

ORCHARD HILL CLUB BYLAWS

REVISED AS OF JULY 2020.

ARTICLE I:

A. NAME: The name of the club shall be THE ORCHARD HILL CLUB, INC.

B. OBJECT: To promote the health and welfare of its members and their families by providing and maintaining swimming and tennis facilities in Glastonbury, Connecticut. Nothing herein shall be construed to prevent the Club from doing any and all acts which may be done lawfully by a Corporation without capital stock except nothing shall be construed to permit the Club to conduct a business solely for profit.

ARTICLE II:

A. MEMBERSHIP: Membership in the Club shall be of six classifications, Family Membership which shall include Gold Key Membership subject to other provisions of these By-laws Silver Key Membership, Social Membership, Junior Membership and Junior Sport Membership. (Revised February 2020)¹

1. Family Membership shall consist of an adult person or couple and the minor children of that person or couple. The privileges of membership shall extend to them and others of the immediate family residing in the same household, including any relatives living with the family. (Revised June, 2016)

2. Silver Key Membership may be extended only to past or present Family Members in good standing. The past or present Family Members must have had a Family Membership for 10 years continuously at which point the Family Membership can be converted to a Silver Key Membership. All the privileges, responsibilities, and duties of Family Membership shall extend to members having a Silver Key Membership. Transfer from Family Membership to Silver Key Membership shall occur upon written application (email will suffice) to the Chairperson of the Membership Committee, who shall inform the Club at the next meeting. The Board has the discretion to limit the number of Silver Key Members. Past Family Members applying for a Silver Key Membership will have to submit a new bond payment.

3. *APPLIES ONLY TO MEMBERS OF THIS CLASS AS OF 12/31/2019, NO NEW MEMBERS TO THIS CLASS AFTER 12/31/2019* Social Membership was extended only to past or present Family Members in good standing. The privileges of membership exclusive of voting and the use of swimming and tennis facilities shall extend to them, and to others in the immediate family residing in the same household, including any relatives living with the family.

¹ Current members in good standing holding a Social Membership, a Junior Membership, or a Junior Sport Membership as of December 31, 2019 will be allowed to continue with their respective memberships. Social Membership will remain at 10% of the Family Membership. There will be no new members to the Social Membership, Junior Membership, or Junior Sport Membership after 12/31/2019.

Transfer from Family Membership to Social Membership and acceptance of eligible past Family Members to Social Membership shall occur upon written application to the Chairperson of the Membership Committee, who shall inform the Club at the next meeting. Social Members will receive all Club notices, and they may attend, but not vote at, meetings and Club social functions. Social Members may not be considered for Family Membership until one year after date of written application to the Chairperson of the Membership Committee for reinstatement to Family Membership. (Revised February 2020)

4. Gold Key Membership shall be available to any past or present Family Membership who has maintained a Family Membership in good standing for a total of at least twenty (20) years; or to any past or present Family Membership who has maintained a combined total of at least twenty (20) years of Family Membership and Silver Key Membership, with ten (10) years of Family Membership and ten (10) years of Silver Key Membership; or to any past or present Family Membership who has maintained a combined total of at least twenty (20) years of Family Membership, Social Membership and/or Junior Membership in good standing, provided that at least fifteen (15) years of such combined total membership shall have been as a Family Membership. Prior to the end of each calendar year, the Board of Directors shall identify those Memberships that qualify for Gold Key Membership. The Board shall promptly notify such Memberships of their qualification for Gold Key Membership in writing. Any such Membership that qualifies for Gold Key Membership must notify the President or membership Chairperson of the Club in writing (electronic mail shall suffice) of its intent to accept Gold Key Membership. Gold Key Membership will begin as of the date such notice is received by the President or Membership Chairperson of the Club. Gold Key Membership entitles all family members residing full-time in such Membership's primary residence to the full privileges of the club, including voting powers of Family Memberships and board representation, without payment of club dues. Former Club Memberships returning to the Club as qualified Gold Key Memberships must invest in a Club share prior to qualifying for Gold Key Membership, unless such Membership had donated its Club share to the Club upon resigning its membership. The Club shares of Gold Key Memberships will transfer to the Club in accordance with the provisions of Section I of Article VII of these By-laws however and will be maintained pursuant to the provisions of the By-Laws, Article VII, C, H and I. (Revised February 2020)

