

**THE
RIDGEFIELD
HOMEOWNERS
ASSOCIATION**

RULES & REGULATIONS

**RECREATION CENTER
FITNESS ROOM
ACTIVITY ROOM
POOL**

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SECTION I – ADMINISTRATION

A. Eligibility for Access to the Recreation Center

The Recreation Center’s Activity Room, Fitness Room, and Pool are operated for solely the benefit and enjoyment of members in good standing of The Ridgefield Homeowners Association.

A member is defined as any resident Owner or Tenant of a Living Unit and all other individuals permanently residing at that address. This includes persons attending school away from home but residing in that Living Unit during the school breaks.

An adult member is defined as being 18 years of age or older.

An Owner in good standing has paid all assessments due, including but not limited to, any liens, fees, and late charges. Only Owners in good standing may use the Recreation Center, the Fitness Room, Pool and the Activity Room. The right to use the facilities is extended to residents and tenants of Owners who are in good standing.

Any individuals who are not Owners or do not meet the above residency requirements will be considered guests subject to admission rules described in other parts of this document.

To qualify for use of the Recreation Center facilities, all members and their guests must first register at the Recreation Center by completing all appropriate forms relative to use of Fitness Room and Pool or rental of the Activity Room. The purpose of these forms is to obtain a hold harmless statement from members and guests, to obtain an agreement from members and guests to obey all rules, and to obtain an agreement from members to be present at all times when their guests are using the facilities.

The Board of Directors reserves the right to suspend, for a defined period or permanently, Recreation Center privileges for any member or tenant found in violation of these Rules and Regulations.

B. Recreation Center Management

It is the responsibility of the Recreation Center Manager to assure the smooth operation of the facility according to the rules and regulations established by the Board of Directors and its Standing Committees. As such, matters of administration and operation can be directed to the Recreation Center Manager, but matters reflecting departures or changes in policy should be directed to the Standing Committee Chairpersons.

Any Owner having suggestions to improve the operation or use of the Recreation Center should complete a Ridgefield Homeowners Notice to Directors available in the Recreation Center lobby and online and submit it to the Recreation Center staff. The Notice will be given to the appropriate Director who will handle it.

SECTION II –ACTIVITY ROOM

A. Availability of Activity Room

The Recreation Center is a private facility owned by The Ridgefield Homeowners Association. As such, any functions which are expressly for the general public or are advertised outside the Ridgefield Subdivision are prohibited.

Only The Ridgefield Homeowners Association, Cluster Associations, or adult members in good standing can reserve the Activity Room by following the rental procedure.

Priority on use of the Activity Room is given to Association sponsored activities, such as meetings of the membership, Board of Directors, committees and association clubs. All requests will be handled on a first-come-first-served basis.

The Ridgefield Homeowners Association has free access to the Activity Room facilities for all of its sponsored events. Cluster Associations have free access for their annual meetings and one social function, per year. All other uses will be subject to the rental rates for individual members.

The Recreation Center, including the entire pool area, is a smoke-free facility. Smoking is limited to the designated area outside the front entrance to the Recreation Center.

The consumption of food and/or drink outside the Activity Room, in parked cars, and/or in the parking lot is prohibited.

Rental of the Activity Room does not include access to the Fitness Room, Pool, Pool Deck, or Pool Pavilion.

The maximum allowable capacity of the Activity Room is 350 people.

An Accident/Incident Report (located in the black rack in lobby) must be completed for any accidents or injuries occurring during the rental period. The form must be left with the “Clean-Up” Checklist on the clipboard for the Rec Center Manager. A First Aid Kit is behind the front counter in the lobby and an AED (Automated External Defibrillator) is on the wall near the front door.

The Activity Room tables and chairs are not available for use outside of the Rec Center building.

B. Rental Procedure

The adult member should first check availability of the facility with the Recreation Center Manager or Assistant Manager well in advance of the date requested. The Recreation Center office has the only calendar for available dates.

If the facility is available, an adult member must fill in The Ridgefield Homeowners Association Reservation Application and Agreement (available at the Rec Center and on-line) and complete it at the Recreation Center office. The adult member will receive a copy of the signed agreement.

The adult member must write one check from their own checking account made out to the “The Ridgefield Homeowners Association” for the rental and security deposit; and any special charges required.

By signing the Reservation Application and Agreement, the member accepts total and personal responsibility for all charges, penalties, damages, or other remedies provided for in the agreement, regardless of what group or organization was connected with the rental.

The adult member must schedule a walk through at the time of submitting the rental agreement.

The adult member must be present at all times during the function, including the set-up and the clean-up.

After the rental, the facility will be inspected to ensure that no damage has occurred and that the adult member has completed all items under "Clean Up" on the Checklist for Activity Room Rental (see contract for specifics).

