



RULES AND REGULATIONS
OF
THE COURTYARDS
AT THE LINKS AT GETTYSBURG,
A PLANNED COMMUNITY

(REVISED as of September 13, 2023)

This Document has been reviewed and approved by The Courtyards at the Links at Gettysburg Homeowners Association Executive Board as of September 13, 2023.

This version of the Courtyards Rules and Regulations supersedes all previous versions.

Table 1 - Record of Revisions

#	Date	Section	Description
1	10/12/2017	19	Revise Flag rule to include (second) military flags
2	3/1/2018	16, 20	Revise rules to clarify sign and Christmas decorations
3	12/12/2021	Title page	Add Executive Board approval block
4	5/7/2022	19	Revise flag rules to align with PA Statute
5	5/18/2022	All	Administrative and format changes
6	9/13/2023	All	Adjustments made after recommendations by the CY Ad Hoc R&R Review Committee. Changes include clarification of terms, use of common "Plaza" areas, children play areas, control of pets, temporary RV parking, auto for sale signs and other administrative changes.

Table of Contents

GENERAL 1

RESTRICTIONS ON USE..... 1

PET RULES 6

STORAGE 7

PARKING 7

ENTRY ONTO UNITS..... 8

ASSOCIATION 9

CONSIDERATION IN USE OF UNITS 9

OTHER RULES AND REGULATIONS..... 9

RULES AND REGULATION ENFORCEMENT 10

GENERAL

1. The Courtyards 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. **Gender.** Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.
3. Wherever in these Rules and Regulations reference is made to "**Unit Owners**," such term shall apply to the owner(s) of any Dwelling Unit, to their family, tenants whether or not in residence, domestic employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and a Manager or any other managing agent when a Manager or a managing agent is acting on behalf of the Association.
4. The term "**Declaration**" when used herein refers to the Declaration of Covenants and Restrictions for The Courtyards At The Links At Gettysburg, A Planned Community (the "**Community**") dated July 25, 2003. The term "**Bylaws**" when used herein refers to the Bylaws of The Courtyards Homeowners Association dated July 25, 2003. The term "**Manager**" when used herein refers to a 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 *ets. eq.* ("**Act**").
5. 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.
6. 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.
7. The term Courtyards **Common Elements** and Courtyards **Limited Common Elements** as used herein applies to all property within the Courtyard HOA except that owned by a homeowner. It does not include property that is covered under the Master Association or the other HOAs in the Links community.
8. Please refer to ***Declaration of Covenants and Restrictions For The Courtyards At The Links At Gettysburg, A Planned Community*** (the Declaration) for detailed explanation of the above definitions and for additional definitions. The Declaration takes precedence over all other Courtyards documents.

RESTRICTIONS ON USE

9. 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, employed domestic help, and guests.

10. There shall be no obstruction of the Common Elements except as otherwise noted herein. 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.
11. **Use of Central Plazas and Courts.** In accordance with the land development plan approved by Mt Joy Township that established the Planned Golf Course Community (PGC), the Courtyards HOA was set up in courtyard clusters.
 - a. A courtyard cluster is a group of single family, detached homes arranged around a landscaped central Plaza. The design intent of courtyard clusters is to preserve open spaces, creating courtyards and landscaped pocket parks to enhance the overall atmosphere of the housing development and community life and to encourage neighborliness.
 - b. The central Plaza of each cluster in Courtyard HOA is a Common Element as defined in the Declaration. The Community, managed by the Executive Board, is responsible for the maintenance of all Common Elements; however, the Executive Board encourages residents of each Courtyard Cluster to help maintain and upgrade their central Plaza for all residents' enjoyment. This process is governed and controlled via the Architectural Review Committee (ARC).
 - c. In keeping with the intents of enhancing community life and encouraging neighborliness, residents may, with ARC and Executive Board approval, upgrade their courts with furniture, add plants, and other temporary or permanent enhancements. Any additions and/or enhancements are the sole responsibility of the resident(s) proposing the change to include installation, maintenance, upkeep, and removal (as necessary). If the resident(s) fails to maintain or remove the enhancement, the Board, at its sole discretion, can remove the enhancement and/or restore the Plaza to its original condition and assess the resident(s) for all costs.
 - d. All personal property placed in any portion of the Common Elements 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.
12. 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 their 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 placed, committed, or stored on the Common Elements
13. 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.

