

**FALLS RUN COMMUNITY ASSOCIATION**

**Resident Registration Form**

July 11, 2020

This form is **only** for **initial resident registration**. Please use a **separate** form for each household member.

**Consent to publish your information** Please **Initial** next to the information you **want published** in the resident directory (printed and on-line version.) If you **do not initial** an item, **only** your name and street address will be published.

***Please print clearly***

Resident \_\_\_\_\_ Owner \_\_\_\_ Tenant \_\_\_\_ Member \_\_\_\_

Address \_\_\_\_\_

Home phone \_\_\_\_\_ (Initial \_\_\_\_\_)

Cell phone \_\_\_\_\_ (Initial \_\_\_\_\_) Carrier \_\_\_\_\_

Email \_\_\_\_\_ (Initial \_\_\_\_\_)

**Activity Card Number** \_\_\_\_\_

**Emergency Contacts** (not for publication)

(1) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell phone \_\_\_\_\_

(2) Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell phone \_\_\_\_\_

**FRCA Website Members Area Login** (Homeowner or Resident)

Username \_\_\_\_\_ Password \_\_\_\_\_

*(Any combination of letters or numbers, case sensitive)*

\_\_\_\_\_  
Resident signature

\_\_\_\_\_  
Date

**--FOR FRCA STAFF ONLY--**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**Falls Run Community Association**

**Age Qualification Statement**

I hereby declare that my motive, purpose and intent in purchasing \_\_\_\_\_ (address of Dwelling Unit) in the Falls Run Community Association (FRCA) is that the Dwelling Unit is to be used and occupied by myself or other persons who meet the minimum age requirements of the Association.

I am aware of the age qualification policy of FRCA requiring at least one (1) residing occupant to be of Age Qualification (term defined in the Amended Covenants, Conditions and Restrictions for FRCA) and that there will be no children under the age of nineteen (19) year of age in residence at the Dwelling Unit. Further, I understand that children under nineteen (19) years of age may visit the Dwelling Unit for no longer than ninety (90) days in any consecutive twelve (12) month period and I hereby acknowledge that when I resell my Dwelling Unit, one (1) occupant must be fifty-five (55) year of age or older.

In order to comply with federal laws and regulations, and maintain FRCA's status as an age restricted community, the Association must obtain the following information to document the age demographics of the community.

The Owner must attach a copy of one of the following documents, which includes a date of birth for the resident who is fifty-five (55) years of age or older (check applicable document as attached):

- Driver's license
- Birth certificate
- Passport
- Immigration card
- Military identification

Criteria for additional household members:

1. The homeowner hereby certifies that any additional household members are age qualified occupants as defined in section 1.33 of the Amended Declaration of Covenants, Conditions and Restrictions.
2. An age qualified resident may be any person 19 years of age or older occupying a Dwelling Unit with an age qualified resident (55 or older).
3. Any person under 19 years of age is not a qualified resident and shall not be entitled to any rights or privileges granted to a Resident.
4. No person under 19 years of age shall stay overnight in any Dwelling Unit for more than ninety (90) days in a consecutive twelve (12) month period.

-----  
Printed Name of Qualified Resident                      Date of Birth

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Signature of Qualified Resident                      Date of Signature

Other Persons residing at this address (optional):

- |       |      |
|-------|------|
| Name: | Age: |
| Name: | Age: |
| Name: | Age: |

## Falls Run Community Association

### Resident Informed Consent, Release and Waiver Agreement

(One form per resident please/Additional copies may be obtained from concierge)

Before using the Falls Run Community Association's Center facilities, the Board of Directors requests that you read and sign the following Informed Consent Agreement.

I, \_\_\_\_\_, declare that I intend to use some or all of the facilities offered by the Falls Run Community Association, Inc. (the Association), including but not limited to, the fitness center, swimming pools, tennis courts, bocce ball court, meeting rooms and to participate in events sponsored from time to time by The Center. All of these activities and programs are collectively referred to as the facilities. In consideration for being allowed to use the facilities and participate in the events (collectively, the activities), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and programs. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portions of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.