5. *APPLIES ONLY TO MEMBERS OF THIS CLASS AS OF 12/31/2019, NO NEW MEMBERS TO THIS CLASS AFTER 12/31/2019* Junior Membership shall consist of a member, aged 14 or entering high school through 19 years of age, who has been a member of OHC, in good standing, through an existing Family Membership for Ten (10) or more years. A maximum of Ten (10) families may hold this membership at any given time and eligibility is based on seniority. The privileges of Junior Membership shall include use of the pool, tennis courts, and social events. The member will be given the opportunity to be on the OHC Swim Team and/or Tennis Team (providing age and skill requirements for these teams are also met). Privileges of the pool, tennis courts etc. will not be extended to the teen's family members, however, the teen's parent(s) will be expected to support the swim and tennis teams in the same way that family member parents are required to do so. (This also includes the social events with regards to the Swim and Tennis teams). In lieu of work day and pool sitting, the member is to

perform a minimum of 4 hours of community service at the pool (i.e. social events for children, special projects) that will be approved by the Chairperson of the Membership committee. The member will be held to the same Rules of Conduct as Family Members. Each will be given the right to invite only overnight guests as defined in the By-Laws. The Junior Membership is valid only during hours the lifeguards are on duty. The Junior Membership dues are 50% of the current Family Membership dues. In addition, each member will be responsible for the full amount of the special assessment. This membership requires the Bond to be maintained. Junior Membership is not included in the 150 total families. Each member may attend club meetings but will not have voting rights. As with any other membership, you can only hold one Membership within the Club at any one time. Transferring from Family Membership to Junior Membership and acceptance of eligible current Family Members to Junior Membership shall occur upon written application to the Chairperson of the Membership Committee, who shall inform the Club at the next meeting. Junior Membership may not be considered for Family Membership until one year after date of written application to the Chairperson of the Membership Committee for reinstatement to Family Membership. Junior Membership will expire when the youngest child is 19 years of age and written and/or electronic notice will be given to the family for their option to transfer their membership accordingly. (Revised February 2020)

6. *APPLIES ONLY TO MEMBERS OF THIS CLASS AS OF 12/31/2019, NO NEW MEMBERS TO THIS CLASS AFTER 12/31/2019* Junior Sport Membership shall consist of a member, aged 14 or entering high school through 18 years of age, or the summer after their senior year in High School. The Board of Directors shall determine the number of Junior Sport Memberships that may be available each year. The Junior Sport Member must participate on the OHC Swim and/or Tennis Team (providing age and skill requirements for these teams are also met). Non-participation on a team, shall terminate the Junior Sport Membership. The Junior Sport Membership is valid only during team hours and/or team activities. Privileges of the pool and tennis courts are not extended to the teen or the teen's family. The teen's parents (s) will be expected to support the swim and tennis teams in the same way that family member parents are required to do so. All employed OHC Life Guards are entitled to the Junior Sport Membership as a term of their employment. The Junior Sport Membership dues are 35% of the current Family Membership dues. In addition, each member will be responsible for the full amount of the special assessment. There is no bond payment required for this membership. The Membership dues are inclusive of all members in the household within this age group. Junior Sport Membership is not included in the 150 total families. Each member may attend club meetings but will not have voting rights. As with any membership, you can only hold one membership within the Club at any one time. Transferring from Family Membership/Social Membership/Junior Membership to Junior Sport Membership and acceptance of eligible current membership to Junior Sport Membership shall occur upon written application to the Chairperson of the Membership Committee, who shall inform the club at the next meeting. Junior Sport Membership may not be considered for Family Membership until one year after date of written application to the Chairperson of the Membership Committee for reinstatement to Family Membership. Junior Sport membership will expire when the youngest child is 19 years of age and written and/or electronic notice will be given to the family for their option to transfer their

membership accordingly. This membership will not count toward Gold Key Status. (Revised February 2020)

6. ELECTION OF FAMILY MEMBERS: No applicant shall be officially offered membership until having been accepted by the Club. Nominations to membership will be made in accordance with the following procedure:

(a). A list of prospective members shall be made available to the members at each business meeting of the Club;

(b). At the time an application for membership has been duly received, a determination of eligibility for Family Membership shall be made under the provisions of Section A of this Article. The determination shall be by the Board of Directors upon the recommendation of the Membership Chairperson. In the absence of misrepresentation or mutual mistake, a favorable determination by the Board is final and subsequent changes in an applicant's status by death or legal decree shall be without effect on eligibility for consideration by the membership for one (1) Family Membership. After a divorce, assuming that both former spouses are otherwise eligible for Membership, both will retain the rights, responsibilities, and privileges of the Family Membership until either one remarries or becomes a member of another household, at which time the former spouses will decide which one will retain the Family Membership. Nothing in this Section shall be construed to limit the provisions of Article II, Section B., 5 herein.