14. No garbage or trash or containers 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. 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. Cardboard boxes, regardless of size, must be broken down to the extent possible, flattened, prior to placement for pick-up.
15. 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.
16. Bicycles, toys, benches, chairs, or other articles of personal property shall not be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements or Limited 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.
 - a. Children may play, ride bikes and/or use toys in the common elements and parents acknowledge that this is at their risk and not the HOA. The cost of repairing any damage caused by such activity shall be borne by the Unit Owner causing such damage.
17. Trails as designated by the Golf Course Owner. The use of all-terrain vehicles, 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.
18. The water closets (e.g., toilets) 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.
19. 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.
20. Nothing shall be done in any Unit or on the Common Elements or Limited 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.
21. 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.

22. In accordance with the Declaration of Covenants and Restrictions for the Courtyards at The Links at Gettysburg, Article VII, paragraph 7.1.7, no signs or billboards of any kind are permitted, with the exception of signs for sale or rent of a Unit, subject to these Rules and Regulations.
- a. A sign or billboard is defined as any permanent or temporary board, poster, placard, or similar structure that displays or includes any letter, word, drawing, picture, emblem or which is in the nature of an advertisement, announcement, visual communication or direction or is designed to attract the eye or the attention of the public.
 - b. Real Estate related signs as permitted by the Declaration, specifically “For Sale,” “For Rent” or “For Lease” signs, are subject to the following: signs shall not exceed twenty (20) inches by thirty (30) inches and shall be placed only within the mulched areas in front of each unit. Conforming signs do not require specific written approval of the Executive Board. Units that have rear or side exposures to public view, from a street or the golf course, may also display Real Estate related signs in the rear or side yard, not to exceed twenty (20) inches by thirty (30) inches and within the mulched area.
 - c. Additionally, political campaign signs placed inside the Unit and visible through the window from the exterior of the Unit may be displayed for two weeks before a scheduled primary, general or special election. Political signs shall not exceed twenty (20) inches by thirty (30) inches and shall be removed within three (3) days after the election date.
23. White, off-white or earth-tone backed draperies or curtains, or white, off- white, earth-tone 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.
24. 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. The foregoing does not, however, preclude Unit owners from displaying ornamental objects on windows or doors, or on the walls of their porches, patios, or decks without prior approval from the executive Board.
25. 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 clothesline, 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.
26. 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 (via the ARC Request process), and any alteration shall be done in accordance with the Declaration and existing ARC Guidance.

27. No swing set or similar playground-type equipment may be installed in the yard surrounding any Unit.
28. **Flags.** Notwithstanding the foregoing prohibitions in Paragraph 22, and in accordance with the Pennsylvania Statute entitled *American, Commonwealth and Military Flag Act* (§§ 50.1 — 50.3) each Unit Owner may fly two (2) flags specifically identified from poles attached to the exterior wall of their Dwelling.
 - a. The flags allowed to be flown are specifically designated in the PA Statute and include: the US flag and the Commonwealth flag or a Military flag. The Statute defines military flags to be:
 - i. *A flag of any Branch of the United States Armed Forces or the Pennsylvania National Guard and POW/MIA flags.*
 - b. Military flags allowed includes the POW Flag; or one of the Branches of the US military as defined by Department of defense (the US Army, US Navy, US Air Force, US Marine Corp, US Coast Guard and US Space Force) or one of the Branches of the PA National Guard (the PA Army National Guard and PA Air National Guard).
 - c. No other flags or banners may be hung or flown from the exterior of a Dwelling. No in-ground flag poles are permitted.
29. Christmas and other Holiday or Seasonal decorations are permitted to be displayed on the exterior of residences provided they comply with the following guidelines and the Courtyards Architectural Review Committee (ARC) Guidelines for Homeowners:
 - a. Permitted Christmas and other Holiday or Seasonal decorations include wreaths, ornamental objects, creches, decorative lights and similar traditional displays that are consistent with the architectural character present throughout the Courtyards. Decorative items will not exceed 36 inches in height, width or length and will be located within the mulched bed area and not within the lawn area.
 - b. Christmas and other Holiday or Seasonal decorations expressly do not include signs and billboards or similar items, as signs and billboards are expressly prohibited by the Declaration, paragraph 7.1.7.
 - c. Christmas decorations may be displayed only from Thanksgiving Day of each year until January 15 of the following year. Other Holiday or Seasonal decorations may be displayed only for the period beginning ten (10) days prior to the date of the specific holiday and ending no later than five (5) days following that date.
 - d. Details for exterior decorative holiday lighting are provided under the ARC guidelines. Questions pertaining to specific decorations may be addressed to the Courtyards ARC Committee.
30. 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 (i.e., the Courtyards at the Links Architectural Review Committee process). 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.