2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at The Center brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.

3. I understand that participating in the activities may involve risk, including economic loss, effects on health, disabilities or death, and I willfully and voluntarily assume those risks.

4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of The Center whenever I participate in these activities. I agree to immediately inform a representative of The Center, and to stop participating in the activities, if I observe an unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by a Center employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.

5. I understand that I am responsibly for obtaining appropriate insurance coverage when participating in the activities and that the Association will not provide to me any insurance coverage.

6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity of other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment of machinery. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobic or fitness activity. I also acknowledge that I have been strongly advised to obtain yearly or more frequent physical examinations and to review with my doctor the activities that are best suited to me. I understand that my decision to participate in the activities is voluntary. The Association does not have the resources to review, and is not responsible for reviewing my decision to participate in the activities. I acknowledge that I have either had a physical examination and been given my physician's approval to participate in the activities, or I have elected to participate in the activities without the approval of my doctor and hereby assume all risk and responsibility for my participation in the activities.

7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risk for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless the Association and its respective directors, officers, employees and agents from any responsibilities, liabilities, damages or claims related to my participation in the activities.

8. I declare that the terms of this Informed Consent Agreement have been completely read and are, fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

9. I acknowledge that I have received the Community Center Rules and Regulations (Administrative Resolution 17-04) and will abide by the same.

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Signature of Resident Date

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Printed Name of Resident

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Signature of Homeowner if not the resident Date

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Printed Name of Homeowner

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Signature of Activities Director Date

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Printed Name of Activities Director

**FALLS RUN COMMUNITY CENTER**  
**Additional Household Member**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact Information:

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_ Relation: \_\_\_\_\_

Criteria for additional household members:

1. The homeowner hereby certifies that the additional household member is an age qualified occupant as defined in section 1.33 of the Declaration of Covenants, Conditions and Restrictions.
2. Any person 19 years of age or older occupying a Dwelling Unit with an age qualified resident.
3. Any person under 19 years of age is not a qualified resident and shall not be entitled to any rights or privileges granted to a Resident.
4. No person under 19 years of age shall stay overnight in any dwelling unit for more than ninety (90) days in a consecutive twelve (12) month period.

\_\_\_\_\_  
Additional Household Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner's Signature

\_\_\_\_\_  
Date

New Activity Card Number: \_\_\_\_\_

**Falls Run Community Association**  
**Tenant Certification Form**

The undersigned Tenants of the property are members of the household that will reside at \_\_\_\_\_  
\_\_\_\_\_ (address) within the Dwelling Unit.

The homeowner hereby certifies that the Tenant has personal knowledge of the ages of the anticipated Residents of the Dwelling Unit that will reside at the Property and at least one Resident is an Age-Qualified Occupant (as defined in Section 1.2 of the Declaration of Covenants, Conditions and Restrictions).

The homeowner also certifies that all anticipated Residents of the Dwelling Unit are over the age of 19 and that they will comply with the rules and regulations of the Falls Run Community Association.

The Tenant must attach a copy of one of the following documents, which includes a date of birth for the Resident that is 55 years of age or older (check applicable document):

- |                         |                               |
|-------------------------|-------------------------------|
| _____ Driver's License  | _____ Immigration Card        |
| _____ Birth Certificate | _____ Military Identification |
| _____ Passport          |                               |

The Tenant hereby further declares that the facts stated in the foregoing certification are true and correct to the best of the Tenant's knowledge, information and belief.

