
DHARA Rules & Regulations 2018

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. All members, their families, and guests are expected to know and follow all Membership and pool rules, especially pool safety and on deck and other behavior rules, while using the facilities. 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 and these rules.

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, responsible adult, or registered babysitter who must remain with and supervise them at all times in the pool area.

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 parent, responsible adult, or registered babysitter who must remain with and supervise them at all times.

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, other breakable objects, and gum 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 at all times while in 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 at all times. 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



* The Swim Test is administered by the Manager on Duty. The swimmer must, without stopping to rest, swim freestyle one length of the dive well, (from the west wall to the triangle), stop and tread water for one minute, and swim freestyle one length of the dive well back to the west wall. Please see the Manager on Duty for more information.

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, cans, bottles, gum, 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 Squirt guns and inner tubes are not permitted in any of the pools or pool areas. Other inflated such as basketballs, beach balls and swimming pool aids (diving torpedoes, kick boards and fins), are permitted only at the discretion of the Manager on Duty. 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 on Duty 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 AT ALL TIMES by a childcare provider.

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 AND STANDARD PASSES

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 without prior approval 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 or renting member or a renter of a Membership, who is at least 12 years of age may bring in guests and MUST ACCOMPANY AND STAY WITH GUESTS AT ALL TIMES. The individual guest contribution of \$5.00 per person per visit must be paid for each guest and the bathhouse attendant's daily guest log/receipt signed at the bathhouse, which is good only for an individual guest's single visit on the day issued. Members may also purchase a multi-visit guest pass punch card of 10 individual guest passes per card at a discounted contribution of \$45.00 for each card. Members may purchase these multi-visit guest pass punch cards issued by the Manager through the bathhouse attendants and guest log/receipt signed at the front check-in desk either at the time of a guest visit or in advance. The multi-visit guest pass punch card is good only for 10 guest visits during the season issued. Bathhouse attendants will punch the card once for each guest on each visit. These individual guest passes and multi-visit guest pass punch cards are non-transferrable, non-replaceable, and non-refundable.

5.3 A member must sign each guest in on the bathhouse attendant's daily guest log at the front check-in desk at the time of each visit.

5.4 The Manager and Board of Directors members are permitted guests allowed by these rules without making such guest contributions or accompanying the guest. Single visit Courtesy Pass punch cards may be issued by an authorized Board member or the Manager for this purpose.

6. SPECIAL 7-DAY HOUSEGUEST

Arrangements for a Special Seven (7) Day/Weekly Guest Pass for non-family overnight houseguests and for vacationing family visitors must be made by an adult member with the Manager through the bathhouse attendants at the front check-in desk. A contribution of \$15.00 for each non-family, overnight houseguest and for each vacationing family visitor per week (7 days) is required to be paid and the bathhouse attendant's daily guest log/receipt signed at the bathhouse, which is good only for said guest's visits during the seven (7) days/week issued. Non-family overnight houseguests are: "one or more non-family persons (adults and/or children) who are overnight guests in the home of a DHARA member family. Such overnight houseguests must have permanent residence in an area outside the City or County in

which the family member of DHARA resides. Vacationing family visitors are: "the adult married children (with their spouses and children) of each family member of DHARA whose families are removed from and permanently reside in an area outside the City or County in which the family member of DHARA resides and subsequently return to visit during vacation periods. These Manager issued Special Seven (7) Day/Weekly Non-Family Overnight Houseguest and Vacationing Family Visitor Passes are non-transferrable, non-replaceable, and non-refundable.

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

Single adults, widows, and widowers holding a Membership may bring one adult or child guest for each visit without making any additional contribution.

8. SPECIAL REGULATIONS

8.1 Procedures governing the use of the pools and/or other facilities by persons other than family members will be prescribed on a situational 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 or other adult members of a member family. The Executive Committee will resolve problems, complaints, and other Membership matters on a situational, individual, case by case basis depending on all the facts and circumstances when specific difficulties and issues are brought to its attention in writing.

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 the water. 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 disrupt safe and orderly operation of the pool, may be directed by the Manager on Duty to leave the premises immediately, along with any children in such individual's care. Any individual who is directed to leave the premises pursuant to this subsection, may be prohibited, at the discretion of the Pool Manager, from entering the pool facilities for a period not to exceed seven (7) days. The member or permit holder will be notified of this action. Notice of such action will be in writing, signed by the Pool Manager. Upon a second occurrence of being directed to leave the premises, at the recommendation of the pool Manager and with the concurrence of the Executive Committee, such an individual's use of the facilities may be suspended for a period to be determined by the Board of Directors, but not to exceed 30 days. Notice of such action will be in writing, signed by the President of DHARA or designee. Depending on the nature of the behavior involved, the Board may extend the suspension or take further action at its next regularly scheduled meeting. Any individual whose use of the premises has been suspended under these procedures shall not be entitled to any refund or credit of the Annual Membership Contribution (AMC) for the period of suspension.