C. Rental Fee Schedule

Rental fees for the activity room are based on the number of individuals and are available at the Rec Center and on-line.

D. Special Charges

When alcoholic beverages are served and 75 or more guests are anticipated, the Recreation Center Manager will hire a security service. The cost to the adult member is the current hourly rate, as indicated in the contract, from the beginning of the function until the facility is locked by the member and security guard. Alcoholic beverages are prohibited to be sold.

When food is served or stored in the storage room, the adult member will pay an extra fee for the cleaning service to clean the storage room floor and store all the tables and chairs.

When the adult member wants to set up for the function the day or evening before, they may rent the Activity Room for \$75.00 providing no activities are already scheduled.

E. Cancellation of Rental

If a function must be cancelled, the adult member must notify the Recreation Center as soon as possible. The adult member agrees to pay a cancellation fee of \$25 if the rental of the Activity Room is cancelled less than 30 days before the scheduled event. If the Activity Room is re-rented for the same day, the cancellation fee will be returned to the adult member.

F. Security Deposit

The security deposit may be applied to additional cleaning costs and to damages to Association property, facilities and equipment caused by adult member, adult member's family and/or guests (invited or uninvited) during the rental period. Cleaning, repair, and replacement costs will be determined by the Recreation Center Management. The adult member's responsibility for any cleaning costs and damages is not limited to the amount of the security deposit. Cleaning costs and damages in excess of the security deposit will be charged to the adult member as soon as possible. The adult member further understands and agrees that if the charges for cleaning costs and damages are not paid in full within 30 days after the date of the invoice for said cleaning costs or damages, the adult member may lose all Association privileges and the Association may take legal action against the adult member to recover such cleaning costs or damages.

G. Liability

The adult member is responsible for all actions, negligence (intentional or unintentional) of family members, guests (invited or uninvited) while on the Ridgefield Subdivision. The adult member is responsible for their own sobriety, the sobriety of family members, and guests (invited or uninvited). The adult member relieves the Association and its Board members and officers of any liability for their own actions, family members, and guests as if the function were held in the adult member's own Living Unit. The adult member agrees to indemnify, defend and hold the Association and its Board members and officers harmless from any and all claims, actions, cause of action, or liabilities arising out of, related to or as a consequence of the function. The adult member acknowledges that the Association's insurance does not insure them, family members, and guests (invited or uninvited), for negligence, intentional misconduct or other actions. The adult member should make their own arrangements for insurance. The Association is not responsible for any damage or loss of any personal property during the rental period.

I. Decorations & Signs

Only battery-operated candles are permitted.

Using tape, tacks, nails, hooks or any type of adhesive on Activity Room tables, windows, walls, wood trim, light fixtures, and beams are prohibited.

Hanging signs or decorations from fans, ceiling, beams, walls, potted plants, or light fixtures are prohibited. Permanent hooks have been placed around windows for lightweight decorations.

Decorative confetti, beads, or glitter are prohibited. Balloons are allowed if tethered or weighted down to tables or floor.

Tables must be covered with plastic or cloth.

Signs and balloons directing guests to the function must not be attached to street signposts or other permanent signs. All signs at the Ridgefield entrance, street corners, and the Rec Center driveway must be removed immediately after the function.

J. Rental Hours

Music must stop at 12:00 midnight. All guests must vacate the premises by 1:00 AM. Clean-up must be completed and the Recreation Center locked no later than 2:00 AM.

SECTION III – FITNESS ROOM

A. Eligibility Requirements for Access to the Fitness Room

Before any member or guest can enter the Fitness Room, they must comply with Section I, Part A Eligibility Requirements for Access to the Recreation Center, complete the Fitness Room Registration & Waiver, and follow Section III, Part C. Sign-In/Out procedures.

All guests entering the Fitness Room must be at least 18 years old and must be accompanied by an adult member. All guests will be subject to a guest fee.

Members 16 and over may use the Fitness Room.

Members 14 to 16 may use the Fitness Room only when they are accompanied by an adult member. If the adult member leaves the Fitness Room, for any reason, the accompanied child must leave with them.

B. Fitness Room Hours

Fitness Room hours are posted at the Rec Center and on-line.

C. Sign In and Sign Out Procedures

All members and guests must sign in and out of the Fitness room.

D. General Rules

All members and their guests use the Fitness Room equipment at their own risk and must read and comply with the “Operation” labels on the equipment before use.

Shoes worn outside are prohibited to be worn into the Fitness Room. Only closed-toe athletic or tennis shoes may be worn for workouts.

Use of treadmills, cycle, step climber, and elliptical is limited to 30 minutes when other members are waiting to use them.