7. The number of Family Memberships and Silver Key Memberships is filled at 150 Club Shares excluding Gold Key Memberships, Junior Memberships and Junior Sport Memberships. Whenever deemed necessary, the Membership Chairperson shall mail, and/or provide electronic notice to all members the names of the first five applicants on the waiting list for their consideration before filling available openings in the membership. (Revised February 2020)

8. In making its choice from the waiting list, the membership Committee shall, among any other factors, take into consideration:

(a). Chronological order of application;

(b). Any past membership terminated by reason of divorce;

(c). Social Membership status.

(d). Junior Membership Status

(Revised June, 2016)

9. Whenever the Membership Committee recommends an applicant out of chronological order, the Committee shall explain its choice to a quorum of the Board of Directors. If such recommendation is approved by the Board, the applicant's name shall be submitted to the membership in the same manner as if it had been submitted in chronological order.

10. Any member in good standing may file with the Chairperson of the Membership Committee a written objection to any applicant at any time before acceptance of such applicant for membership in the Club. Such objection shall be based upon the objecting member's belief that

the applicant should not be offered membership for reasons including, but not limited to, character flaws, patterns of objectionable behavior, moral turpitude, anti-social or offensive conduct, and dishonesty. Such written objection need not specify the reason for the objection to the membership. The Committee shall investigate the reasons for objection as soon as possible and shall obtain and consider the reasons and circumstances of the objection from the objecting member, and from any other sources or individuals the Committee may determine. The committee shall advise the applicant of the objection, and the general basis for such objection, and shall provide applicant an opportunity to withdraw the application or to answer the objection. After consideration of the objection and the answer the Committee will provide its findings and recommendation to the Board. In a duly called meeting, a quorum of the Board of Directors shall consider the findings and recommendation of the Committee, and shall determine the merits of the objection, which may, but need not be, in agreement with the recommendation of the Committee. The decision of the Board is final, and if adverse to the applicant shall be communicated in writing to the applicant by the President. Upon adverse action applicant's name will be removed from the waiting list and no application for membership shall be accepted for one year after the action by the Board.

11. If no written objection to an applicant is received by the Membership Committee within two weeks after the name has been mailed to the members, the committee, as vacancies occur, shall notify the applicant of acceptance for membership. The applicant will be allowed two months from the date of that notice in which to fulfill the financial obligations to the Club.

12. A new member should be introduced by the Membership Chairperson at the first Club meeting after membership.

13. Any past Gold Key Membership may be re-admitted to such membership upon application to the Membership Chair and approval of the Board, if qualified pursuant to Article II, A, 1.

B. SUSPENSION AND EXPULSION: Any person whose conduct is considered unbecoming a member may, by vote at any duly called meeting of the Board of Directors at which a quorum is present be suspended from Club privileges for such period as the Board shall determine. Expulsion of any member may be considered at any duly called meeting of the Board at which a quorum is present and shall be effective upon a two-thirds vote.

C. RESIGNATION: Any member may resign by tendering a post-marked written resignation to the Membership Chairperson, who shall inform the Club of such resignation at the next meeting. Where both spouses are members, resignation by one spouse has no effect upon the membership of the other. (Revised 11/24/14)

1. Family members in good standing resigning before May 1 will be refunded one hundred percent share (100%) of the annual dues paid, one hundred percent (100%) of their club share and zero percent (0%) of the luxury tax portion of the annual dues. Family members in good standing resigning after May 1 will be refunded zero percent (0%) of the annual dues paid and one hundred percent (100%) of their club share and zero percent (0%) of luxury tax portion of the annual dues. Both annual dues and club shares shall be refunded by the club at such time as all club shares and annual dues are paid by the succeeding new members (Revised 3/16/2015).

Both annual dues and club shares shall be refunded by the order of written request and post-marked date. The club maintains the right not to return a club Share, when requested, if it does not have 150 Club Shares and/or is not in the best financial interest of the overall Membership at that time.(Revised 11/24/14)

2. Junior memberships in good standing resigning before May 1 will be refunded one hundred percent (100%) of the annual dues paid, one hundred percent (100%) of their club share and zero percent (0%) of the luxury tax portion of the annual dues. Junior memberships in good standing resigning after May 1 will be refunded zero percent (0%) of the annual dues paid, one hundred percent (100%) of their club share and zero (0%) of the luxury tax portion of the annual dues.

