

2009 DHARA RULES

Dominion Hills Area Recreation Association | www.dominionhills.org

INTRODUCTION

These RULES AND REGULATIONS are for the protection and benefit of all users of the pool facilities, and are designed to assure safe and sanitary operation of your pools. The parents in a Family Membership are to instruct their children and guests to observe all rules and to obey instructions from lifeguards and other pool attendants. Continued failure to comply with these rules shall be considered cause for suspension of privileges as specified in the BY-LAWS.

1. GENERAL RULES

1.1 The cost of any property damage or expenses incurred through violations of the operating rules by a family member, members of the household and guests, and holders of use permits will be charged to the Membership responsible. DHARA will not be held responsible for loss or damage to personal property.

1.2 At the discretion of the Manager on Duty, the wading pool may be open during swim lessons to adults with small children between the hours of 10:00 a.m. and 12:00 noon, Monday through Friday. The wading pool will not be open in the mornings during weekday swim team practice times nor during home swim meets on Saturday mornings.

1.3 After 6:00 p.m. all children under 12 years of age must be accompanied by a parent or responsible adult who must remain with them in the pool area.

Note: On several occasions this season, times will be provided for INTER-POOL swimming and diving meets with other pools that are members of the Northern Virginia Swimming League. The swimming pool will be closed for general swimming during these times. For details, refer to the official schedule and the bulletin board.

2. REGISTRATION AND ADMISSION TO THE POOL

2.1 Each individual 9 years of age or older must individually register as they enter the bathhouse. Children under 9 years of age will not be admitted unless accompanied by a responsible adult or registered babysitter.

2.2 No individual will be admitted unless his/her information is current in the check-in database. Changes and additions to these files can be made

only by permission of the Membership Recorder.

3. POOL RULES

3.1 The Manager on Duty and the lifeguards are in complete charge.

3.2 Showering with soap and water is encouraged before entering the pool.

3.3 All persons, especially children, are requested to use the toilet facilities before entering the pool. Parents are strongly urged to supervise children using the restrooms for their safety and to minimize litter and damage to the facility.

3.4 Sec. 24-26 of the Arlington County Swimming Pool Code states, "The introduction of body wastes, including sputum, into a pool is prohibited. Individuals wearing diapers are prohibited from entering the pool water. A pool contaminated by human or animal feces shall be closed immediately." The intent of the first part of this code statement is that diapers cannot be in direct contact with the pool water.

a The code further states that the pool management must "Close the pool until the total volume of water can be passed through the filtering system; i.e., for the turnover times." Sec. 24-29 designates the turnover time for our combination diving swimming pool as six (6) hours.

b OUR RULE THAT INDIVIDUALS WEARING DIAPERS MUST WEAR TIGHT FITTING RUBBER PANTS AND SWIM SUITS OVER THE DIAPERS IN ORDER TO USE EITHER POOL WILL BE STRICTLY ENFORCED. A limited supply of rubber pants will be available in the guard room for emergency situations, but the responsibility for obtaining the proper size rubber pants rests with the parents.

3.5 Changing of diapers on the picnic tables is prohibited. Diaper changing stations have been provided in the wading pool area and in the locker room area.

3.6 Persons with skin eruptions, open sores, bandages, band-aids, and so forth, are not permitted in the pool.

3.7 Glass or other breakable objects are not permitted in the bathhouse and pool area or any location where Members and guests may be traversing with bare feet.

3.8 All swimmers and divers must pass the swim test or demonstrate adequate swimming skills to be in deep-end side of the main pool,

including the diving well and "triangle" area.

3.9 Children who have not passed the swim test must have an adult within arm's reach on the shallow side of the main pool.

3.10 Children using floatation devices in the training tank must have an adult within arm's reach. No floatation devices are allowed in the main pool.

3.11 At ten minutes before the hour, the lifeguards may call a break. Everyone under the age of 16 must exit the water.

3.12 Lap lanes are for lap swimming and instructional use only. Children must yield to adults in the deepest lane bordering the diving well.

3.13 The following activities are prohibited: running, wrestling, dunking, spitting, horseplay, pushing others into the water, gum chewing, and distracting guards in the chair.

3.14 Diving with hands and arms along the sides of the diver so that there is no protection for the head of the diver is strictly prohibited.

