



Thornhill Recreation Facility Regulations

The Thornhill Community Association, Inc.'s recreational facilities include the swimming pool and pool house, the picnic pavilion, the playground, tennis courts and basketball court. These facilities are provided for the enjoyment of Thornhill Members, their guests, and other authorized residents (defined as lessees of a lot in Thornhill who have a lease or rental agreement on file with the Association's management company).

Please read and familiarize yourself with these regulations to help ensure that Thornhill's recreation facilities remain as accessible, safe, friendly, and well-maintained as possible.

With regards,

Board of Directors

Thornhill Community Association, Inc.

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Registration Policies and Procedures and Procedures

1. Thornhill Members and residents are eligible to use the Thornhill recreation facilities.
2. Thornhill recreation pool tags will be issued to every Thornhill household upon request. One tennis court key will be issued to every Thornhill household upon request.
3. Replacement pool tags and tennis keys may be obtained at a cost of \$5.00 each by contacting the management company at managementco@thornhillinc.net.

Swimming Pool Polices and Procedures

4. **The pool staff is authorized to enforce all pool and pool area rules and may, in its absolute and sole discretion, require any person to leave the pool area at any time (this includes residents and/or their guests)e. In the event you are asked to leave the pool by the staff and you fail to comply, the staff is authorized to call the Charlotte-Mecklenburg Police Department who will remove you. Your removal may result in a citation for trespassing. Please note also that three expulsions may result in a 30-day suspension of pool privileges.**
5. All persons entering the pool or pool area do so at their own risk. No one is permitted in the pool area when the pool is closed.
6. Each resident will show a current Thornhill pool tag and sign in upon arrival.
7. Residents and guests shall sign in individually.
8. Thornhill Residents shall accompany their guests to the pool and bring their current pool tag. Out-of-county guests may use the facilities as guests without charge. Local guests must pay a \$2 guest fee for each day's use of the pool.
9. Residents planning to bring 10 or more guests to the pool at one time are asked to contact the Aquatics Director or Pool Manager (pool@thornhillinc.net) to make advance arrangements, including possible scheduling of additional lifeguards.
10. The pool phone number is (704) 542-9464 and is available in season for local calls of a minute or less.
11. Non-swimmers will not be permitted in the pool alone.



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12. This is a community pool. Those diving, running, “chicken-fighting,” engaging in horseplay, boisterous conduct, using foul language or involved in any other conduct that the staff consider to be dangerous or injurious to the enjoyment of other pool patrons may be asked to leave.
13. The baby pool is limited to children under 43” tall and ONLY under adult supervision.
14. Children 9 years and under must be accompanied by a parent or designated responsible party over age 12 to enter the pool area.
15. Responsible swimmers ages 10 –11 may use the pool without being accompanied by a designated responsible party over age 12 if the pool staff determines that they can swim. Swimming competency shall be at the sole discretion of the pool staff.
16. Please assist small children in using the toilet facilities in the pool house before entering the pool. Children who are not toilet-trained must wear snug fitting rubber swim pants while in the pool. To comply with health codes, swim diapers alone are not acceptable.
17. Everyone must wear a swimsuit and shower before entering the pool. No one will be allowed in the pool wearing street clothes or cutoffs.
18. Lifelines, buoys, and ropes are for pool safety – please do not hang on them. Pool furniture may not be removed from the pool area, or placed in the pool. Resident and guests may be charged for damaged property.
19. The pool is reserved for a 10-minute “Adult Swim” every hour. Everyone under 18 years old must clear the pool. Lifeguards are not on duty for adult swim – swim at your own risk during this period.
20. You may use kickboards, floats and other inflated devices only if the lifeguard says you may. Please leave inflatable boats, giant toys, water guns and rigid balls at home.
21. If you have open wounds, skin abrasions, colds, coughs, inflamed eyes, infections or any other contagious condition, please do not use the pool. No bandages are allowed in the pool.
22. Absolutely no pets are allowed in the pool area.
23. You may enjoy beverages around the pool but please keep our pool clean by putting trash in receptacles as you leave. All food items must be consumed in the picnic facilities in the Pavilion. Make sure your containers are cans, paper or plastic – no glass is allowed in the pool or pool area. No gum is allowed at or in the pool.
24. There is no smoking allowed on the pool deck and during the hours that the pool is open there is no smoking allowed in the pavilion.
25. Both pools and all deck areas are required to be cleared whenever there is thunder or lightning. Pool staff will determine appropriate action in the event of equipment or chemical problems, and ascertain when to open/reopen the pool after a closure.
26. Swim Lessons are available through the Association. Please contact the Aquatics Director or Pool Manager at pool@thornhillnc.net for details.
27. Please report violations, or make comments or suggestions for improvement for the pool or pool area to the management company at managementco@thornhillnc.net or the Board at hoaboard@list.thornhillnc.net.