Resident Occupant(s):

_____ Signature	_____ Date of Birth
_____ Printed Name	
_____ Signature	_____ Date of Birth

Other persons residing at this address (optional):

Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____

Homeowner(s):

_____ Signature	_____ Date
_____ Printed Name	
_____ Signature	_____ Date
_____ Printed Name	

# **FALLS RUN COMMUNITY ASSOCIATION, INC.**

## **Administrative Resolution No. 17-04 Community Center Rules and Regulations**

### **I. References:**

- a. Amended Declaration of Covenants, Conditions, and Restrictions, 13 February 2006:
  - 1/ Article 2.2; Activity Cards.
  - 2/ Article 4.3; Rulemaking and Enforcement.
- b. Amended and Restated Falls Run Community Association Bylaws, 22 April 2009:
  - 1/ Article 3.16; Powers, and especially Articles 3.16[D] and 3.16[H].

### **II. Introduction:**

- a. Welcome to the Falls Run Community Center. For the purposes of this document, the "Center" includes the community center, the indoor and outdoor swimming pools, multi-use and bocce courts, horseshoe pit, associated parking lots and recreational common areas. As a Qualified Resident [resident, member] of a Dwelling Unit in Falls Run you are entitled to the full benefits of the Center. The Center has rules and regulations designed to promote the safety and enjoyment of the residents of Falls Run and their designated guests.
- b. These rules and regulations may be updated periodically, and supplemental rules and regulations may be applicable to specific Center facilities. Check with the Activities Director to make sure your set of rules and regulations are complete and up to date.

### **III. Community Center Rules and Regulations:**

#### **Section 1: Qualified Resident, Access, Membership and Other Rights to Use the Center:**

1.1. General Usage Regulations: The Center is intended primarily for the use and enjoyment of the people living in Falls Run. Membership in the Center is automatic for all qualified residents in good standing. New residents must complete the Resident Information Update Form, Resident Informed Consent, Release and Waiver Agreement, Age Qualification Statement and Acknowledgement of Receipt of the Community Center Rules and Regulations. They also must provide proof of identification before receiving an activity card. Renters must provide a copy of the lease and complete a Tenant Certification Form. Usage rights may be suspended in accordance with Section 8.1 below.

1.2. Members: A person shall continue to be a member until he or she ceases to be a qualified resident.

1.3 Activity Cards: Access to the Center shall be by an activity card issued by the Activities Director to owners or tenants who become qualified residents and complete the documentation requirements of Section 1.1.

1.3.1. Issuance of Activity Cards: One (1) activity card shall be allocated to each qualified resident of an occupied dwelling unit. However, the Board of Directors may establish policies, limits and charges with regard to the issuance of additional cards.

1.3.2. Requirement to Present Card: Each resident is required to scan his/her activity card upon entering and exiting the Community Center, and must sign any guests in with the concierge.

1.3.3. Transfer of Activity Cards: Activity cards are not transferable. No person other than the person to whom it is issued may not use an activity card.

1.3.4. Lost Cards and Unauthorized Use of Activity Cards: A lost or stolen activity card must immediately be reported to the concierge or Activities Director so that it may be deactivated. The replacement fee for an activity card is \$5. If an unauthorized person uses the activity card, it will be confiscated and the resident will be contacted. The member shall be liable for any loss, damage or expense resulting from such unauthorized use until the card is reported lost or stolen.

1.3.5. Assignment of Rights: The right to an activity card is based upon occupancy of a dwelling unit. Any owner who leases or otherwise transfers occupancy of his or her dwelling unit shall be deemed to have assigned his or her rights to an activity card to the tenants as qualified residents of such dwelling unit.

1.3.6. Tenants: Any owner must delegate his or her rights of enjoyment of the Center to the persons occupying his or her home under a lease (a "Tenant").

1.3.7. Notification; Application: The owner shall provide the Activities Director with a completed copy of the Tenant Certification Form. In the event the owner does not provide such form, the tenant shall do so. The Activities Director must have in hand the completed Tenant Certification Form, the Resident Informed Consent, the Release and Waiver Agreement, the Acknowledgement of Receipt of Center Rules and Regulations, the Age Qualification Statement, a photo ID and the Resident Information Update Form before issuing an activity card to the tenant. Once an activity card is issued to the tenant, the owner's activity cards shall be deactivated and returned to the Activities Director. The owner shall not be entitled to use the Center until giving written notification that the tenant's rights have been terminated.