3. Junior Sport Memberships in good standing resigning before May 1 will be refunded one hundred percent share (100%) of the annual dues paid, zero percent (0%) of the luxury tax portion of the annual dues. Junior Sport Memberships in good standing resigning after May 1 will be refunded zero percent (0%) of the annual dues paid, zero (0%) of the luxury tax portion of the annual dues. (Revised 11/24/14)

ARTICLE III

A. OFFICERS: The Club officers, all whom must be Family Members, Silver Key Members, or Gold Key Members shall consist of a President, Vice-President, Recording Secretary, Corresponding Secretary, Treasurer, and Assistant Treasurer. They shall be elected for one-year terms, shall take office at the Annual Meeting and shall perform the usual duties pertaining to their respective offices. Nothing shall prevent the election of any such officer for a succeeding term or terms. The President shall preside at all meetings of the Club and of the Board of Directors. In the event of the President's absence or disability, the Vice-President shall act and shall have the same authority as the President. The President's authority includes the right to sign contracts binding the Club to any expenditure authorized by the Board of Directors.

B. BOARD OF DIRECTORS: The Board of Directors, all of whom must be Family Members or Silver Key Members, shall consist of the Club officers, the chairs of all permanent committees and one additional member to be elected by the membership at the Annual Meeting. While a Nominations Committee shall present a slate of officers prior to the Annual Meeting, nothing shall prevent nominations from the floor at the Annual Meeting. A majority of the Directors, all of whom shall be of legal voting age, shall constitute a quorum at any meeting of the Board. The President shall have the power to determine a schedule of regular meetings of the Board and to call any special meeting. The President shall have the power to determine if it is unsafe to congregate in person due to public health concerns. The Board of Directors shall have the power to vote virtually if the President deems that it is unsafe to congregate and meet in person. Special meetings of the Board may be called at the request of any three Directors. The general management and control of the affairs, funds and property of the Club shall be vested in the Board of Directors except for the funds described in Article VII.H. Except as specifically provided otherwise in these Bylaws, any action taken by the Board shall be by majority vote of the quorum of that body. No Officer, Director or Member of this Club nor any other corporation, firm, association or other entity in which one or more of the Officer, Director or Member has a

material financial interest, shall be interested, directly or indirectly, in any contract or transaction with the Club, unless:

1. The material facts regarding that Officer, Director or Member's financial interest in such contract or transaction is fully disclosed in good faith and noted in the minutes, or are known to all members of the Board prior to the Board's consideration of such contract or transaction;
2. Such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose;
3. Before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Club cannot obtain a more advantageous arrangement with reasonable efforts under the circumstances;
4. The Club for its own benefit enters into the transaction, which is fair and reasonable to the Club at the time the transaction is entered into.

C. INSURANCE: The Corporation shall carry public liability and medical payments insurance and any other forms in amounts considered necessary by the Board of Directors.

D. PERMANENT COMMITTEES:

1. The permanent committees shall be established:

- i. Membership
- ii. Grounds
- iii. Pool Operations
- iv. Maintenance and Planning
- v. CAAPSC
- vi. Budget and Finance
- vii. Tennis
- viii. Swimming
- ix. Social
- x. Bylaws
- xi. Insurance Review
- xii. Communications

In the case of a member holding more than one officer position, chair or co-chair of a committee, the member shall have only one vote at all meetings of the Club and of the Board of Directors.

2. The respective chairs or co-chairs, all of whom must be Family Members or Silver Key Members and members of these committees shall be appointed by the President who will outline

their work with the advice and consent of the Board of Directors. The president will use his or her best efforts to ensure that at all times, the Maintenance and Planning Committee shall have at least five members (including the President and Treasurer as ex officio members), and at least one of whom shall be a Gold Key member.

E. TEMPORARY COMMITTEES: The Board of Directors shall have authority to appoint any temporary committee considered necessary. It shall, however, appoint a Nominations Committee at least one month prior to the Annual Meeting to present a slate of officers for the coming year. The President shall appoint, at least two weeks prior to the Annual Meeting, an Auditing Committee of two members to audit the books of the Treasurer to report its audit at the Annual Meeting.

