

RULES AND REGULATIONS  
FOR  
THE COMMUNITY CENTER  
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 center with meeting rooms, locker rooms, gym, and other facilities (collectively, the "Community Center" or "CC") of The Links At Gettysburg Planned Golf Community (PGC or "Community"). These Rules may be amended or updated from time to time by resolution of the Executive Board.

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. 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. Definition

For purposes of these Rules the following definitions apply:

- 1) "Adult" means any person aged eighteen (18) or over.
- 2) "Access Card" is a physical card that contains an access code used to unlock doors.
- 3) "Guest" means a non-resident of the PGC invited by a member or other Adult or Child (over age 14) with Use Privileges (as defined herein) to use the CC or participate in CC activities.
- 4) "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.
- 5) "Resident" means a Unit Owner or other person who resides in a Unit in the PGC.
- 6) "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.
- 7) "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) Member. 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 as follows:
  - i) Children of Members under the age of 25 residing (Children) in a Unit.
  - ii) In the event that a Unit in the PGC is owned by one (1) individual only, one other Adult residing in that Unit (i.e., whose name does not appear on the deed of title to that Unit) shall be given Use Privileges.

#### Notes:

1. The total number of access cards provided per Unit (Improved or Unimproved) at no charge is two.
  2. Additional access cards may be purchased at \$25 each for other residents over the age of 14 who have Use Privileges.
  3. If a card is lost, the replacement card fee is \$10.00.
- c) 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 III (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 (2) below).
  - d) Guest. Guests may use the CC only when accompanied by a Member or other person over age 14 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.
- #### 2) Passes: Registration. All Members, Children (over the age of 14), other Adults granted Use Privileges under Section III (1), and Tenants must register with the CCOC to obtain a CC facilities access card. Registration shall be updated from time to time by the CCOC on a community-wide basis prior to the beginning of the calendar year. All eligible users of the CC must have a valid access card in their possession for access to the CC.
- #### 3) 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); 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 may be required to immediately return his/her Pass to the CCOC.

- c) Suspension for Nonpayment. The Master Association may suspend the Membership or Use Privileges of any person who is more than sixty (60) days delinquent in the payment of the Master Association annual dues or Community Amenities fee.

#### 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 shall be 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.

#### V. Rules and Regulations

Note: The **CC is under video surveillance 24/7**. The cameras are not routinely monitored in real-time, and residents are solely responsible for safekeeping their personal property.

- 1) Use of the CC is done at your own risk.
- 2) Use of the CC is limited to persons described in Section III (1) who are in financial good standing with the Master Association.
- 3) Community Center hours shall be established by the CCOC.
- 4) No smoking of any type (including e-cigarettes) is permitted anywhere in the CC or on site.
- 5) Children under the age of fourteen (14) 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 above.
- 6) 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.
- 7) Proper behavior and use of equipment is expected at all times.
- 8) All injuries occurring on the premises of the CC should be reported to the CCOC via email at [linkscoc@gmail.com](mailto:linkscoc@gmail.com).
- 9) Furniture, accessories and equipment, if moved, must be repositioned after use.
- 10) No animals may enter the CC area except those for the aid of the handicapped.

- 11) 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 Members Guest shall be paid by the Member.
- 12) 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.
- 13) No personal belongings shall be left in the CC overnight.
- 14) All persons are required to clean up after themselves while on CC property.
- 15) All CC property must remain on the premises (e.g., kitchen supplies, gym equipment, etc.).
- 16) All motorized vehicles (cars, trucks, and motorcycles) and bicycles are to be parked only in designated areas.
- 17) Pool entrance is gained at the 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 CC.
- 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 which is sponsored by or sanctioned by the Community.
- 22) The books, puzzles, etc. in the library are for all resident enjoyment. Please enjoy them and return them when you are finished. Feel free to donate any of your old books or puzzles that you no longer want.

## VI. Community Center Rental

Specific areas of the CC may be rented by the Master Association to Residents. Rental information may be obtained from the CCOC. Refer to the CC Rental agreement at [www.linkshoa.org](http://www.linkshoa.org).

## VII. Enforcement of Rules and Regulations

All Users of the CC are responsible for compliance with the Rules. A violation of any rule will be dealt with on a case-by-case basis, with verbal or written warnings, and other escalating penalties up to and including suspension of privileges and fines.

## VIII. Questions/Complaints/Violation Reporting

All questions, complaints, suggestions and violations pertaining to the CC MUST be submitted in writing and sent to [linkscoc@gmail.com](mailto:linkscoc@gmail.com).