1.3.8. Termination of Usage Rights: An activity card issued to the tenant shall remain valid until the Activities Director receives written notice from the owner that the lease or contract to purchase has terminated. In the event of a dispute between the owner and the tenant, the Activities Director shall recognize the instructions of the owner.



1.4. Guests: Ordinarily, a member holding a valid activity card shall be permitted to bring guests to the Center. There may be times during peak usage, however, when at the discretion of the Activities Director, guests may not be allowed. Any person entering the Center who does not hold an activity card shall be deemed a guest. All guests must be signed in by a member holding a valid activity card. Guests under eighteen (18) years of age must remain in the presence of the resident at all times.

## **Section 2: Hours of Operation; Rules of General Applicability:**

2.1. Hours of Operation: The Center shall be open seven days a week with the exception of New Year's Day, Easter, Thanksgiving Day and Christmas Day. The hours of operation may be amended seasonally and during holidays. Inclement weather closings will be determined by the General Manager.

2.2. Alcoholic Beverages: Alcohol consumption at the Center is regulated by the Virginia Alcoholic Beverage Control. Unless otherwise allowed by special permit of the VABC, alcohol consumption is limited to designated areas: the veranda, club room, billiard room and general purpose rooms. Other areas may be used for special events, as approved by the Activities Director.

In accordance with VABC laws and regulations, persons under the age of twenty-one (21) years may not purchase, possess or consume any alcoholic beverages, nor may such alcoholic beverages be purchased for or given to them.

Intoxicated persons may neither purchase, possess nor consume alcoholic beverages, nor may such persons be allowed to loiter in Community Center or on its common grounds.

2.3. Controlled Substances: No person shall have in his/her possession or under his/her control any illegally-obtained controlled substance. Any person who shall have in his/her possession or control any illegally-obtained controlled substance shall be ejected from the Center and face additional legal action.

### 2.4. General Rules:

2.4.1. Members and their guests are required to bring their own towels for use in the showers and to cover pool furniture when using suntan lotions. Members and their guests must dispose of their trash after consuming food and beverages and are expected to cooperate in keeping the Center clean and free of debris.

2.4.2. The Center is to be used for social, educational, cultural, promotional and recreational programs under the jurisdiction of the Board of Directors and/or the Activities Director. Club/organization membership is limited to members in good standing as determined by the Board of Directors.

2.4.2[a]. The Center may be used for private functions by members only. The Activities Director will approve functions and administer room rental agreements with pricing approved by the Board of Directors. See the Activities Director for rental agreements and rules for usage. A meeting shall be defined as a scheduled gathering of a recognized Falls Run group or organization, whether to conduct business or for social purposes. Attendance at a meeting may be open to guests of members. A Falls Run recognized organization must have its membership open to all Falls Run residents.

2.4.2[b]. The Community Center's general purpose rooms shall be made available to all members, recognized clubs and organizations approved by the Board of Directors and/or the Activities Director provided such use

[1] does not interfere with other regularly scheduled activities

[2] Is made available fairly and without discrimination to all clubs and organizations  
If there shall be any doubt of the nature or intent of a program, the Activities Director shall reserve the right to refuse said request and, if necessary, refer the request to the Board of Directors for a final determination.

2.4.2 [c] Scheduling: Scheduling of the general purpose rooms will be done by the Activities Director. Priority will be given to the Board of Directors, the Activities Director and board-appointed committees; then to exercise classes, scheduled clubs or groups, and social groups.

2.5. Conduct: Persons attending a Center function must conform to all of the Center's policies and standards and are expected to refrain from unruly conduct and use of profanity. Any person who is intoxicated may be asked to leave.