9.2 REVOCATION OF POOL MEMBERSHIP FOR UNACCEPTABLE BEHAVIOR

A paramount goal of DHARA is to provide a safe, civil, cooperative, enjoyable, family-friendly atmosphere for all of its members and for the DHARA staff and volunteers who manage the pool operations and support its activities. Personal behavior that detracts from this goal will not be tolerated. If the behavior of any member, permit holder, his or her family member(s), his or her guest(s) or childcare provider, is determined to be threatening, abusive, intimidating, disruptive, harassing, violent, dangerous, or reckless, or repeatedly noncompliant with DHARA policies and procedures, as determined by the Manager or the

Board, the member's Membership or holder's Use Permit may be revoked by the Board depending on the nature of the behavior involved. The Board may exercise this authority independently from the policies and procedures for suspension of pool privileges described in Section 9.1 or as a subsequent action to suspension of pool privileges, depending on the nature of the behavior involved.

Revocation of Membership or Use Permit may be authorized based on (1) Cumulative behavior over time that, in the judgment of the Board, fits into one or more of the categories of unacceptable behavior listed above or (2) Any single event determined by the Board to be sufficiently threatening, egregious or detrimental to the welfare of the Membership or to the Association to warrant immediate action. A vote by the Board to revoke a Membership or Use Permit for unacceptable behavior requires a two-thirds majority of the Board members present at a regularly-scheduled Board meeting for which a quorum is present. In the event of behavior determined to warrant immediate action, a special meeting of the Board may be called by the President to vote on the Membership or Use Permit revocation proposal.

Except in cases warranting immediate revocation, the Board will provide advance written notice, either electronically or by letter, to a member or user whose action(s) have been determined to constitute unacceptable behavior that his or her Membership or Use Permit may be revoked for this behavior. Written notice will be provided to a member or user for each incident that could ultimately lead to revocation of his or her Membership or Use Permit. All communications between the Board and a member or user regarding a proposed revocation will be in writing unless the Board, at its sole discretion, agrees to discuss such action with the member or user at a designated Board meeting. Personal communications between the member or user and the Manager or individual Board members outside of these designated processes are not authorized.

9.3 Any member whose Membership has been revoked by the Board will receive a full refund of the Capital Contribution Cost (CCC), based on its current value. The member may also receive a pro-rated portion of any Annual Membership Contribution (AMC) already paid for the current annual fiscal operating year. The pro-rated amount

will be based on the ratio of the number of days of DHARA's annual fiscal operating year remaining as of the date of revocation divided by the total number of days of DHARA's current annual fiscal operating year (365). In cases where damage to DHARA property is the cause or a contributing factor for revocation, the cost to repair such damage will be deducted from any refund for the revoked Membership.

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 at: manager@dominionhills.org.

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 and on the DHARA website at www.dominionhills.org.

12. MEMBERSHIP DEFINITIONS AND RULES

12.1 The established Capital Contribution Cost (CCC) (the current authorized transfer amount) for a standard (Non Guaranteed Buy-Back) Membership is \$850.00.

12.2 Applicants for Membership in DHARA will be required to complete an application form, available from the Membership Recorder. The applicant must submit the completed application form and a check for the non-refundable Wait List Fee, in the amount of \$50.00, payable to DHARA, to the Membership Recorder.

Available Memberships are offered only to those highest on the Wait List, in chronological

order. Upon receiving an offer of Membership, the applicant must immediately notify the Membership Recorder of their intention to either accept, decline or defer:

Accept. The applicant will receive a blank Membership Transfer Form, and the contact information of the current owner of the membership. If the share is currently owned by a member, the applicant and the current owner will meet at a mutually convenient time whereby both parties must complete and sign the Membership Transfer Form. The applicant must pay the amount of the Capital Contribution Cost directly to the current owner, and the amount of the Annual Membership Contribution directly to DHARA. If the membership is owned by DHARA, the applicant must complete and sign the Membership Transfer Form. The applicant must pay the amount of the Capital Contribution Cost and the amount of the Annual Membership Contribution directly to DHARA. The transfer is completed and recorded in the DHARA membership database once the completed and signed Membership Transfer Form and all applicable funds are received from the applicant by the Membership Recorder.

Decline. Immediately notify the Membership Recorder. The offer will be withdrawn and the applicant will be removed from the Wait List but may reapply for Membership.

