

**TARALON RESIDENTIAL COMMUNITY ASSOCIATION
COMMUNITY CENTER RULES AND REGULATIONS**

These Taralon Community Center Rules and Regulations are binding on all users and are enforceable under the Taralon Residential Association’s (“Association”) Declaration of Covenants, Conditions, and Restrictions; the Agreement under the Declaration of Shared Use for Taralon Community Center; and the Association’s fine and enforcement policies.

The Community Center, which includes the clubhouse, pool, and common areas (collectively, “Community Center”), are for the exclusive use of Association Members and residents, residents of The Elwood property (collectively, “Members”), and the Members’ invited guests.

GENERAL RULES

1. Community Center Access

Members and guests must access the Community Center through the main gate of the swimming pool area only. The Association will maintain a list of Members who may use the pool. These lists will be compiled by the Association’s management company and The Elwood’s management company. Members must be in good standing and current on their assessments or rent to access the Community Center. The front door of the clubhouse must remain closed other than when being used for a reserved event. All clubhouse Members and guests are responsible for ensuring the front door is locked when they leave.

2. Guests

Members must accompany all guests to the Community Center. Members are allowed only two guests for the pool and no more than the posted maximum for the clubhouse. Members are responsible for reviewing these rules and regulations with their guests and for the actions of their guests. Guests are not permitted to bring other guests. The number of guests may be further restricted to ensure that Members access the Community Center without overcrowding. The Association may also establish an online registration system.

3. Parking

Taralon resident parking spaces are for Taralon residents only. Short-term parking for guests is permitted on Association streets unless posted otherwise. No overnight parking is permitted on any Association common property. If any resident requires parking beyond what can be accommodated by the resident’s driveway, they must notify the managing agent to arrange for parking and must follow all parking enforcement rules. The Association may tow any vehicle for violations of this rule subject to the requirements of ORS 98.830.

4. Conduct

Inappropriate conduct (including abusive language, fighting, horseplay, unsanitary practices, and illegal activities) is not permitted within the clubhouse, pool, or any other common area.

5. No Alcoholic Beverages

No consumption or possession of alcoholic beverages within the Community Center is permitted. No one under the influence of alcohol or other substance is permitted to be within the Community Center.

6. No Smoking

Smoking or vaping is not permitted in or around the Community Center.

7. No Pets

Pets are not allowed in the Community Center.

8. Wheeled Equipment

For the safety of Members and their guests and to prevent damage to the Community Center, wheeled equipment including skateboards, roller blades, and scooters, and bicycles are not to be used in the Community Center. This rule does not apply to wheelchairs, scooters, or walkers that are necessary for Member or guest mobility.

9. Valuables

Members and guests are encouraged not to bring valuables. The Association and its agents are not responsible for the security or safety of any items brought into the Clubhouse.

10. Violations

Members or guests who violate the Rules and Regulations or the Governing Documents may have their access suspended after two violations within any two-month period. The termination of access will last no more than three months unless the Association's Board of Directors determines that a longer period is appropriate. The Association may also levy fines to members for violations of the Governing Documents consistent with the Association's fine schedule in Section 3.22.4 of the Bylaws.

Violators will also be liable for any damage to the Community Center. Members or guests who access the Community Center without permission are subject to police intervention and may be subject to criminal and civil penalties.

POOL RULES

In addition to the general rules above, the following pool rules apply.

1. Pool Use Release and Liability Waiver Agreement

All Members and guests who use the swimming pool must sign the attached Pool Use Release and Liability Waiver Agreement. Members and guests must sign an agreement on behalf of minors or those who do not have legal capacity to sign the Liability Waiver Agreement.

2. Posted Rules

Members and guests must follow and observe all posted regulations.

3. Pool Access

The Association's Pool Committee, with approval of the Association's Board of Directors will determine the pool season and hours of operation. Generally, and subject to the Board's discretion, pool hours will be 8:00 a.m. to 9:00 p.m. during the pool season. The pool may be temporarily closed for routine maintenance or equipment repair as needed to ensure the safety of all users.