3.15 No swimming is allowed in the diving area when the board is in use.

3.16 Only one person is permitted on the diving board at a time, and bouncing on the board is not allowed.

3.17 Street shoes are not to be worn on the swimming pool deck.

3.18 Candy wrappers, cups, and all other disposable items must be placed in proper trash receptacles.

3.19 No food or drink (except water in a non-breakable container) is allowed on the pool deck. Food, soft drinks, and so forth are allowed only in the concession and upper deck area and outside the fenced pool area.

3.20 Inner tubes are not permitted in any of the pools. Other inflated such as basketballs, beach balls and swimming pool aids (diving torpedoes, kickboards and fins), are permitted only at the discretion of the lifeguards. Toys are permitted only in the wading pool.

3.21 No one is allowed on the bulkhead divider between the two sections of the main pool unless specifically approved by the Manager or staff.

3.22 Strollers and playpens are allowed in the baby (wading) pool area or under the awning on the upper deck only.

3.23 Defacing of DHARA property is prohibited.

3.24 Children under 5 years of age must be accompanied in the water by a childcare provider at all times.

4. WADING POOL RULES

4.1 The wading pool is for use by children 6 years of age and younger.

4.2 Children must be supervised by a parent, responsible adult, or registered babysitter at all times.

4.3 Applicable rules listed under POOL RULES must be observed.

5. GUEST REGULATIONS

5.1 A member may not bring groups on an organized basis. A Membership may not have more than six (6) guests in any one day unless approval to do so is obtained from the Manager on Duty. The Manager may restrict any person entering as a guest an excessive number of times during the season.

5.2 A REGISTERED MEMBER OR A RENTER OF A MEMBERSHIP, WHO IS AT LEAST 12 YEARS OF AGE, MAY BRING IN GUESTS AND MUST STAY WITH GUESTS AT ALL TIMES. The guest contribution must be paid for each guest and a guest receipt signed, which is good only for the day issued.

5.3 A member must sign each guest in at the check-in desk.

5.4 Board of Directors members are permitted guests allowed by these rules without making such guest contributions.

6. SPECIAL 7-DAY HOUSEGUEST

Arrangements for a special seven (7) day guest pass for overnight houseguests must be made by an adult member with the bathhouse attendants. A contribution of \$15.00 is required. Houseguests are: "one or more persons (adults and/or children) who are overnight guests in the home of a DHARA member family. Such overnight guests must have permanent residence in an area outside the City or County in which the family member of DHARA resides."

7. SPECIAL PRIVILEGES TO SINGLE MEMBERS, MEMBERS WITH VISITING CHILDREN AND GRANDCHILDREN, AND TO MEMBERS WHO ARE

WIDOWS OR WIDOWERS.

The adult married children (with their spouses and children) of each family member of DHARA that have paid all financial obligations to DHARA whose families are removed from the area and subsequently return during vacation periods may use the swimming facilities of DHARA on a noncontributing basis. The procedures for obtaining a special 7-Day House Guest pass must be followed. NO FEE IS REQUIRED. The Executive Committee will resolve complaints when specific difficulties are brought to its attention. Single adults, widows and widowers holding a Membership may, without making any additional contribution, bring one adult guest for each visit.

8. SPECIAL REGULATIONS

8.1 Procedures governing the use of the pools by persons other than family members will be prescribed on a situation and individual basis. For information, see the Pool Manager. Upon written application of a member, the Board of Directors may authorize use of the pools and/or other facilities of DHARA at a special guest rate to be determined by the Board of Directors, based upon the circumstances, to individuals residing for more than seven (7) days with a member family, or Individuals regularly caring for the children of a member family.

8.2 THERE IS A FEE OF \$50.00 FOR EACH CHILD CARE PROVIDER WHO SUPERVISES MEMBER CHILDREN AT THE FACILITY. PARENTS ARE REQUIRED TO ENSURE THAT CHILD CARE PROVIDERS UNDERSTAND THE RULES OF THE POOL AND THE NEED TO PROVIDE CLOSE SUPERVISION OF YOUNG CHILDREN IN AND NEAR WATER. CHILD CARE PROVIDERS ARE PERMITTED USE OF THE FACILITIES ONLY WHEN SUPERVISING MEMBER CHILDREN. THEY DO NOT HAVE GUEST PRIVILEGES. CHILD CARE PROVIDERS MUST BE APPROVED BY THE MANAGER ON DUTY AND REGISTERED WITH THE MEMBERSHIP RECORDER. CHILD CARE PROVIDERS MUST BE LISTED ON THE CHECK-IN COMPUTER AT THE FRONT DESK.