2.6. Center Employees: Courteous Conduct: All employees are under the supervision of the Board of Directors, General Manager and/or the Activities Director. Members and their guest(s) will not abuse, verbally or otherwise, or reprimand or discipline any employee.

2.7. Complaints and Suggestions: To facilitate proper management, of the Center, all complaints, criticisms or suggestion relating to its operation should be written, signed and addressed to the General Manager.

2.8. Advertisements and Pamphlets: Commercial advertisements, private announcements, pamphlets, petitions and solicitations must be given to the Activities Director for approval prior to posting.

2.9. Attire: Appropriate attire must be worn at all times when using the Community Center. Shoes and shirts are required, except in the pool areas. Wet bathing suits may not be worn in the common areas.

2.10. Parking Areas: Parking is permitted in areas identified for that purpose. Parking is prohibited on grassy areas. "No Parking" signs must be observed. Overnight parking is not permitted without the permission of the General Manager, who may delegate this responsibility to the concierges. Violators of parking restrictions may have their vehicles towed at their expense.

2.11. Center Security: Members must not enter the Community Center outside of the hours of operation.

2.12. Damage and Breakage: Members are asked to promptly report to the concierge all broken, damaged and inoperable equipment.

2.13. Doors: Initial entry into the Community Center must be through the front or veranda doors.

2.14. Windows: All Community Center windows must remain closed and locked.

2.15 Sound Systems: Members shall not adjust the sound system. Request for adjustments must be made to the concierge.

2.16. Thermostats: The heating and air conditioning temperatures for the Community Center building are preset to provide maximum comfort. Members must not make any changes to the thermostats. Requests for temperature adjustments must be made to the concierge.

2.17. Clean Up: It is the responsibility of the individuals or groups using the Center to straighten, clean up and put away all appliances, equipment, furniture, tools, utensils, etc, that were used. Failure to do so will result in a cleaning charge billed to the responsible individual and/or group, and possible suspension of future functions/events at the Center.

2.17.1. Kitchen: The following specific requirements apply to the kitchen and surrounding area following a scheduled event:

[a] Floors must be cleaned of all trash and debris.

[b] The microwave oven, dishes, utensils and coffee pots must be cleaned and the coffee pots reassembled.

[c] Sinks and countertops must be cleaned and dried.

[d] A charge of not less than \$100 will be imposed on any offending member, club or organization failing to clean all used areas.

[e] Ovens must be cleaned and turned off.

[f] Furniture must be returned to its proper place.

[g] Breakage and damage must be promptly reported to the concierge or activities director.

[h] By order of the fire marshal, absolutely no deep frying or frying machines are allowed anywhere in the Center. A charge of \$200 will be imposed on any offending member, club or organization.

[i] Failure to follow the above rules may result in loss of privileges by the club or organization.

2.18. Furniture: Any groups, private or Falls Run-recognized, are responsible for setting up any room they have reserved. The concierge on duty is available to assist when time allows. After use, tables must be broken down by the users.

2.19 Firearms: Firearms are not permitted at the Center at any time except

- 1) when under the control of law enforcement personnel on official business or
- 2) when approved by the general manager or the activities director, if unloaded firearms are an integral part of a program, demonstration, or ceremony sponsored by the general manager, activities director or a recognized Falls Run group.

Examples of this exception include display of Civil War-era firearms in conjunction with a Civil War program or rifles carried by members of a color guard for Veterans Day activities.

2.20. Bikes and Skates: Skates, in-line skates and skateboards are prohibited from being used on Center sidewalks, driveways and parking lots. Bikes may be used on paved driveways only for access to the Center. None of the foregoing may be used inside the Community Center or in areas adjacent to the pools or courts. Bikes left at the Center must be stored in the appropriate areas and are done so at the owner's risk.

2.21. Smoking: Smoking of any kind is not permitted at the Center other than in the designated area behind the Community Center between the kitchen door and the parking lot. Smoking is not permitted at the pool or veranda, or inside the courts.