4. Pool Use at Own Risk

There is **NO LIFEGUARD ON DUTY**. Use of the pool facilities is at the user's own risk and after signing and returning the Release and Liability Waiver Agreement. The Association and its representatives will not be responsible for any injury or death arising out pool use. All Members and guests must follow the "buddy system" and not swim alone.

5. Non-Swimmers

Members and guests must not use the pool unless they have had swimming lessons, know how to swim, or are otherwise accompanied by a "buddy" who is trained or knows how to swim. In addition, as stated in Chapter 333 of the Oregon Administrative Rules: "CHILDREN UNDER 14 -- BRING AN ADULT. Non-swimmers and children under 14 years of age need responsible adult supervision."

6. Swimming Toys

Small and moderately sized inflatable toys, balls, and personal flotation devices are permitted so long as they do not unreasonably interfere with other pool users. No other inflatable devices (like water mattresses) or water guns are permitted.

7. Horseplay and Disorderly Conduct Prohibited

No running on the deck, dunking, water fighting, diving, horseplay, or pushing into pool is permitted. In addition, no rough or disorderly conduct, loud music, disruptive or abusive language, or littering is permitted.

8. Swim Undergarments

Persons not in control of natural body functions may not use the pool unless they wear plastic or rubber leakproof garments. Disposable diapers are not permitted because they can disintegrate and clog the pool filtering system.

9. Appropriate Attire Required

Because this is a family pool, Members and guests must dress in appropriate attire with reasonable coverage. For example, no cut-off jeans, thong swimwear, or nudity is permitted. Street shoes are also not permitted in the pool or on the pool deck.

10. Showers Required

Pool users must take a cleansing shower before entering the pool.

11. No Use Permitted if Sick or Symptomatic

If Members or their guests have a cough, shortness of breath, fever, chills, muscle pain, a sore throat or any other indicator of an illness or if they have tested positive for an illness within the previous 5 days, they are not permitted to use the pool. Members or guests who have had diarrhea or a disease communicable by water in the past two weeks are not permitted to use the pool

12. Food and Non-Alcoholic Beverages

Food is not permitted in on the pool deck or in the pool. Non-alcoholic beverages are permitted on the pool deck (but not the pool) so long as the beverages are contained in plastic or other unbreakable container. Members and guests must properly dispose of all trash in the appropriate receptacles upon leaving the facility.

CLUBHOUSE RULES

In addition to the general rules above, the following clubhouse rules apply.

1. Clubhouse Access

The clubhouse and kitchen are intended for exclusive use of its Members and their guests. They are not available for public use. The main clubhouse room and kitchen are available between 9:00 a.m. and 10:00 p.m. daily on a reservation basis. Written reservation requests must be made at least seven days in advance. All reservations are on a first-come, first-served basis.

2. Clubhouse Capacity

The maximum capacity of the Clubhouse is 45 persons.

3. Clubhouse Use

Clubhouse use does not grant Members exclusive use of any other portion of the facility. For example, the pool must remain open to all residents during pool season and cannot be reserved for private functions. The clubhouse is equipped with a “catering kitchen” to be used only for warming or serving food. It is not equipped or approved for food preparation and must not be used for that purpose. Nothing may be used in the clubhouse or kitchen that constitutes a fire hazard including open flames except for candles on birthday cakes.

4. Reservations

Members may reserve the clubhouse no more than four times per month.

5. Clubhouse Facility Use Agreement Required

Members must complete and submit a Clubhouse Facility Use Agreement at the time of the reservation. A copy of this agreement is attached.

6. Security Deposit Required

A \$250.00 refundable deposit is required for events. The deposit will be refunded after the event unless damage has been incurred or excessive cleanup is required after the event. Members will be responsible for any damage that exceed the security deposit amount. The Association will seek reimbursement through the Member’s insurance or repair the damage and levy an assessment to the Member or, as appropriate, The Elwood. Refunds are returned by mail following clubhouse inspection by the Association’s community management company.

