Health and Environment
 - a. All pool/spa users must shower before entering the pool/spa.
 - b. Chewing gum will not be permitted on the pool decks.

- c. Food and drink are permitted only on the upper deck area behind the fountains.
- d. Foul or coarse language will not be tolerated.
- e. Admission to use the pool will be refused to anyone wearing bandages, or who have skin abrasions or lesions, colds, coughs, extremely inflamed eyes, open sores, infections, nasal or ear discharge.
- f. Spitting, spouting water, blowing of noses, etc. are strictly forbidden in the pool/spa.
- g. No regular diapers are allowed in the pool. Swim diapers **combined with rubber pants** are mandatory for all children who are not toilet trained. In order to use the pool, children who are not toilet trained are to be under the direct supervision of their parent or guardian.
- h. Battery operated radios or other personal sound systems will be allowed in the pool area only with the use of earphones.
- i. Only lounge chairs and tables furnished by the CC will be used in the pool area.
- j. All trash is to be removed by the pool user or placed in the receptacles provided.
- k. To avoid staining of the poolside furniture from oils or lotions, please use a towel on the chair or chaise when using such products.
- l. Intoxicated persons will not be allowed in the pool at any time.
- m. Breakable objects are not permitted in the pool area.
- n. No smoking on the pool deck.
- o. Persons with infections or diseases that may be transmitted by the pool water are prohibited.

3. Safety

- a. Users of the pool area shall do so with the utmost care and caution to avoid accident and injury, not only to themselves but also to others.
- b. When weather conditions dictate (electrical storms or high winds) that the pool should be closed in the interest of safety, all persons shall vacate the pool area. Users shall leave the pool area at the first sound of thunder or sight of lightning. The pool will be cleared of all persons in case of an emergency.

- c. No running, pushing, wrestling, ball playing, horseplay, or other undue disturbances are permitted in or near the pool/spa.
- d. Ball playing in the pool water is permitted only as an organized and approved activity.
- e. ALL USERS USE THE POOL AT THEIR OWN RISK AS THERE IS NO LIFEGUARD ON DUTY.
- f. No wading or playing in the fountain area of the pool.
- g. No rafts, floats or large beach balls allowed.

4. Additional Rules for Spa Use

- a. Pregnant women, elderly persons, and persons suffering from heart disease, diabetes or high or low blood pressure should consult a physician before using the spa.
- b. Use of the spa presents a risk of drowning. Do not use while under the influence of alcohol, narcotics or drugs that cause drowsiness or that lower blood pressure.
- c. Do not use the spa if the outside temperature is above 102 degrees F.
- d. Enter and exit the spa slowly. Do not stand up quickly.
- e. Do not use the spa alone.
- f. Exit the spa if you feel ill or are beginning to be nauseated or dizzy.
- g. It is recommended that you not remain in the spa longer than 10-15 minutes and cool down before re-entering.
- h. Keep electrical appliances away from the spa.
- i. Do not dive or attempt to swim in the spa.
- j. No one under the age of fourteen (14) is allowed in the spa.

5. Safety for Children

- a. All children under fourteen (14) years of age must be accompanied by an Adult.
- b. The use of flotation devices in the main pool is allowed with the approval of the CCOC.
- c. The gate to the pool shall remain closed at all times.