9. SUSPENSION OF POOL PRIVILEGES

9.1 Any member, permit holder, guest, or childcare provider who fails to adhere to DHARA rules or whose actions or activities are determined by DHARA staff to be disruptive of safe and orderly operation of the pool, may be directed by the

Manager on Duty to leave the premises for the rest of the day, along with any children in their care. The Membership shareholder will be notified of this action. Any individual identified in the preceding subsection who is directed to leave the premises pursuant to that subsection, upon a second such occurrence, may be prohibited, at the discretion of the Pool Manager, from entering the pool facilities for a period not to exceed seven (7) days. Notice of such action shall be in writing, signed by the pool Manager. Upon the third such occurrence, at the recommendation of the pool Manager and with the concurrence of the Executive Committee, such an individual's further use of the facilities may be suspended for a period to be determined by the Executive Committee. Notice of such action shall be in writing, signed by the President of DHARA or designee.

9.2 ANY INDIVIDUAL WHOSE USE OF THE PREMISES HAS BEEN REVOKED UNDER THESE PROCEDURES SHALL NOT BE ENTITLED TO ANY REFUND OR CREDIT OF MEMBERSHIP DUES FOR THE PERIOD OF REVOCATION OR SUSPENSION.

10. SWIMMING AND DIVING LESSONS

10.1 Group swimming lessons for swimmers under 18 years of age are planned throughout the season except Saturdays, Sundays and holidays. Classes will include beginners through advanced swimmers and divers who will be divided into small groups depending upon their skills. Information regarding swim lesson scheduling and costs can be obtained online at www.dominionhills.org or by contacting the Pool Manager.

10.2 Depending upon demand, adult swimming lessons will be given on the same basis in the early evening hours during general swimming for each participating adult of a Membership family at the cited rates. Private, individual lessons may be arranged by contacting the Pool Manager.

11. RULES AND HOUR CHANGES

All rules and the hours shown will be reviewed from time to time and are subject to change. Such change will be posted on the premises.

12. MEMBERSHIP DEFINITIONS AND RULES

12.1 The established Capital Contribution Cost (CCC) (the current authorized transfer amount) for

a regular (Non Guaranteed Buy-Back) Membership is \$850.00. This may be paid in not more than two payments.

12.2 Applicants for Membership in DHARA will be required to submit a written application.

12.3 All applicants for Membership and for Use Permits must be interviewed by the Membership Recorder or vouched for in writing by a member in good standing.

12.4 Family Membership shall consist of a single family unit living at one address, and, for the purposes of this definition, two married couples living at one address will be considered as two family units. A family unit which owns the Family Membership may include:

- a. Husband and Wife, as joint owners; and
- b. Unmarried children living at home, or who normally live at home and are temporarily away from home:
 - (1) attending college or other schools
 - (2) serving in the Armed Forces;
- c. Unmarried relatives living permanently at the same address who have been specifically approved by the Board of Directors (for the purposes of this definition, unmarried relatives include widowed, divorced, or permanently separated).

12.5 A family unit may not own more than one Membership.

12.6 All Memberships and Use privileges, including transfers thereof, require the approval of the Board of Directors. Individuals or families applying for Membership prior to opening day will receive written notification of their Membership, including their Membership number by mail. Those applying for Membership after the pool opening date will be expected to pick up Membership materials, including their Membership number, at the bathhouse front desk.

12.7 DHARA has established a special class of Emeritus Memberships. These are senior members of DHARA by length of Membership. DHARA may establish the number of Emeritus Memberships available, up to a limit of 50. These members contribute a reduced amount annually as may be established from time to time by the Board of Directors and approved by the Membership for usage of the facilities and retain all rights and responsibilities of Membership.

12.8 The Annual Membership Contribution (AMC), due in such amount as may be established from time to time by the Board of Directors and approved by the Membership, MUST BE POSTMARKED BY MARCH 15 EACH YEAR

regardless of the place of residence of the member. The Annual Membership Contribution MUST BE SUBMITTED BY MAIL and addressed to DHARA's mailing address. Payments will NOT be accepted at the Bathhouse desk or at the residence of the Membership Recorder. Checks must have the Membership number indicated.