2.22. Dogs and Pets: Dogs (other than service dogs) or other pets are not permitted at the Center except when authorized by the Board of Directors and/or the Activities Director.

2.23. Personal Set ups: No personal barbecues, tents, tarps or flooring, such as Slip 'n' Slides, toddler pools, etc. may be used on the Center's common ground.

2.24. Property Belonging to the Center: Property or furniture belonging to the Center shall not be removed from the Center unless authorized by the Activities Director or concierge on duty.

2.25. Library: The books in the club room library have been purchased or donated to the Center. Members are welcome to give books from their personal collections. There is no required sign-out to borrow any of the books. Members are requested to return books after a reasonable period. Books that are offensive, or in bad taste or disrepair may be removed at the discretion of the Activities Director.

2.26. Charitable Gaming: The Center will not have on its premises any illegal gambling apparatus, machines or devices. Residents will not be allowed to participate in or be a party to any form of illegal gambling while at the Center. Bingo and raffles are allowed provided they adhere to conduct under special rules and laws dictated by the Virginia Charitable Gaming Commission and that the annual maximum intake is less than \$ 40,000.

2.27. Computer Use: The Center provides computers for resident use in accessing the Internet. Computer use is on a first-come, first- served basis. Residents must log their name and time of use. Gambling and gaming is prohibited as is installing personal software, including Web browsers. If residents are waiting, use is limited to 30 minutes per session. No resident shall access inappropriate websites. Abuse of the computers may lead to restricted use.

### **Section 3. Use of Pools:**

3.1. Swimming Pools: The swimming pool is defined as the entire fenced-in area surrounding the outdoor pool and the entire closed-in area surrounding the indoor pool. Members in good standing and their adult guests, 18 years and older, may use the pools whenever they are open. Certain areas of the indoor pool may be reserved for exercise classes. Hours of operation shall be published and posted at each pool.

3.2. Guests: Each dwelling unit may have eight guests at the pool; but one qualified resident must sign in and stay with the guests. For every two (2) non adults at the pool one adult who is capable of swimming must be present at all times. If the responsible adult swimmer must leave the pool area, the non adult guest(s) must vacate the pool. Children in diapers (including swim diapers), or younger than three (3) years, are not permitted in either pool. Children three (3) years and older must be fully toilet-trained to use either pool. Children five (5) years and older must use the gender-appropriate bathroom. All children will be limited to specific days and times for using the pools at the discretion of the Activities Director. All guests need to be signed in, but the resident does not need to remain in the pool area for those guests 18 years or older.

3.3. Risk of Use: Residents and guests assume all risks and responsibilities when using either pool and are personally liable for any and all injuries or damage suffered.

3.4. Pool Monitor: If a monitor is on duty at the pools, that person is responsible for enforcing the pool rules. The concierge is responsible for enforcing rules, when no attendant is on duty. All residents and guests are required to cooperate.

3.5. Equipment, Towels and Lane Ropes: Residents and guests are required to bring their own towels. Equipment used for water classes is the Community Center's property and must be returned after use. The bells, weights and belts are for water aerobics only and not for use by children. Children are allowed to use kickboards and noodles. Chaise lounges and chairs must be covered with towels before use. Removing lounges and chairs from the pool or saving them for persons not present in the pool area is prohibited. Hanging or lying on lane ropes is prohibited.

3.6 Floats: Water wings, wearable personal flotation devices (PFDs) and swim noodles are permitted in both pools. Inner tubes, air mattresses, rafts and other large flotation devices while never permitted in the indoor pool are permitted in the outdoor pool, except when children are present during family swim time.

3.7. Showers: Residents and guests must shower before entering either pool.

3.8. Food and Beverages: No food is allowed within the indoor pool area. Water in unbreakable containers is permitted. Glass is prohibited. Food and beverages may be consumed on the veranda or within the outdoor pool at the seating area. Residents and guests are responsible for cleaning up after use.

