

# STONEYBROOK VILLAGE OWNERS ASSOCIATION

## Pool/Spa Policy

The Stoneybrook Village Owners Association (hereafter known as “Association”) is a non-profit corporation registered with the State of Oregon. As such, it is managed by a Board of Directors (hereafter known as “Board”) and/or its agents who oversee the maintenance and operation of all common areas and facilities. They are responsible for governing Stoneybrook Village in accordance with the provisions of the Declarations, Covenants, Conditions & Restrictions (hereafter known as “CC&R’s”), Bylaws, Board Resolutions & Policies, Articles of Incorporation, Oregon State Statutes, and Stoneybrook Village Owners Association Policies.

This Pool/Spa Policy is meant to protect the living environment of our community and preserve the financial value of our investment. This Policy includes guidelines regarding use of common facilities. Since the common areas are owned and maintained by the Association, any changes or modifications of these rules must meet the approval of the Board prior to making any such modifications. The Association reserves the right to change any and all terms, conditions and fees, and to modify this Policy as needed.

The common areas and facilities of the Association are private property and are for the use of members/owners and tenants of members/owners (hereafter known as “Residents”) of the Association.

### **I. GENERAL RULES:**

- A. There shall be **NO SMOKING** in the Pool/Spa facility.
- B. There shall be **NO SOLICITING** on the grounds or in the Pool/Spa facility.
- C. **Pets are prohibited** in the facility, except animals trained in the assistance of human beings.
- D. Fire hazards: No lit candles are permitted in the Pool/Spa facility
- E. All Pool/Spa users are responsible to keep the Pool/Spa facility clean.
- F. The Pool/Spa is open for use in accordance with the posted hours. Access to the building is by use of the cardkey provided to each owner/resident.

## II. Pool/Spa Rules:

**Use of the Pool/Spa is for Residents and their guests and cannot be reserved for exclusive use**

**THERE IS NO LIFE GUARD ON DUTY**

**ALL PERSONS USING THE POOL AND/OR SPA DO SO  
AT THEIR OWN RISK  
NO PERSON SHALL USE THE POOL OR SPA ALONE**

**PERSONS SHOULD SPEND NO MORE THAN 15 MINUTES  
IN THE SPA AT ANY ONE TIME**

**THERE IS NO SMOKING PERMITTED IN THE POOL/SPA AREA**

**All users are to shower off before entering the Pool or Spa**

**No street shoes are allowed on the Pool/Spa deck area**

- A. Use of the Pool and/or Spa is for Residents and their guests **ONLY**; The Resident/s must be present during guest participation and are responsible for the conduct of their guests.
- B. Persons suffering from communicable diseases shall NOT use the Pool or Spa.
- C. Individuals under the influence of alcohol or drugs shall NOT use the Pool or Spa.
- D. All non-swimmers and children under fourteen (14) years of age shall be accompanied by a responsible adult observer.
- E. Running or engaging in horseplay in or around the Pool/Spa area is prohibited.
- F. Those suffering from heart disease, diabetes, or high blood pressure should consult their physicians before using the Pool and/or Spa.

- G. Pregnant women should consult their physicians before using the Pool and/or Spa.
- H. There is **NO DIVING** allowed.
- I. The Association is not responsible for accidents or injuries suffered, nor loss or damage to personal property while Residents and/or guests are using this facility.
- J. There shall be no disturbance to another person's peaceful enjoyment of the facility.
- K. Outside doors are **NOT** to be propped open at any time; windows are **not** to be left open overnight.
- L. There shall be one (1) adult present for every five (5) children under the age of thirteen (13). There shall be one (1) adult present for every eight (8) children between the ages of thirteen-eighteen (13-18).
- M. Pets are **not** allowed in the Pool/Spa area except those animals trained in the assistance of human beings. **Those needing such assistance shall not be in the Pool/Spa area alone with their animals. Animals are not allowed in the Pool or Spa.**
- N. Breakable containers, food, or candles are **NOT** allowed in this facility.
- O. All trash is to be picked up and deposited in proper receptacles.
- P. The pool building is open in accordance with the posted hours. Access to the building is by use of the keypad code provided to owners and is changed quarterly.
- Q. Turn off the lights and close the windows if you are leaving the spa/pool and no other people are in the building; the lights are not on timers.
- R. Responsibility for Damage:
  - 1. Residents agree to be financially responsible for any and all damage caused by them or their guests to the Pool/Spa facility or its contents, for any loss through theft occurring during or in any way related to use of this facility pursuant to this Policy, including, without limitation, to any breakage or loss of equipment.
  - 2. Resident agrees to promptly notify the Community Manager of any damage or loss that occurs.
- S. Assumption of Risk:
  - 1. The Stoneybrook Pool/Spa is provided by the Association on an "as is" basis.

2. The Resident agrees to assume all risk of injury, loss or damage to Resident or to any persons, goods, materials or property arising out of or in connection with use of the facility pursuant to this Policy.
- T. Indemnification: Resident agrees to indemnify, hold harmless, and Defend the Association and its officers, committee members, employees and directors, from and against any claims, suits, costs, loss, damage, liability, or expense pursuant to this Policy, whether or not caused or contributed to by any act or omission (negligent or otherwise) of the Association, its agents or employees.
- U. Obligations Joint and Several: If the Resident-household consists of more than one person, the obligations of each such person shall be joint and several.
- V. Attorney's Fees: In the event of litigation or arbitration concerning this Policy, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and court or arbitration costs, at trial, on appeal, and/or on any petition for review.
- W. Rights Personal: The rights granted to the Resident under this Policy are personal to that Resident and may not be assigned by the Resident to another person.

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DO SO AT THEIR OWN RISK***

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