Rental of Thornhill Facilities



Thornhill Recreation Facility Regulations

Private events can be scheduled, reserved and hosted by Thornhill Members and residents only. Reservations are taken on a first come, first served basis. A Facilities Reservation and Indemnity Agreement is located in **Appendix A** to these Facilities Regulations. The Association reserves its right to grant or deny rental of Thornhill facilities. In scheduling, Association functions shall take priority over private events.

Subject to availability, non-profit civic, religious or service organizations may use the Pavilion facilities free of rental charges provided that a Member or resident is present during the event. Security deposit requirements will be observed. Non-Thornhill sponsored sports teams or other organizations are not covered under this rental waiver.

28. All Thornhill rules and regulations must be observed during private events. Party hosts accept full responsibility and liability for the safety and welfare of participants.
29. Events must be reserved and approved by the Aquatics Director (pool@thornhillinc.net) or Thornhill HOA Board designee at least one week in advance. Only one event can be scheduled at a reserved time and reservations are limited to the hours of 8 a.m. to midnight. **The sponsoring Member or resident must be present for the duration of the event..**
30. Reservations are considered confirmed when the following have happened:
 - a. Confirmation that the facilities are available with the Aquatics Director or Thornhill HOA Board designee
 - b. Completion of Facilities Reservation and Indemnity Agreement / Scheduling of lifeguards if pool is rented
 - c. Payment, in advance, of applicable rental fees and security deposits
31. Rental of the pool or pavilion does not confer exclusive guest rights to use the playground or tennis courts. Hosts should be courteous and ensure that their guests do not unduly prevent use of these facilities by Members and other residents.
32. The pool and/or pavilion may be rented for a maximum of 4 (four) hours to include event set-up and clean-up.
33. For every ten guests under the age of 22, an adult over the age of 22 must be present for pavilion and/or pool rental.

Pool Rental

34. During pool season, the pool and pool house are available for private events before and after regular operating hours.
35. Hosts reserving the pavilion for events of 10-25 people who also want non-exclusive pool access during pool operating hours must contact the pool management company to arrange for adequate lifeguard coverage (see Number 9 above). Pool guest fee policies will apply.
36. Members and residents are responsible for reserving lifeguards for private pool events. Lifeguards are scheduled directly with the pool management company after facility availability has been confirmed with the Aquatics Director or Thornhill HOA Board designee. A completed Facilities Reservation and Indemnity Agreement is also required as part of the reservation process.
37. Only pool staff may plug electrical devices in the pool area.

Pavilion Rental



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38. Pool house restrooms are accessible for parties and events during the pool season. Facility plumbing is turned off and winterized during off-season months. During pool season, the restrooms in the pool house may be made available by request before and after pool hours. For events during these hours, party hosts must sign the Facilities Reservation and Indemnity Agreement that pool use is strictly prohibited unless the host has reserved use of the pool and has hired lifeguards.
39. Members or residents may reserve a portion of the pavilion free of rental fees or deposit for events consisting of 25 or fewer attendees provided that they reserve the event and complete the Facilities Reservation and Indemnity Agreement. Members or residents planning such events should be aware that the absence of a rental fee means that use of the pavilion is not exclusive and that the host and guests should be courteous of Members, residents and their guests who may also be using the pavilion and pool facilities.
40. Events consisting of 25–50 attendees must follow reservation procedures and be accompanied by applicable rental fees and security deposits in advance. Events of this size will be prohibited from using the pool during pool operating hours.
41. Events consisting of 50–75 people must be scheduled primarily during hours that the pool is closed and follow reservation procedures and payment of applicable rental fees and security deposits. Events of this size will be prohibited from using the pool during pool operating hours.
42. Events with more than 75 people are prohibited during pool hours.
43. The use of amplified sound or music may be regulated by staff or Thornhill HOA Board designee in their sole and absolute discretion. In no event shall amplified sound occur after 11:00 p.m. If the staff or Thornhill HOA Board designee asks that the host stops or reduces the volume of amplified sound or music and the host does not comply, the event will be closed and participants asked to leave the premises.
44. After an event, the host(s) shall be responsible for cleanup. This includes collecting and disposing of garbage, sweeping or hosing the pavilion and pool deck if used, cleaning up the bathrooms, assuring that the pool gates are locked, turning off pavilion fans and lights, and locking the parking gate if the event ends after dark. Please see “Cleanup Checklist” in **Appendix B** for a full listing of requirements.