7. Insurance Required

Members must provide a copy of either their homeowners’ insurance policy declarations page, or other policy information showing that the Member has liability coverage for the Members’ clubhouse use of at least \$100,000.00 per occurrence.

8. Members Personally Liable

Members are personally liable for all damage and injuries. Members are also personally liable for the conduct of invitees.

9. Alcohol and Smoking Prohibited

As noted in the general rules, alcohol and smoking are prohibited.

10. No Wet Swimsuits

To protect the clubhouse, no wet swimsuits or bodies are allowed in the clubhouse.

11. Cleaning and Locking Up

Members using the main clubhouse with kitchen are responsible for cleaning these areas following use, properly disposing of all trash, and turning off the lights and locking the building. Specifically, the Member must:

- Leave the facility in a vacuum-clean condition with all trash removed.
- Return all furniture to its original position.
- Empty all wastebaskets and put new liners inside.
- Place full trash bags into designated trash receptacles outside.
- Wipe down all countertops and tables.
- Clean the stovetop, microwave oven, oven, refrigerator, and dishwasher.
- Swiffer mop the kitchen floor.
- Remove all food from the Community Center.
- Restore thermostats either to a 76-degree cooling or a 66-degree heating temperature.
- Turn off the gas fireplace and lights.
- Shut and lock all windows.

Members failing to complete these tasks may be charged for any Association costs and may be fined.

POOL USE RELEASE AND LIABILITY WAIVER

In consideration for use of the Taralon Community Association (“Association”) swimming pool (“Pool”), and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I agree to this pool Use Release and Liability Waiver Agreement (“Agreement”) on behalf of myself, my child, and my protected person as follows:

1. Pool Rules. I have reviewed and will comply with all Community Center Rules and Regulations including the Pool Rules.

2. Risks. I understand and acknowledge that use of the Pool may involve risks that include bodily injury, partial or total disability, sickness, paralysis, and death, as well as damage or destruction of personal property (“Risks”). I also understand and acknowledge that the social and economic losses or dangers can be severe and that not all risks or dangers may be known or reasonably foreseeable at this time.

3. Viral Transmission. I understand that viruses are easily transmittable, and that viral infection can occur. By voluntarily using the Pool, I am knowingly and voluntarily subjecting myself to possible viral exposure and its consequences. I will undertake all reasonable measures to protect myself and others who use the Pool from exposure or infection.

4. Acceptance. I accept the responsibility for all losses or damages resulting from Pool use and any risks or dangers involved in my Pool use.

5. Release. I **RELEASE, WAIVE, AND DISCHARGE**, the Association, its respective directors, officers, agents, legal counsel, employees, contractors, managers, and management company (collectively, the “Releasees”) from and all liability, claims, demands, losses, or damages that I, my child, or my protected person suffer concerning any of the Risks. I further warrant, covenant, and agree that the release, waiver, and assumption of the risk contained herein is binding on anyone who makes a claim against any of the Releasees on my, my child, or my protected person’s behalf resulting from any injuries or death that I, my child, or my protected person may incur or suffer.

6. Indemnification. I agree to **INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS** from any and all claims demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal, or otherwise) arising from or related to my, my child, or my protected person’s Pool use and the associated Risks.

7. Covenant Not to Sue. I **COVENANT NOT TO SUE** or bring any claim of any kind against Releasees arising from or related to Pool use and the Risks or damage or loss to personal property.

8. Trial Waiver. I KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY OR BENCH TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I acknowledge that this waiver was negotiated and is a material inducement to Releasees permission to use the Pool.

9. Binding Effect. It is my express intent that this Agreement binds any assigns and representatives, and is deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees.

10. Interpretation. This Agreement will be construed, interpreted, and controlled according to the laws of the State of Oregon.

11. Acknowledgment. By signing this document, I acknowledge and represent that I have read this Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed with the understanding that I have given up substantial rights. I also acknowledge that no oral representations, statements, or inducements, apart from this Agreement, have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration and intending to bound by this Agreement.