- a. Unit Owners may install storm doors on their Units without Executive Board approval, provided that (i.) such storm doors are of the full-pane variety, (ii.) the trim around the glass pane is painted to match the existing door, and (iii.) the Executive Board shall have the right to require removal or modification of any storm door not in compliance with this rule.

PET RULES

31. No animals, except orderly dogs, cats, or other domestic animals (e.g., birds, fish, hamsters, gerbils, etc.) 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) uncaged pets shall be kept in any Unit. Nothing contained herein shall prohibit a visually or otherwise impaired owner or occupant from keeping a certified service animal in his or her Unit.
32. 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 a Resident's Property without a fence. 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 take steps to control the actions of the pet that are considered to be a nuisance to include removal of the pet from the property/community.
33. All pets must be licensed and inoculated as required by law.
34. Pet owners are fully responsible for personal injuries or property damage caused by their pets.
35. All pets shall be kept in the pet owner's Unit as house pets; 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 on, or otherwise use any Limited

Common Elements or Common Elements, for the purpose of securing a space either temporary or permanent for any pet.

36. Pets must be accompanied by an individual and maintained on a leash at all times when outside unless confined within an authorized physical or invisible fence within the Unit Owner's property line. No pet 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. Pet waste should be disposed of at the home of the pet owner. The cost of repairing any damage caused by pets shall be borne by the Unit Owner.

STORAGE

37. 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

38. 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. 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.

- a. Notwithstanding the foregoing paragraph, recreational vehicles (RVs) may be parked within the Community for periods of up to three days.

39. 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.

- a. Notwithstanding the foregoing paragraph, one For Sale sign not to exceed 14 inches by 14 inches may be displayed in the side window of a vehicle personally belonging to a Resident.

40. 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.
41. 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. Unit Owners and occupants shall park only in the garage or driveway of their Units.

42. Temporary parking on the interior streets and courtyards by the guests, hired tradesmen and other invitees of Unit Owners and occupants shall be permitted, provided that such temporarily parked vehicles do not block or impede access to any driveway, courtyard, or interior street.
43. No parking shall be permitted in the entranceway to any courtyard or on the curve on Battery Ridge Drive in the vicinity of Units 4 and 13. 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

44. 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.
45. 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.
46. The Association or the Manager shall 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.
47. Employees and agents of the Association, including the Manager, 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

48. 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. Cash will not be accepted.
49. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Manager or the Executive Board at 200 Clubhouse Drive Box 2, Gettysburg PA 17325 or via email at courtyardshoaboard@gmail.com.
50. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Manager or the Association.

CONSIDERATION IN USE OF UNITS

51. All persons shall be properly attired when appearing in any of the public areas of the Community.
52. 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.
53. 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 the manufacturer's directions.
54. Unit exterior doors (or storm doors, if applicable) and garage doors shall be kept closed and secured at all times except when in use.

OTHER RULES AND REGULATIONS

55. 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 a request is submitted to the ARC and approved by the Executive Committee. Any proposal for plantings must be 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.

56. No fences, alterations or additional improvements of any kind may be erected or placed by a Unit Owner on their property, around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.
57. The installation or use of wood or kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.
58. 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.

RULES AND REGULATION ENFORCEMENT

59. Unit Owners are responsible for compliance with the Rules and Regulations. A violation of any rule will be dealt with on a case-by-case basis, with verbal or written warnings, and other escalation penalties up to and including fines.