3.9. Hours: Swimming is permitted only during published hours. Hours may be changed at the discretion of the Activities Director.

3.10. Admission: Prior to entering either pool, residents must scan their activity card and sign guests in with the concierge. Admission to either pool will be denied to any person who appears intoxicated or contagious.

3.11 Prohibited and Inappropriate Activities: Diving is prohibited in both pools. Running, excessive noise, hazardous activities, i. e. "horseplay" (pushing, dunking, running, flipping into the pool, throwing objects other than Nerf balls, beach balls, and volley balls, and climbing on any structure including lane ropes) is prohibited. Voices must be kept at a normal conversational level. Radios and other audio equipment may be used only with earphones or earbuds. Pets other than service dogs are not permitted in the swimming pool area.

3.12. Attire: Appropriate swim attire is required for all pool users. Street clothes, cut-offs and shorts are prohibited. Bobby pins, hair pins and similar objects must be removed before swimming. Wet swimsuits shall not be worn at any time in the common areas of the Community Center. Shoes or sandals are to be worn going to and from both pools.

3.13. Trash: Trash must be disposed of in the receptacles provided.

3.14. Spa: The spa is reserved for residents and guests 18 and older.

3.15 Smoking: Smoking is prohibited in the swimming pool areas.

3.16. Electrical Storms: Both pools will be closed at the first sound of thunder or appearance of lightning and remain closed for 30 minutes after the last the sound of thunder and appearance of lightning.

#### **Section 4. Use of Fitness Center:**

4.1. Authorized Users: The fitness center is for members and authorized employees only.

4.2. Equipment and Towels: When others are waiting, use of equipment is limited to thirty (30) minutes per person. Do not drop or bang weights. Use of all equipment is at your own risk. Members must wipe down equipment after use, using the cleaning agent and paper towels, or wipes provided. When provided, cleaning agent must be sprayed onto paper towel, not directly on the equipment.

4.3 Food and Beverages: No food or beverages, except water in unbreakable bottles, are permitted in the fitness center.

4.4. Attire: Proper attire and footwear is required in the fitness room. Flip-flops and open-toed shoes are not allowed. At no time is wet swimming attire allowed.

4.5. Personal Trainers: No personal training, other than by approved trainers, is allowed in the fitness center or general purpose rooms. Individual personal trainers, approved by the Activities Director or General Manager, and who meet the following criteria, may be allowed as a resident's guest: current CPR and AED certification, certificate of liability insurance with Falls Run Community Association as a certificate holder, and certification in the field of instruction by an accredited institution, such as ACE, AFAA and/or IDEA.

Group fitness instructors must be approved by and meet minimum criteria as set by the Activities Director and General Manager. The personal trainer or fitness instructor must always sign in and out in the vendor's log.

4.6. Fitness Equipment Orientation: New residents are encouraged to go through a no-cost equipment orientation to ensure proper and safe use of equipment. Residents may sign up for the orientation with the concierge.

4.7. Exercise Equipment: No exercise equipment (balls, bands, tubes, weights, etc.) may be removed from the Center at any time without prior authorization by the Activities Director. All equipment must be returned to its original location after use.

### **Section 5. Outdoor/Multi Use Court Guidelines:**

5.1. General: The multi use courts are for the use of members and their guests. Guests under the age of eighteen (18) years may play when accompanied by a member. Members must scan their activity cards and sign in guests prior to using the courts.

5.1.1. Members and guests must wear proper attire and tennis athletic shoes. (Black- soled shoes are prohibited as they mark the court.)

5.1.2. Tennis and pickle ball are the only activities permitted on the multi use courts.

5.1.3. During other than scheduled activities, play is on a first-come, first-served basis. When others are waiting, play is limited to one hour for singles and one and one-half hours for doubles.

5.1.4. Sign-up sheets, when needed, will be maintained in the Community Center.

5.1.5. Courts not claimed within ten (10) minutes after the reserved starting time, shall be considered open for the balance of the reserved period.