Failure to pay the Annual Membership Contribution by the cited date will result in late payment penalties and the member family will be prohibited from using the facility until the AMC and any applicable late fees are paid in full.

Payments made between March 16 and April 15 will be assessed a late payment fee of \$25.00. Payments made between April 16 and April 30 will be assessed a late payment fee of \$100.00. Payments made after April 30 will be assessed a late payment fee of \$275.00.

Please note that if the Annual Membership Contribution and late fees are not paid in full by April 30 your membership can be condemned, revoked and sold by DHARA per rule 12.14 because your unpaid obligation will then exceed the value of the Membership.

LATE PAYMENT PENALTIES	
To avoid late fees, the AMC* must be postmarked by March 15. If postmarked:	
March 16 to April 15	AMC* + \$25.00
April 16 to April 30	AMC* + \$100.00
May 1 or later	AMC* + \$275.00
<i>*Annual Membership Contribution</i>	

12.9 There is no inactive status. However, as long as a Wait List exists, Members may elect to offer their share for rental by a Summer Use Permit Holder. DHARA charges a fee of \$50.00 for processing the rental. The Member retains ownership and control of the share, retains all voting rights in the Association and is entitled to limited usage of the pool (10 passes and the eligibility to attend all special events) during the rental period. Requests for rental will be granted in order of chronological receipt or postmark, whichever is earlier, and seniority of Membership. If DHARA is unable to rent a share as requested by March 15, the Member is responsible for full payment of the Annual Membership Contribution and any assessments. As with the Annual Membership Contribution, a \$25.00 late fee /penalty applies to any request for rental and rental fee payments made after the March 15 deadline.

12.10 Rental shall be limited to a period of no more than two (2) seasons, unless the Member is transferred out of the area.

12.11 Special Summer Use Permits, covering the period from pool opening day to pool closing day of the current year, will be offered for each Membership available for transfer or rental for a contribution of the current AMC amount plus \$75.00 by the Use Permit holder. Issuance of Special Summer Use Permits will be first from DHARA held Memberships (unsold shares), then chronologically to particular Memberships available for transfer per 13.3, and then available for rental per 12.10. If the particular Member Family has made the Annual Membership Contribution, an amount of the Annual Membership Contribution will be refunded to the Member Family prorated on a daily basis, less the \$50.00 fee. There is no assurance that special Special Summer Use Permits will be issued for all Memberships available for transfer or rental. Families who have offered their Membership for transfer and who have contributed their share of the Annual operating expenses will have full use privileges of all DHARA facilities until such time as a Special Summer Use Permit is issued for their Membership or the Membership is permanently transferred. Offers for Summer Use Permits are made only to those on the DHARA Wait List.

12.12 There is a non-refundable \$50.00 fee for a prospective member to be placed on the DHARA Wait List.

12.13 Applicants for Individual and Family Membership, pending action by the Board of Directors, may be authorized by the Membership Recorder to use the facilities of DHARA.

12.14 Any Membership that has been delinquent in paying its financial obligations may be revoked by a majority of the members voting at an Annual or Special Meeting of the Membership or by a two-thirds vote of the Directors present at a Board meeting when the delinquent amount equals or exceeds the current value (established Capital Contribution Cost) of the Membership. Upon revocation, DHARA will deduct all unpaid obligations from the established Capital Contribution Cost (current authorized transfer amount).

13. TRANSFER OF MEMBERSHIP

13.1 A Membership, which is a separate item of intangible personal property, may be

transferred, upon written request and approval of the Board of Directors, to the purchaser at the same time as the sale of a residence, or to a relative, notwithstanding that the membership is not part of and does not pass with title to the residential real estate. Relatives, for the purpose of transfer, shall be limited to parents, children, grandchildren, and brothers or sisters of the member family. If not transferred in one of the preceding ways, a Membership transfer shall be made according to RULE 13.3 that follows in this section.

13.2 A transfer will not be approved if the consideration between the parties of the transfer exceeds \$850.00 for the Family Membership.