Equipment must be left in clean condition. Members and guests must spray a paper towel with sanitizer provided and wipe down equipment, including handlebars and seats, immediately after using the equipment.

Members using the Fitness Room on a regular basis may request an assigned locker to secure items while they exercise.

The Fitness Room cannot be rented for private use.

E. Personal Trainers

The personal trainer must provide the Directors with a current Certificate of Liability with at least \$1,000,000 liability each occurrence and at least \$300,000 property damage.

The personal trainer must sign the Fitness Room waiver as a guest of the member. The personal trainer must work with only that member. The personal trainer must sign in and out with the member and pay the guest fee.

SECTION IV – POOL

A. Pool Operations Management

A professional pool management company manages the Ridgefield Pool by contract between The Ridgefield Homeowners Association and the selected pool management company. The Director who advises the Pool Committee is responsible for liaison between the Board of Directors and the pool management company to assure compliance with the contract.

Any Owner is welcome to be a member of the pool committee or attend any scheduled meetings.

B. Eligibility Requirements for Access to the Pool

Before any member or guest can enter the Ridgefield Pool area, they must comply with Section I, Part A, Eligibility Requirements for Access to the Recreation Center by completing the Pool Registration & Waiver Form and follow Section IV, Part D. Sign-In/Out procedures.

C. Guest Privileges

Except for pool parties, each Living Unit may have up to 8 pool guests at any one time and an unlimited number of guests per season.

Guests, regardless of age, entering the pool area whether in street clothes or swimming attire, will count toward the 8 guest limit.

All guests must be accompanied by an adult member at all times including sign in and sign out. Unattended guests will be required to leave. Failure of the member to comply with the rules after the appropriate warnings may cause loss of pool privileges for the season for that Living Unit.

Guest privileges are extended subject to the current charge per each guest visit. Tickets or exact fee is required. The lifeguards do not make change. Guest tickets or fees are non-refundable.

Guest tickets may be purchased at the Recreation Center desk during normal operating hours only from The Ridgefield Homeowner Association personnel. The lifeguards are not authorized to sell or distribute guest tickets. Guest tickets or equivalent cash must be presented at the desk before a guest is allowed to enter the pool area.

Guest tickets may be purchased at a discount from April 1 until the pool opens.

The Board of Directors reserves the right to suspend guest privileges at any time should the number of swimmers exceed pool capacity limits established by the State of Ohio or the pool management company.

D. Sign In/Out Procedures

All members and guests must be “signed in” when entering the pool area and “signed out” when leaving the pool area. Lot/Parcel numbers must be entered on the sign-in sheet or admittance will be denied.

Members under age 12 must be accompanied by an adult member at all times.

Members under age 16 may not sign in guests.

Members age 16 or 17 may sign in a maximum of 2 guests.

E. Caregivers Program

Member parents with children under 12 may designate a caregiver who will have permission to bring the member’s children to the pool in place of the member parents. In order to qualify for the Caregiver program, the member must first complete the Ridgefield Pool Waiver for Caregivers. The caregiver shall remain fully responsible for the member children while at the pool. The caregiver, if a non-member, will be counted as a guest for each visit and be required to pay the current guest fee or submit a guest ticket.

F. Proficiency Tests

The lifeguard shall retain unilateral authority to administer swimming proficiency tests to determine a swimmer’s level of proficiency if the safety of the member or guest is in question. This applies to all members or guests of any age.

In the event any swimmer is unable to pass the swimming proficiency test, their activity may be limited to certain areas of the pool.

G. Wading Pool

The Wading Pool is limited for the enjoyment of persons, 6 years of age and under, and they must be accompanied by an adult member.

Lifeguards are not on duty at the Wading Pool.

H. Dates and Hours of Operation

Swimmers are prohibited in the pool area when lifeguards are preparing the pool for opening or closing.

Weather permitting, the pool will be open 7 days a week between the Saturday of Memorial Day Weekend and Labor Day. Pool hours will be posted on the RHA website and at the Recreation Center.

The pool may be used only when the lifeguards are on duty.

I. Safety, Health, and Discipline

The lifeguards on duty are responsible for the safe operation of the pool.

Lifeguards have authority to enforce the rules in the pool area and correct incidents of horseplay, running, foul language, any activity that is a nuisance, or any other unacceptable behaviors as established by the Board of Directors.

The lifeguards and members of the Board of Directors have authority in their sole discretion to ban any user of the Pool from the pool at any time. Any infractions of the rules will be reported by the lifeguards to a member of the Board of Directors or to the Chairperson of the Pool Committee. Failure to comply with the lifeguard's instructions or these Rules and Regulations may lead to immediate removal, suspension or loss of pool privileges.