ARTICLE IV

F. CLUB MEETINGS:

1. For the purpose of transacting business that shall be binding upon the Club, a quorum will consist of ten (10) Family Memberships in attendance at any general Club meeting. One spouse may represent a Family Membership for quorum purposes, though each spouse present shall have one vote on any matter presented to the membership.

2. The Annual Meeting shall be held in November or as soon thereafter as possible.

3. Regular quarterly Club meetings shall be held in February, May and August or otherwise as may be determined by the Board of Directors.

ARTICLE V

G. RULES: Rules regulating use of the Club property shall be made by the Board of Directors. These rules shall be e-mailed to each Family Member and shall also be posted on the website.

ARTICLE VI

A. AMENDMENT OF BYLAWS: The Club Bylaws may be amended by a two-thirds vote of the Family Membership present and voting at any meeting called for such purpose provided at least two weeks' written and/or electronic notice is given in which the amendments(s) is (are) set forth verbatim. Presence at a meeting includes actual, physical presence at the meeting. If the President of OHC determines that it is unsafe for a sufficient number of members to congregate and meet in person due to public health concerns, then presence at a meeting can include a virtual presence such as, but not limited to, telephonic presence or video conferencing presence. The board will determine prior to the meeting what will constitute virtual presence. The notice for a bylaw amendment must contain: the proposed amendment; the current bylaw; and the bylaw as it will read if the amendment is adopted. The notice shall also include the proposers' names and their rationale for offering the amendment. It may also include whether the ByLaws Committee and/or Board of Directors endorses or opposes the amendment. Any question as to the proper interpretation of any of the provisions of these by-laws shall be determined by the Board of Directors, and all points of order not covered by the bylaws shall be ruled upon according to Robert's Rules of Order.

B. VOTING: Voting at a meeting shall consist of in person voting unless the President of OHC determines that it is unsafe for members to congregate and meet in person due to public health concerns. If such a determination is made, then voting can occur through a telephonic conference or a video conference.

ARTICLE VII

A. DUES AND FEES: The Club year shall be the calendar year ending December 31st. The Club Family Membership and Silver Key Membership shall establish the Family Membership and the Silver Key Membership annual dues and the initiation fee for new Family members at the February quarterly meeting, after considering the budget recommendations of the Board of Directors, which will have received the advice of the Budget and Finance Committee and the Maintenance Planning Committee. The per capita amount of any capital expenditure proposed from dues will be shown in the budget so that it may be considered in establishing the initiation fee. The dues or initiation fee may be changed at any Club meeting, if necessary, upon recommendation of the Board of Directors provided at least two weeks written notice is given the membership. The Social Membership dues will be 10 percent (10%) of the Family Membership dues established at the February quarterly meeting.

B. Members joining before June 1 of a given calendar year will pay the full year's dues. A member joining after June 1 and before October 1 will pay a portion of the year's dues computed on the basis of whatever fraction of the 4 month's period from June 1 to October 1 remains for use of the facilities. Members joining after October 1 will not be charged dues for the balance of that year. Dues are due and payable 30 days from the invoice date. Failure to pay the entire bill by the due date will result in the assessment of an automatic 18% penalty. Failure to pay the entire balance including late fees by 60 days of the invoice date will result in termination of membership.

C. A capital investment to be known as a "Club Share" may be made by each Family Membership. Additions to the Club Share for major capital improvements may be authorized by a two-thirds vote of the Family Members at any meeting, provided at least two weeks written notice is given to the membership, including the amount recommended by the Board of Directors. Such addition shall be payable upon the date voted by the membership and the value of the Club Share shall be increased accordingly. This new value will be entered in the minutes of that membership meeting and in the financial records of the Club, and will represent the redemption value of the Club Share for all Family Memberships of record on that date, regardless of the amount shown on the last certificates issued to each membership. A new member may pay a Club Share equal to the original share plus any subsequent additions voted to the date of joining. Upon termination of a family membership, the individual's current Club Share may be refunded by the Club at such time thereafter as all Club shares are paid by the succeeding new members. The refund will be based on the order of written request and post-marked date received. The Club maintains the right not to return a Club share, when requested, if it does not have 150 Shares and/or is not in the best financial interest of the overall Membership at that time (Revised 3/16/2015).

D. A former Club member who is re-admitted to membership shall pay the current Club Share.

E. Any member whose initiation fee, Club Share dues or workday fees are in arrears more than 60 days past the due date may be forfeited and the member will cease to be a member in good standing and their membership terminated. A letter to this effect shall be sent to the member advising that all Club privileges are removed (Revised 3/16/2015).