Defer. An offer of Membership may be deferred once, for one year, by immediately notifying the Membership Recorder and remitting a check, payable to DHARA in the amount of \$25.00, to cover the Membership Deferral Fee. The applicant's name is recorded on the Membership Offer Deferral List and will be contacted the following year with a second offer to purchase the first available Membership from the Transfer List, in chronological order. The applicant is not permitted to defer a second time and must accept or decline the offer of Membership.

If the applicant does not accept, decline or defer (if eligible) an offer of Membership, or otherwise does not respond within 3 business days, the offer will be withdrawn and the applicant will be removed from the Wait List but may reapply for Membership.

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:

1. 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; and

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, legally separated); or

2. An unmarried, committed couple living permanently at the same address who have been specifically approved by the Board of Directors.

12.5 A family unit or an individual may not own or rent 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 Members pay a pro rata share of the Association's annual fiscal year operating expenses. This Annual Membership Contribution (AMC), is due in such amount as may be established from time to time by the Board of Directors and approved by the Membership. Payment must be postmarked by MARCH 15 EACH YEAR regardless of the place of residence of

the member. **The AMC must be submitted by USPS mail** and addressed to DHARA's mailing address (see Rule 15). 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 AMC by the cited date will result in late payment penalties (refer to the table on this page) and the member family will be prohibited from using the facility until the AMC and any applicable late fees are paid in full.

AMC payments made between March 16 and April 15 will be assessed a late payment fee of \$100.00. AMC payments made between April 16 and April 30 will be assessed a late payment fee totaling \$225.00.

Please note that if the AMC and late fees are not paid in full on or before April 30, your Membership can be condemned, revoked and sold by DHARA per rule 12.13 because on May 1 your unpaid obligation will then exceed the value of the Membership.

LATE PAYMENT PENALTIES 2018

To avoid late fees, the AMC[†] must be postmarked by March 15. If postmarked:

March 16 to April 15	AMC* + \$100.00
April 16 to April 30	AMC* + \$225.00

[†]Annual Membership Contribution

12.9 There is no inactive status. However, as long as a Wait List exists, members may elect to offer their Membership for rental through DHARA to a non-member Summer Use Permit holder/ Summer Season renter.

The member must state their request to rent by notifying the Membership Recorder between October 1 and March 1 of the current year. A non-refundable Rental Processing fee in the amount of \$50.00 shall be paid by the member.

The member retains ownership and control of the Membership and retains all voting rights in the Association. The member is entitled to limited usage of the pool and facility by means of a Rental Pass punch card (issued by the Membership Recorder) containing 10 visits (1 member per visit), to be punched by the front desk attendant. The member remains eligible to attend all special events, to purchase guest passes, and to rent the

Community House at member rates during the rental period.

Requests for rental will be granted in order of chronological receipt or postmark, whichever is earlier. If DHARA is unable to rent the Membership by March 15, the member is responsible for full payment of the AMC and any assessments or other contributions to DHARA.

As with the AMC, late fee penalties shall apply to any 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 during the course or period of ownership, unless the member or member family is temporarily relocated out of the area.

12.11 Special Summer Use Permits/Summer Season Rentals, 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 Summer Use Permit holder/Summer Season renter. Issuance of Special Summer Use Permits/Summer Season Rentals will be first from DHARA held unsold Memberships, then chronologically to particular Memberships available for transfer per rule 13.3, and then chronologically available for rental per rule 12.9 and 12.10.

There is no assurance that Special Summer Use Permits/Summer Season Rentals will be issued for all Memberships available for transfer or rental. Members who have offered their Membership for transfer or rental and who have contributed their AMC will have full use privileges of all DHARA facilities until such time as their Membership is permanently transferred or a Special Summer Use Permit/Summer Season Rental is issued for their Membership. If the particular member family has paid the AMC, an amount of the AMC will be refunded to the member family prorated on an annualized daily basis, less the \$50.00 fee.

A limited number of Special Temporary August-September Use Permit rentals, covering the period from August 1 to closing day of the current year may, at the discretion of the Board of Directors and contingent on the size of the Wait List, be offered for a contribution of \$300.00 by the August-September Use Permit holder.

Within the duration of their respective rental/

usage terms, a Summer Use Permit holder/ Summer Season renter or a Special Temporary August-September Use Permit holder may enjoy the same privileges and benefits as a standard, registered member regarding full usage of the pool and Community House and participation in pool events and programs.

Offers for Special Summer Use Permits/ Summer Season Rentals and Special Temporary August-September Use Permit rentals are made only to those highest on the Wait List in chronological order.

12.12 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 through the issuance of a single visit Courtesy Pass issued by an authorized Board member or the Manager.

12.13 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.

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. A Membership may be transferred to either the purchaser at the same time as the sale of the member's residence, notwithstanding that the Membership is not part of and does not pass with title to the residential real estate, or to a relative. Relatives, for the purpose of transfer, shall be limited to parents, children, grandchildren, and siblings of the member family. If not transferred in one of the two 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 (the CCC) for the Family Membership.