The Board of Directors must approve any changes in operation of the pool. Any Board approved changes are to be followed by all members and guests without question or challenge. Lifeguards do not have the authority to grant changes or exceptions without the approval of the Pool Director.

All accidents, injuries or unsafe conditions, either in the pool, Recreation Center, Fitness Room, or the locker rooms are to be reported to the Head Lifeguard on duty. An Incident/Accident form must be completed.

Unsafe or health conditions that cannot be immediately remedied, may justify the lifeguards shutting down the pool until the conditions can be rectified.

J. Weather Conditions

The pool will not be open if the outside temperature is below 65° F.

The pool will be closed if threatening weather conditions are determined by the lifeguards, such as the sound of thunder and/or observance of lightning. Other safety or health conditions may cause closing of the pool at the discretion of the lifeguards.

If the pool is closed, all persons are to immediately exit both pools and leave the pool area.

Should the pool reopen later the same day, guest privileges will be restored at no further charge.

Guest tickets or fees are non-refundable.

K. Pool/ Water Conditions

A change in water temperature will not cause the pool to be closed. Cloudy or murky water may occur with filter or pump problems. The pool will remain in operation as long as the condition of the water remains within acceptable limits and health standards as determined by the pool management company's regulations. Other conditions may cause disruption of swim time resulting in all swimmers exiting the water for a period of time.

L. Swimmer Conditions

Use of the pool may be denied to those swimmers with conditions which may constitute a health risk to others, such as open wounds, etc. Those with bandages are prohibited from entering the water.

M. Pool Rules

Listed below are the rules for operation of the pool not previously listed under other sections and not included in standard pool rules by the pool management company, to govern conduct of swimmers as supervised by the lifeguards. Standard pool rules will be posted.

During Rest Periods, all children age 12 and under, are to exit the pool promptly and may not sit with any part of the body touching the water.

Diving is permitted in the designated diving area only. Diving is prohibited in any other area of the pool. Swimming is prohibited under the diving boards. Only one person at a time is allowed on each of the diving boards or ladders.

Food and non-alcoholic beverages are allowed in the pool area, but the individuals bringing in the food and drink are responsible for placing all trash in a trash container and/or removing their trash when leaving the pool area. Alcoholic beverages and glass containers are prohibited.

Flotation devices are limited to noodles, water wings, vests, and float rings.

Devices such as fins, snorkels, and masks/goggles are permitted

Smoking is prohibited in all areas except the designated smoking area.

All persons with bladder or bowel control problems are prohibited from using the pool unless they are wearing appropriate protective garments (e.g.: swim diapers).

Except for service dogs, animals and pets are not allowed in the pool area.

Chewing gum is prohibited in the pool area or locker rooms.

Unsafe conditions or conduct should be brought to the attention of the supervisory lifeguard on duty. The supervisory lifeguard's name is to be posted. Failure of the lifeguards to remedy such conditions or conduct should be brought to the attention of the Pool Chairperson or Director.

Problems involving lifeguards should also be brought to the attention of the Directors by filing a "Notice to Directors" form available in the Rec Center lobby.

The Pool Storage, Filtration and Pump Buildings are off limits to members and guests.

The lap lane is to be used for lap swimming only.

Sitting or hanging on the marker ropes is prohibited.

N. Pool Parties

Pool parties must be arranged for any group including more than 8 guests and will be limited to a group with a maximum of 25 guests. All pool parties must be scheduled in advance with Rec Center Management. Scheduling is on a first-come-first-serve basis. No more than one party can be held at a time. Parties may not be held on holidays or holiday weekends.

The adult member sponsor will be required to pay the current reservation fee to reserve the pavilion for 4 hours and an added fee will be required if additional lifeguards are needed to meet the requirement of one guard per 25 swimmers.

The adult member sponsor will see that all guests sign in on the special form provided at the desk for pool party attendees.

All participants in the pool party must follow all of the rules stated in this document and posted in the Rec Center and/or pool area.

Whether in street clothes or swimming attire, any guest entering the pool area will be counted within the maximum guest allowance. There will be a fee for each non-resident guest.

The adult member sponsor must be present at the pool for the entire duration of the party. The adult member sponsor shall be responsible for cleaning up all their refuse, debris, waste, etc. around the pool and pavilion area. The area is to be restored to its original condition or an additional fee will be charged.

The pool cannot be rented for private or after-hour parties and will be available for pool parties only during normal operating hours.

Parties may not last longer than 4 hours. Parties leaving the pool earlier than 4 hours must advise the supervisory lifeguard to help the lifeguards keep track of swimmers.

O. Swimming Lessons

Swimming lessons may be offered to the members. Interested parties should contact the lifeguard on duty.