



## **Plantation Lakes Homeowners Association**

### **Pool Rules and Information for Use of the Facilities**

This publication sets forth the policies and rules for use of the Pool, Pool Deck Area and all amenities of the Association.

**POOL OPERATING PERIOD:** Memorial Day through Labor Day (subject to adjustment by the Board of Directors)

|                      |                       |                         |
|----------------------|-----------------------|-------------------------|
| <b><u>HOURS:</u></b> | Monday thru Thursdays | 12:00 p.m. to 8:00 p.m. |
|                      | Fri – Sun. & Holidays | 11:00 a.m. to 8:00 p.m. |

#### **Pool Rules:**

**Owners and their guests use the pool facilities at their own risk. The Association, the Board of Directors, the Developer, its agents or assigns assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.**

1. Each address will initially receive two (2) access cards. Additional access cards can be purchased from the Management office for \$10.00 each, paid by check or money order only. All checks are to be made out to Plantation Lakes HOA. Pool passes will not be issued to anyone who is not in good standing with the Association.
2. All Adult users must **sign in** using their Key Card five (5) digit code & their address.
3. You must keep your pool pass (Key Card) from year to year. There is a \$10.00 replacement cost fee for any lost, erased (can be done by magnet & cell phone) or stolen cards.
4. **Proof of residence** will be required for all occupants who are not on the deed. Examples of proof would be a driver's license, passport or lease with a Plantation Lakes address.

5. Each summer, the first time a homeowner or resident of a unit goes to the pool, they will receive one complimentary guest pass which is good for 5 uses. Additional passes may be purchased at a cost of \$10 per pass. Payment must be made by a check or money order only. Cash will not be accepted. A guest must be accompanied by a Key Card holding resident while in the pool area.

5a) Guests are defined as person(s) who do not reside at Plantation Lakes.

5b) Tenants are defined as person(s) who have an active lease agreement with a Record Owner at Plantation Lakes HOA. A copy of the active lease must be on record with the Managing Agent and the Record Owner must be in good standing with the Association prior to a Key Card being released to a Tenant.

6. No person is permitted in the Swimming Pool Area/Pool Facility unless it is officially open and the lifeguards are on duty.
7. Lifeguards are not baby-sitters. Parents are responsible for their children at all times and in all areas.
8. Children under 12 must be accompanied by a parent or approved supervisor, (16 years or older).
9. The Association requires that children not toilet trained wear a swim diaper covered by tight fitting waterproof pants in either pool. Absolutely no changing of diapers on the pool deck. Diaper changing areas are available in the locker rooms.
10. **Children under the age of six (6) must stay within arm's reach of their parents at all times while in and around the water.**
11. **Alcohol** and **glass** drink containers are **prohibited**. Only plastic bottles are allowed. Cooking or grilling in or around the pool is prohibited.
12. Pets are prohibited in the Community Recreation Center swimming pool areas.
13. Smoking is prohibited in the Community Recreation Center and the swimming pool areas.
14. Radios, CD players, iPods and MP3 Players may be played only with earphones, at a volume that does not disturb others.
15. Members are responsible for their guests. Running and rough housing around the pool is strictly forbidden.
16. All **Life Vests** used must be Coast Guard certified and are to be used at the sole discretion of the Pool Management Company.
17. Beach balls, Nerf balls, inflatable's (e.g. inner tubes), rafts of any kind and any other devise(s) are prohibited at the sole discretion of the Pool Management Company.
18. All personal flotation devices are acceptable at the sole discretion of the Pool Management Company.
19. **No diving** is permitted.
20. Chairs may not be reserved for persons who leave the pool area or who are expected to arrive later. They are available on a first come, first serve basis. Please return chairs to their original position and clean area around you before leaving the pool area.

21. Proper respect and cooperation is due to the lifeguards, who are to provide for the safe and orderly operation of the pool.
22. Pool hours will be posted at the pool. The pool may be closed at any time due to weather (rain, thunder, lightning, etc.), breakdown of equipment, operational defects or other unavoidable causes.
23. For the protection of all Residents, admission to the pool area may be denied for Residents or Guests with open lesions, sores, infections, skin abrasions or contagious conditions.
24. Patrons must shower before entering the pool area.
25. Bathing suits are not permitted in the Community Recreation Center.
26. The lifeguards may demand any patron leave the pool area if the rules are not being followed and/or Pool/Recreation Center privileges may be revoked.
27. Pool Rules and/or hours of operation are subject to modification and/or change by the Board of Directors.
28. Changes to the Pool Rules and Regulations are at the sole discretion of the Board of Directors of Plantation Lakes HOA.

**DISCLAIMER OF LIABILITY:**

*All persons making use of the Pool and Clubhouse and Guest Pass privileges and using any of the Community Area recreational facilities agree to abide by the rules and regulations for use of the facilities. Use of facilities is at the user's sole risk and responsibility.*

*The Association and the Declarant do not assume responsibility for any occurrence, accident or injury in connection with such use. No Owner shall make any claim against the Declarant and the Board of Directors, the Association, their servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result or in connection with any such use of any of the recreational or common facilities. Each Owner shall hold the Declarant, the Board of Directors, the Association and Managing Agent harmless from any and all liabilities and any action of any nature by any tenants, guests, invitees or licensee of such Owner growing out of the use of the recreational or common facilities, except where such loss, injury or damage can clearly be proved to have resulted from and been proximately caused by the direct negligence of the Board, the Association or their agents, servants or employees in the operation, care or maintenance of such facilities. Any damage to the building, recreational facilities, or other Community Areas or equipment caused by an Owner or such Owner's guests shall be repaired at the expense of the Owner.*