Name & Address	Signature	Date

Child(ren)'s or Protected Person's Name(s)

CLUBHOUSE USE AGREEMENT

This Clubhouse Use Agreement ("Agreement") is entered on the last date below between Taralon Community Association ("Association") and the persons named below ("Member"):

_____ [Member Name(s)]

_____ [Address]

() _____ [Phone Number]

1. Clubhouse Use. The Association grants the Member the right to use the Clubhouse at the time and for the purpose specified below:

Date: _____

Time: _____ to _____

Event: _____

(No other Community Center facility, including the pool, is available in conjunction with the Clubhouse for exclusive use.)

2. Use Fee and Deposit. Upon execution of this Agreement, the Member must pay to Association a Security Deposit of \$250.00. This Security Deposit, less any charges for cleanup or damage, will be refunded within 15 days after the event. Member will be liable for any damage not covered by the Security Deposit.

3. Insurance Requirement. The Member must provide a copy of either a homeowners' insurance policy declarations page or other policy information showing that the Member has liability coverage for the Member's clubhouse use of at least \$100,000.00 per occurrence.

4. Owner Responsibilities. Members must perform all cleanup responsibilities as outlined in the attached Clubhouse Cleaning Checklist. If Members fails to perform these responsibilities, the Association may have the work performed at the Member's expense. Members and their guests must obey all laws and must not permit any noise or other activities that may disturb residents. In addition, Members and their guests must comply with any other rules and regulations of the Association pertaining to Community Center use.

5. Assumption of Risk. The Association provides the Community Center clubhouse amenity on an "as-is" basis. Members agree to assume all liability for injury, loss, or damage to Members, their guests, or to any persons, goods, materials or property arising out of or in connection with use of their use of the Clubhouse and Community Center.

6. Responsibility for Damage. Member agrees to be responsible for any and all damage to the Clubhouse, Community Center, and their contents, or for any loss by theft, that

occurs during or in any way related to Member's use including, without limitation, any breakage to, or loss of, dishes, kitchenware, or equipment. Member agrees to immediately notify the Association through its community management company about any and all damage or loss that occurs. If Member consists of more than one person, liability and the obligations in this agreement will be joint and several.

7. Indemnification. The Member agrees to **INDEMNIFY, DEFEND, AND HOLD THE RELEASEES HARMLESS** from any and all claims demands, suits, judgments, losses, or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal, or otherwise) arising out of or in connection with Clubhouse and Community Center Use.

8. Attorneys' Fees. In the event of any litigation or arbitration concerning this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorneys' fees and court or arbitration costs, at trial, on appeal and on any petition for review.

9. No Assignability. The license granted to the Member under this Agreement may not be assigned to any other person.

10. Acknowledgment. By signing this document, I acknowledge and represent that I have read this Agreement, that I understand it, and that I sign it voluntarily as my own free act and deed. I also acknowledge that no oral representations, statements, or inducements, apart from this Agreement, have been made, that I am at least 18 years of age and fully competent, and that I execute this Agreement for full, adequate, and complete consideration and intending to bound by this Agreement.

By: _____
Member

Date

By: _____
Authorized Association Representative

Date

CLUBHOUSE CLEANING CHECKLIST

To ensure that the Clubhouse has been returned to its original condition, please verify that you have:

- Left the facility in a vacuum-clean condition with all trash removed.
- Returned all furniture to its original position.
- Emptied all wastebaskets and put new liners inside.
- Placed full trash bags in designated trash receptacles outside.
- Wiped down all countertops and tables.
- Cleaned the stovetop, microwave oven, oven, refrigerator, and dishwasher.
- Swiffer-mopped the kitchen floor.
- Removed all food from the Community Center.
- Restored thermostats either to a 76-degree cooling or a 66-degree heating temperature.
- Turned off the gas fireplace and lights.
- Shut and locked all windows.