F. Effective January 1, 1971, a courtesy suspension of one year's dues shall be accorded a member who becomes a widow or widower. After a year the member will again pay full dues.

G. The Maintenance Planning Committee shall: establish and maintain records of the Club's major equipment and facilities; prepare estimates of the probable costs and date of overhauls or replacements; determine the requirements for proper preventative maintenance; provide the Budget and Finance Committee and the Board a written estimate of the amount required for future repairs or replacements to be included in each year's budget; advise the Board on the administration, investment and expenditure of funds from the Repair and Replacement Reserve; and report on its findings to the Club Membership at the Annual Meeting and other meetings as appropriate.

H. The Club shall maintain a Repair and Replacement Reserve solely for the purpose of providing funds for the major repairs to, or replacements of, Club facilities or equipment. The Maintenance and Planning Committee, together with the Board, shall ensure that funds donated by members are deposited in the Repair and Replacement Reserve and used only for the purpose stated in this section.

I. To ensure the long-term financial integrity of the Club, each club member who becomes a Gold Key Member after the 2005 season will donate to the Club all the rights to refund of their Club Share under section C of this Article. A Gold Key Member before the 2006 season will also donate their Club Share to the Club or can submit a written request to the Club Treasurer by June 1, 2006 to retain their eligibility to receive the refund of their Club Share at the time of their resignation from the Club.

J. All families must complete 4 hours of work day obligation. Failure to fulfill this workday obligation will result in the assessment of a \$150.00 penalty. Work day hours must be completed by a person 15 years of age or older.

K. The Club President shall have his/her membership dues waived during their term in office as President.

Rules and Regulations

The following rules have been established with the intent of making the Club facilities as pleasant and convenient as possible for all Club members and consistent with safety, health, and insurance interests. Full cooperation in observance and enforcement of these rules is earnestly requested.

1. Pool Use

- a) Parents (or a baby-sitter at least 15 years in age who shall at any time be acting in their place) shall be responsible for their children regarding both safety and conduct at the pool. Children twelve and under must be directly supervised by an adult family member or a baby-sitter who is at least 15 years of age. The presence of a lifeguard in no way relieves parents of this responsibility.
- b) A child who is a proficient swimmer (determined by the head guard or club director) and is 12 years of age or older may be left unattended at the pool. Otherwise a child must be accompanied by a family member or baby-sitter, either of whom must be at least 15 years of age.
- c) Pool hours during which lifeguards will be on duty will be established by the Pool Chairman, approved by the Board of Directors and will be the subject of a notice to all member before opening day. The pool hours will also be posted at the pool.
- d) Specified areas of the pool may be reserved for Club activities during certain hours of the week.
- e) The pool may be closed for maintenance operations, weather or health conditions, or for any other reason deemed sufficient by the Club director. In such cases, advance notice will be given to the Pool Chairman.
- f) Pool lights must be lit when using the pool after sundown.
- g) Night swimming during pool sitting hours is open to adults (18 years or older) and minors accompanied by a responsible adult. Note that the pool is not life guarded during pool sitting hours.
- h) It is the responsibility of parents to be sure children are aware of all rules.
- i) It is the responsibility of the Families assigned to pool sitting to find substitutes from the Membership if they are unable to fulfill their pool sitting obligations.
- j) Pool sitting obligations are of the responsibility of an adult family member. In an emergency situation, a family member 19 years of age or older may pool sit.
- k) The only flotation devices allowed in the pool are Coast Guard approved puddle jumpers and Coast Guard approved life jackets. An adult or family member (e.g., brother, sister, cousin) over the age of 13 must be in the water and within arm's reach of children wearing such flotation devices. A baby-sitter must at least be 15 years of age for cases of children at the pool without an adult present. There can be no greater than a 2:1 ratio of child to parent using puddle jumpers or Coast Guard approved life jackets at any time. No flotation devices are allowed past the 5 feet mark or on the slide.
- l) No food on the pool apron.
- m) Slide Rules

1.1 Water supply must be on before using slide

- 1.2 Slide feet first. Do not lie down on the slide or slide headfirst.
- 1.3 Only one person is allowed on the slide at a time.
- 1.4 Do not climb the ladder until the person ahead of you is in the water.
- 1.5 No standing on the slide.
- 1.6 No jumping off the slide.
- 1.7 No climbing up the slide.
- 1.8 Watch out below; don't slide with people in the landing area.
- 1.9 No equipment on the slide, i.e. ball, flippers, masks.
- 1.10 Children five and under must be directly supervised by an adult.
- 1.11 No flotation devices of any kind are allowed on the slide (e.g., puddle jumpers or life jackets).

n) Use of any fireworks on club premises is prohibited.

o) Each family on swim team must contribute a minimum number of hours to be determined by the Swim Chair based upon the needs of the swim season.

p) No child over the age of 6 is allowed to swim in the baby pool.

