

Pool Rules:

Owners and their guests use the pool facilities at their own risk. The Association, Board of Directors, Developer, or its Agents, neither assigns nor assumes any responsibility for any type of accident(s) or injury in connection with, or use of facilities, for any type of loss or damage to personal property.

- 1. Commencing Saturday, May 24, 2025, residents of Tanyard Springs HOA 13 years of age and older will be required to apply for pool access through the online portal, Member Splash using the enclosed registration instructions. After registering, photos of every household member should be uploaded into the Member Splash system. Residents must register in order to access the pool. No access will be permitted without prior registration.**
- 2. All users of the Tanyard Springs pool facilities must register with the pool life guards by providing their name and address.**
- 3. Proof of residency may be requested upon entry or at any time while on pool grounds, at the discretion of the lifeguards.**
- 4. Lifeguards reserve the right to deny entry to the pool, or have residents and/or their guests removed from the pool at their discretion, if the Tanyard Springs pool rules are not being followed by the residents and/or their guests.**
- 5. Homeowners in delinquency status as result of failure to pay dues or fines owed to Tanyard Springs Homeowners Association will not be permitted to enter the pool grounds.**
- 6. Each pool season, homeowners will receive 10 guest admissions per residential address in the HOA. Additional guest admissions may be purchased at a cost of \$10 per 5 admissions at the Management offices during normal business hours. Payment must be made by a check or money order only. Cash will not be accepted.**
- 7. "Guest(s)" is defined as anyone, regardless of age, without a pool membership. Pool membership is associated with one family per street address, and renters/tenants will only gain membership if the property owner relinquishes their membership. This notice must be provided to Abaris Real Estate Management in writing**
- 8. No one is permitted in the swimming pool area / pool facility unless it is officially open, and the lifeguards are on duty.**
- 9. Lifeguards are hired to perform lifeguarding skills and services and shall not be regarded as babysitters. Parents are responsible for their children at all times in the pool areas and clubhouse facilities.**
- 10. Children 12 and under are not required to register for pool access. Children 15 and under must be accompanied by a parent or approved guardian/supervisor, aged 16 years or older.**

11. The Association requires that children who are not toilet trained wear a swim diaper covered by tight fitting, waterproof pants or a swim suit in either pool. Changing of diapers on the pool deck is strictly prohibited. Diaper changing areas are available in the locker rooms.

PLEASE NOTE: Lifeguards do not monitor the wading pool. Parents are solely responsible for all children in the wading pool at all times. Only children 6 years old and younger may use the wading pool. Children must stay within arm's reach of their parents/guardian at all times while in and around the water.

12. Alcohol and glass drink containers are prohibited. Plastic bottles are allowed. Food may not be consumed on the pool deck, however, is permitted behind designated areas. Cooking or grilling in or around the pool, deck or pool area is prohibited, unless prior Board of Directors approval is granted for special HOA sponsored events.

13. Pets are prohibited in the clubhouse and swimming pool areas, with the exception of service animals.

14. Smoking or vaping is prohibited in the clubhouse and swimming pool areas.

15. Radios, CD Players, iPods, laptops, and similar electronic devices may be used with earphones or a soft speaker at a volume not to disturb other pool users.

16. Members are responsible for their guests. Running, rough housing, throwing pool toys, sports balls, profanity, misconduct, etc. in the pool area, is strictly prohibited.

17. NO water guns permitted at the pool.

18. All flotation devices must have a 'United States Coast Guard Approved' label. Any floating device may be checked by the pool lifeguards at any time, and prohibited from use in the pool. Each floating device must have an official label directly on the device, designating it as, "Coast Guard Approved" and eliminating any doubt that it is acceptable for use.

19. No diving at any time.

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 served 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, Guests, and Tenants, admission to the pool area may be denied for those with open lesions, sores, infections, skin abrasions or contagious conditions.

24. Patrons must shower before entering the pool area. Towels must be wrapped around wet bathing suits when purchasing something from the snack vending machine(s) and otherwise wet bathing suits are not permitted in the Clubhouse.

25. Lifeguards may demand any patron leave the pool area if the rules are not being followed and/or pool/clubhouse privileges may be revoked.

26. Pool Rules are subject to modification and/or change by the Board of Directors.

27. Changes to the Pool Rules and Regulations are at the sole discretion of the Board of Directors of Tanyard Springs 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.