13.3 A member who offers their Membership for transfer must do so through DHARA if a Wait

List exists. Transfers are permitted between October 1 and March 1. A member must provide written notification to the Membership Recorder stating their desire to transfer their Membership. A Membership offered for transfer shall be placed on the Membership Transfer List in the chronological order in which the notification is received or postmarked, whichever is earlier. Memberships available for transfer will be first offered from the top of the Transfer List to the prospective member applicant atop the Wait List. However, if there is no Wait List of eligible applicants, the member offering their 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 applicant 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 Wait List. A member whose Membership has been offered for transfer or is in the process of being transferred remains the Member of Record and will continue to be responsible for their AMC and any assessments or other contributions to DHARA. A Membership Transfer Agreement, completed by the prospective transferee and received by the Membership Recorder, shall evidence that the transfer of the Membership has taken place and is effective on the date of the Board's approval.

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, the Board of Directors may establish special regulations relating to these Memberships such as a Guarantee Buy-Back plan, a credit/rebate plan for current members who recruit new members, and a Special Temporary August-September Use Permit Rental program.

13.6 If a Husband and Wife constituting a single family unit 1.) Divorce or otherwise permanently, legally separate AND 2.) The spouses contest, dispute, or otherwise fail to resolve the ownership and use of their Family Membership in a mutually agreed to writing signed and notarized by both parties or in a Court Decree of Equitable Distribution, of Legal Separation, or of Divorce, within one (1) year after DHARA's receipt of their

required Rule 16 Notice thereof, then the ownership and use of the Family Membership shall be resolved as follows, unless Rules 16 and 12.14 apply:

(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 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 who retains the original family unit residence retains the Membership. The other spouse will be placed at the top of the transfer Waiting List without charge for the purchase or rental of an Individual/Single Membership pursuant to Rules 12 and 13 to avoid depriving any member of access to the pool by reason of divorce or other legal separation.

(d) During the period when the divorced or permanently, legally separated parties contest, dispute, or have otherwise not yet resolved the ownership and use of their Family Membership between themselves, the matter of their ownership and use of their Family Membership shall remain unchanged and in status quo ante as far as DHARA is concerned.

14. TENANT MEMBERSHIP

14.1 Upon written request to and approval by the Board of Directors, a member family 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 to the tenant only if the required contribution to the annual operating expenses of DHARA (AMC) is or has been 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 family applies in writing for a return to active Membership. The member family is expected

to refund to the Tenant Use Privilege holder an equitable portion of the annual operating expenses (AMC) if the Tenant Use Privilege holder made such payment of the AMC to DHARA.

15. WRITTEN REQUESTS

Please direct all requests concerning Membership to the DHARA Membership Recorder, at: membership@dominionhills.org. Please direct all general questions to: info@dominionhills.org.

Please direct all AMC payments and DHARA business requiring submission by USPS mail to:

**Dominion Hills Area
Recreation Association (DHARA)
Post Office Box 5643
Arlington, Virginia 22205**

16. REQUIRED NOTIFICATIONS

16.1 It is the obligation of each Membership to notify DHARA immediately, in writing, of any change in address; any divorce, legal separation, or property settlement agreement affecting the ownership and use of the Membership; or any contest or 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 12.13 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.

16.2 All usage by DHARA of photographs and/or videos of any child participating in its Summer Water Sports Program (SWSP) to be posted, printed or reproduced on any publicly accessed print, digital or social media including the DHARA web site, DHARA Facebook page, DHARA *Swimtopia* swim team and dive team pages and promotional CDs, is prohibited unless prior written permission has been obtained from the child's parent(s) or guardian. Authorization forms are included in the SWSP registration documents.

17. COMMUNITY HOUSE RENTALS

17.1 All requests for rental of the Community House shall be directed to the Resident Manager by telephone at 703-532-7550, by e-mail at manager@dominionhills.org, or by writing to DHARA's mailing address:

**Dominion Hills Area
Recreation Association (DHARA)
Att: Rentals
Post Office Box 5643
Arlington, Virginia 22205**

Before a rental is permitted, the member/renter must complete the Community House Rental Agreement and make required deposits. Information about Community House rentals is available by request from the Resident Manager or can be found online at www.dominionhills.org.

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 Renter shall be compliant with the Virginia Department of Alcoholic Beverage Control ("VABC") code and regulations.

17.4 The Member rental rates for the Community House are available for the member's own personal, private functions and shall not apply to any rentals on behalf of any organization or other non-member person. Non-members and non-member's business or commercial entities may not rent or use the Community House or grounds for income producing purposes.

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

November 9, 2017