2. Management

a) The Club Director is in charge of the operation, maintenance, and active use of the Club facilities. He and his assistants are authorized to enforce all the rules pertaining to the pool, tennis courts and club grounds. He or, in his absence, the designated next-in-charge may forbid the use of the facilities to, or may eject from the Club premises, any person who flagrantly jeopardizes the safety or comfort of members or guests. Notice of such action will be sent to the Club President.

3. Rules of Conduct

a) It is the responsibility of members to inform guests of the rules and regulations regarding the pool, tennis courts and grounds.

b) All guests must be registered properly upon arriving at the Club facilities and introduced to a staff member on duty. If youngsters are among the guests, their swimming abilities are to be brought to the attention of the lifeguard.

c) Picnic tables have been provided at eating areas. Eating or drinking of beverages will not be allowed on the pool apron. Tables should be cleared and area cleaned following any picnics. Garbage should be deposited only in cans so marked.

d) Containers for smoking materials are provided. If you smoke, please make positive use of them.

- e) Members and their guests will exercise caution in use of the parking area. Park so as to gain maximum use of the area. Watch for children when entering and leaving. Maximum speed on Club premises is 10MPH. All vehicles (including, but not limited to, bicycles, scooter, mechanized toys) must be parked in the parking lot.
- f) No kegs are allowed on the premises at any time. That included both family and Club functions.
- g) Any food or kitchen supplies that are stored in the kitchen and/or in the refrigerator/freezer are not for public consumption or use –these items are stored temporarily for Club sanctioned events.
- h) The bathrooms located at the Pavilion are for adult use only (children should use the restrooms located upstairs - to the right of the guard building).
- i) To reduce the risk of injury, the stream adjacent to the tennis courts and the guard deck are off limits at all times.
- j) There are only certain designated grilling areas.

4. Club Guests

NOTE: The term adult member in items 4a through 4g below refers to a voting member in the family.

- a) Parties must be arranged for in advance with the Club Director. For parties with 20 people or more (and never to exceed 75), a \$50.00 nonrefundable payment will be required at the time of reservation. The member shall be responsible for the conduct of the guests and responsible for all clean up following the conclusion of the party. The member shall be charged for all damage to property caused by themselves or guests. If the services of the Club are required to clean up following the party, the member will be charged the hourly wage for these services. Private parties may last a maximum of 4 hours. There is no limit for OHC sponsored events. All parties must end when the pool closes. Parties shall not use the tennis facilities for any non-tennis activity. All children and teenage parties must be properly chaperoned by a responsible adult who is a club member. Local guest rules may be suspended for pre-arranged parties.
- b) A member family may invite local guests two times during a given week, excluding holidays and under the following provision:
- c) Beginning on the day following Memorial Day and ending on the day before the official Club closing for the season, local guests may be invited weekdays (Monday through Friday) between the hours of 12:00 p.m. and 9:00 p.m.
- d) On weekends, local guests may be invited between the hours of 10:00 a.m. and 5:00 p.m. These local guests may remain beyond 5:00 p.m. to attend a pool picnic supper of an adult.
- e) In a given week, no local individual may be a Club guest more than once.

f) Within the limitations mentioned above, youngsters 12 years of age and younger may have local guest(s) at the Club only if accompanied at all times by an adult member of the inviting family. Teens and younger may have local guest(s) on weekends after 5:00 p.m. to attend a Club picnic supper when an adult member of the inviting family is present.

g) Within the limitations mentioned above, teenagers (13 years of age and older) may have local guest without being accompanied by an adult member, providing both are proficient swimmers (determined by the head guard or club director).

h) A bona fide house guest, even though a local resident, may be admitted at any time with the approval of the Club Director and/or the President. House guest arrangements must be made only by adult members.

i) Out-of-town guests are welcome at any time when accompanied by a member and under the following stipulations:

j) Any out-of-town guest 12 years or younger must be accompanied by an adult of the inviting family.

k) Any out-of-town guest 13 years or older may be accompanied by any member of the inviting family.