13.3 A member of DHARA, who offers (in writing) his/her Membership for transfer shall be placed on a Transfer List in the order in which the request is received or postmarked, whichever is earlier. Persons requesting an opportunity to become a member in DHARA will be offered such a Membership from the top of the Transfer List. However, if there is no applicant for Membership on the transfer Waiting List of eligible members, the family offering its Membership for transfer is encouraged to find a transferee, and, if approved by the Board of Directors, the Membership transfer can be made. If, in the meantime, an eligible family has applied for Membership, the Membership Recorder will notify the Member requesting the transfer of their Membership that it will be transferred to the eligible applicant at the top of the Waiting List. Members whose Memberships have been offered for transfer will continue to be responsible for their Annual Membership Contribution and any assessments or other contributions to DHARA.

13.4 Memberships may not be transferred until all delinquent assessments and contributions to the annual operating expenses of DHARA have been received.

13.5 In an attempt to sell DHARA-held Memberships (unsold shares), the Board of Directors may establish special regulations relating to these Memberships such as a Guarantee Buy-Back plan and a credit/rebate plan for current members who recruit new members.

13.6 If a Husband and Wife constituting a single family unit divorces or otherwise legally separates and the spouses contest or otherwise fail to resolve the ownership of the Family Membership, then the ownership of the Family Membership shall be resolved as follows:

(a) if each spouse marries or otherwise becomes a single family unit with another Member, then the original Family Membership may be condemned because each family unit may not own more than one Membership;

(b) if one spouse marries or otherwise becomes a single family unit with another Member and the other spouse does not, then the original Family Membership remains with the spouse who would otherwise be without a Membership, because the other spouse may not own more than one Membership;

(c) if neither spouse marries or otherwise becomes a single family unit with another Member the spouse that retains the original family unit residence retains the membership. The other spouse will be placed at the top of the waiting list to avoid depriving any Member of access to the pool by reason of divorce or other legal separation.

14. TENANT MEMBERSHIP

14.1 Upon written request to and approval by the Board of Directors, a Member may transfer its full Membership use privileges to the tenant occupying the premises of the Member Family during its absence.

14.2 Membership use privileges will be granted only if the required contribution to the operating expenses of DHARA is made. It will be the responsibility of the Member Family to see that all contributions are made to DHARA.

14.3 The holder of a Tenant Use Privilege is required to relinquish such use privileges when the Member applies in writing for a return to active Membership. The Member Family is expected to refund to the privilege holder an equitable portion of the annual operating expenses if the privilege holder made such payment of the AMC.

15. WRITTEN REQUESTS

All requests concerning Membership status or other business concerning DHARA should be addressed to DHARA's mailing address: Dominion Hills Area Recreation Association (or DHARA) Post Office Box 5643 Arlington, Virginia 22205.

16. REQUIRED NOTIFICATIONS

It is the obligation of each Membership to notify DHARA immediately, in writing, of any change in address: any separation, divorce, or property settlement agreement affecting the ownership and use of the Membership; or any other dispute

regarding ownership and use of the Membership between the joint owners. Failure to give any of the required notifications resulting in a financial delinquency under Rule 12.14 will cause the status of the Membership to be placed on the agenda for the next General or Special Meeting of the Membership or the Board of Directors for possible revocation or transfer pursuant to said Rule.

17. COMMUNITY HOUSE RENTALS

17.1 All requests for rental of the Community House shall be directed to the Resident Manager, telephone number 703-532-7550. Before rental is permitted, the member/renter must complete a use agreement and make a maintenance deposit. Information sheets giving all details about Community House rentals are available at the bathhouse or by request from the Resident Manager.

17.2 NO SMOKING IS ALLOWED IN THE COMMUNITY HOUSE, BATHHOUSE OR FENCED POOL AREA. Smoking will be restricted to an area(s) designated by the pool Manager.

17.3 The Member rental rates for the Community House are available for the members own personal, private functions and shall not apply to any rentals on behalf of any organization or other nonmember person.

18. USE OF PARKING LOTS AND DRIVEWAYS

The parking lots and driveways of DHARA are only for the use of members and authorized guests while attending functions or swimming. Full daytime and/or overnight parking is not permitted unless specifically authorized by the Board of Directors. Persons given permission by the Board for daytime and/or overnight parking must sign a special use and release form before they may begin to use the parking facilities. UNAUTHORIZED VEHICLES WILL BE TOWED AT THE OWNER'S RISK AND EXPENSE. Use of driveways is only permitted to gain entrance to and exit from DHARA property. At no time are large and/or heavily loaded trucks or through traffic permitted on the parking lot.

REVISED AND APPROVED BY
THE BOARD OF DIRECTORS
April 27, 2009