5.1.6. Members and their guests are responsible for leaving the court area in a neat and orderly condition.

5.1.7. No pets (other than service dogs) are permitted in any court area.

5.1.8. Common courtesy must prevail at all times.

5.1.9. Outdoor lights must be turned off no later than 9pm and shall remain off when the court is not in use.

### **Section 6. Billiard Room:**

6.1. General: The billiard room is for the use of members and their guests eighteen (18) years and older. A member must accompany all guests.

6.1.1. When others are waiting, play time is limited to thirty (30) minutes.

6.1.2. After play, place all the balls in the pockets and cue sticks in the wall rack, and brush and cover tables.

6.1.3. All breakage and damage must be promptly reported to the concierge or activities director.

## **Section 7. Ticket Procurement and Refunds:**

7.1. Ticket Sales: The distribution of all tickets/reservations for events sponsored by the Center will be as follows:

7.1.1. Tickets shall be available on a first-come, first-served basis.

7.1.2. The specific time of distribution shall be announced.

7.1.3. During the first two-week period of sign-ups, a household may purchase a maximum of four (4) tickets per event, with the understanding that certain trips and social events may be limited to residents only at the Activities Director's discretion.

7.1.4. The refund policy will be addressed for each event. No refunds will be made except for cancellation of that event or trip. Residents may sell their tickets to those on the waiting list in order of sign up. If there is no waiting list, they may sell them on their own to any resident.

7.1.5. Falls Run employees may purchase tickets, if available, only after all residents have had the opportunity to do so.

7.1.6. Children attending events must be guests of members of Falls Run and are subject to the same rules and regulations as adult guests.

## **Section 8. Violation of Center Rules: Suspension of Center Privileges.**

8.1 General: Violation of the Center rules may result in suspension of privileges and other sanctions imposed by the Board of Directors in accordance with FRCA's enforcement policy and procedures.

## **Section 9. Responsibility of Users.**

9.1. Accidents to be Reported: All accidents involving personal injury or property damage shall be reported immediately to the concierge or the general manager. The General Manager will report the accident to the Board of Directors at his/her discretion.

9.2. Responsibility for Personal Property and Persons: Each member assumes sole responsibility for his/her health, safety and welfare and for that of his/her family members and guests, all persons using the Center through such member, and for the personal property of all of the foregoing.



9.3. Attorney's Fees: In the event of any action or proceeding brought to enforce any one or more of these rules and regulations, the prevailing party shall be entitled to recover its attorney's fees, paraprofessional's fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

**Section 10. Miscellaneous:**


10.1. Committees: The board of directors, the general manager and the activities director may establish committees from time to time to represent the Center's needs.

10.2. Authority to Promulgate and Amend Rules: These rules and regulations are subject to change at any time. The Board of Directors may amend these rules and regulations from time to time without the joinder or consent of any other person or entity. All changes to these rules and regulations shall be posted in a conspicuous place within the Community Center and the Falls Run website, and may be communicated otherwise to the members of the Center. All rules and regulations promulgated by the Board of Directors shall become effective on the date determined by the Board of Directors.

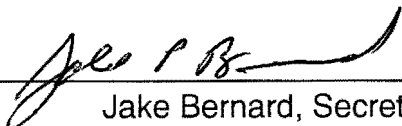
10.3. Supersession: This administrative resolution supersedes all previous Community Center Rules and Regulations, regardless of date.

This resolution supersedes and replaces any other previous resolution pertaining to the same subject matter.

The effective date of this Administrative Resolution No 17-04 shall be the 26 day of APRIL 2017.

  
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Bob Lawrence, President

I attest that the foregoing Administrative Resolution No. 17-04, dated 4/26/17 was approved by the Board of Directors at a duly called meeting of the Board of Directors on 4/26/17.

  
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Jake Bernard, Secretary