l) Adult members' children, who are no longer living at home, social member and former members are granted the same privileges and are subject to the same stipulations as out-of-town guests.

m) At the discretion of the Board of Directors, Limited Trial Memberships may be offered to persons/families on the existing wait list. The number of available Limited Trial Memberships, if any, shall be set by the Board of Directors on a yearly basis, in consultation with the Pool Director. A non-refundable \$150.00 fee is required in advance. The limited trial membership shall begin August 1 until the end of the season. Limited trial members may not have a guest or host a party. The "local guest" rules have been liberalized to make the Club more usable to members and to spread out pool and tennis loading conditions. Good judgment is the criteria to use for adhering to the guest rules and for using the pool and tennis courts. Your cooperation is requested.

5. Health and Safety

a) Because of State Department of Health requirements, it is requested that everyone shower with soap and water before entering the pool. Tennis players are particularly requested to remember this rule following tennis play. Excessive use of the showers is prohibited.

b) All persons using the pool must wear a bathing suit. Substitutes such as Bermuda shorts and cut-off "jeans", etc. are not permitted.

- c) Admission to the pool may be refused to any one with colds, coughs, inflamed eyes, skin infections, persons wearing bandages, or to anyone whose physical condition can affect the health of others.
- d) No other person than lifeguards on duty are allowed in the lifeguard chairs.
- e) Conversations with lifeguards on duty are restricted to official business.
- f) The use of tubes, goggles, snorkels, fins, etc. in the pool may be restricted at any time at the discretion of the lifeguard.
- g) Admission to the deep end of the pool may be denied any individual whose swimming ability has not been demonstrated to the satisfaction of the lifeguard.
- h) At the discretion of the lifeguard, rest periods may be required of any individual or group of swimmers at any time of the day.
- i) Running, pushing, wrestling, ball playing, etc. will not be permitted in the vicinity of the pool apron or in the pool. Water games will be permitted at the discretion of the lifeguard.
- j) No glass of any kind, with the exception of eyeglasses, will be allowed on the pool apron or in the pool.
- k) Pets are not allowed on the Club grounds.
- l) Use of the wading pool will be limited to non-swimmers only. The wading pool is not guarded by the pool staff. A parent (or responsible adult) of non-swimmers using the wading pool is required to be in continual supervision of the children using the facility.
- m) Positively no swimming alone, by anyone.

6. Tennis Court Use

- a) All players must wear suitable attire including shirts and sneakers at all times.
- b) Courts are to be used for tennis only, and only persons actually playing are permitted inside the enclosure.
- c) Breakable containers and chairs are not permitted inside the enclosure.
- d) Courtesy to the players on the adjoining court is requested. Players must not retrieve a ball from another court while a ball is in play on that court. Players should not cross behind a court unless invited to do so.
- e) The har-tru tennis courts shall be available for play as long as weather conditions permit. To prevent costly damage to the courts, the courts must be closed during wet periods. Players are asked to exercise good judgment concerning the condition of the courts.

- f) Children under 8 years of age may not use the courts without adult supervision. (The adult need not be on the court but should ensure that the rules are complied with and that the court is properly swept.)
- g) Courts are to be used for tennis only and only persons actually playing are permitted inside the enclosure. The maximum number of players allowed on any one court shall be 4 unless a lesson is being conducted by the tennis pro.
- h) Players should close the gate during play and at the conclusion of play when leaving the courts.
- i) Players should access their playing court from the doorway nearest their playing court.
- j) Players using har-tru courts must sweep the court's surface and lines at the conclusion of play and prior to the start of the next reserved court time.
- k) In the interest of economy and ecology, each member is responsible for turning out the lights at the end of use.
- l) Use of the courts prior to or after the Official season shall be through the approval of the President or Tennis Chairman or Club Director who will supply a key so that members may play.

7. Reservations

- a) Reservations can be made by signing the schedule on the tennis bulletin board posted on the back of the Pavilion. Singles play is limited to one hour and doubles play is limited to one and one half hours. The names of all players and their status as members or guests should be noted. After Opening Day, the schedule shall be posted five days in advance. Lessons may be scheduled a week in advance.
- b) Adults (over 18 years old) shall have preference during Prime Time (from 5:00 p.m. to closing weekdays) and on all hours on the weekends and holidays. Children may play during Prime Time if playing with an adult. Players are limited to two reservations during Prime Time per week. If players are more than 15 minutes late for their reserved time the reservation is forfeited.”