Facility Rental Pricing and Security Deposits

45. Pricing for rental of facilities and security deposit requirements are as follows:

	Number of Guests	Rental Fee	Security Deposit
Pavilion	1-25	Waived	Waived
	25-50	\$25	\$100
	50-75	\$50	\$200

46. When booking an event, Members or residents will submit two checks payable to Thornhill Community Association, Inc.; one for the appropriate rental fee and one for the amount of the security deposit.
47. Provided that these Facilities Regulations are followed and the renter completes the “Clean-up Checklist” found in **Appendix B**, the check submitted for the amount of the security deposit will be returned to the renter.
48. The Thornhill HOA Board acting alone or through its designee or the Aquatics Director reserves its right to amend the pricing or security deposit amounts set forth in the above table without amendment



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to these Facilities Regulations. In the event a modification is made any such changes will be disclosed to prospective renters at the time a reservation is made.

Forfeiture of Security Deposits

49. Security deposits may be forfeited if the terms and conditions of these Facilities Regulations or the terms and conditions of the Facilities Reservation and Indemnity Agreement are breached. The Thornhill HOA Board, its designee or the Aquatics Director shall determine, in their absolute and sole discretion, whether the renter has complied with the terms of the rental. Conditions that may cause forfeiture of security deposits and or termination of your event include, but are not limited to:

- Exceeding the number of attendees shown on the event Facilities Reservation and Indemnity Agreement
- Exceeding the rental time listed on the Facilities Reservation and Indemnity Agreement
- Allowing use of the pool without reserving lifeguards
- Allowing amplified sound or music to persist past 11:00 p.m.
- Allowing unlawful activity to take place on the Association's premises
- If police are called for a disturbance or noise complaint at your event
- Underage consumption of alcohol
- Any damage done to the Association's property
- Failure to comply with the clean-up checklist shown in **Appendix B**



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Pavilion & Play Area Policies, Rules and Regulations

50. The recreation area closes at dark and the parking gate is locked. Please be sure vehicles are removed or they may be towed at the owner's expense.
51. Skateboards, scooters, bicycles and roller blades may be used in the parking lot, but are prohibited at the pond, in the pavilion, on the picnic tables, tennis courts, and in the pool area.
52. The use of ramps, table jumping, curbs jumping, or any activity that may damage Association property or create a disturbance or safety issue is prohibited. Violations may be subject to fine or Specific Assessment against the Resident. ACC Guidelines for assessing fines will be used.
53. Our play equipment is designed for small children. If your size may damage the play set, we ask that you stay off the swings and slides.
54. Please use the trash receptacles located in the pavilion and the play area for your trash, and clean up tables after use.
55. The dumpster is for the use of the Association only. No dumping by residents or others is allowed.
56. The use of fireworks at the pavilion or in other Thornhill facilities or common areas is strictly prohibited.

Tennis Court Polices, Rules and Regulations

57. Courts are to be used for tennis only. Any other use, including bicycles, roller or inline skates, skateboards, hockey, scooters or carriages, may be subject to fine in accordance with the Association's Violations Policy and hearings procedures.
58. Tennis courts are for the exclusive use of Thornhill Residents and their guests.
59. Courts operate on a first come – first served basis. Members are on the honor system to give up the court after 45 minutes of play. If another group has waited for the allotted 45 minute period, please yield your court.
60. A Member's 45 minutes of play begins when that Member's play commences.
61. No street shoes or black soles permitted. Tennis shoes only. Shirts and proper attire must be worn at all times.
62. No pets, food, alcoholic beverages or glass containers are allowed on the courts at any time.
63. Keep our courts clean and remove your trash and personal articles after play. Close and lock the gate after use.
64. Play at your own risk. The Association is not responsible for injuries.
65. Guests will be permitted on tennis courts provided that they are accompanied by a Thornhill Resident. Thornhill Residents may extend tennis privileges to no more than three (3) guests at any one time on a single court.
66. Between Memorial Day and Labor Day, all junior players must, on request, surrender their court to adults after 4pm on weekdays, and all day on weekends and holidays.
67. Mixed adult–youth play is permitted at all times.
68. No more than four players per court are permitted.



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69. All tennis rules, regulations and courtesies shall be observed. Loud, violent, or obscene language and disorderly conduct are prohibited.
70. The Association has the right to revoke tennis or other facilities privileges for failure to comply with any of the enclosed rules and regulations in accordance with the Association's Violations Policy and hearings procedures.
71. Please report violations or make comments and suggestions for improvement of the tennis courts to the management company at managementco@thornhillinc.net or to the Board at hoaboard@list.thornhillinc.net

Swim Team

The Association supports the Thornhill Tornados Swim Team and grants use of the pool for practices, time trials, meets, and other events or uses as necessary to run the team. The team's schedule of practices, meets or other events will not unduly interfere with the ability of community members to enjoy the pool or pavilion.

The swim team manages its business affairs independently of the Association and is bound by its own rules of governance. The team adheres to rules established by its league relating to its membership and other matters that are outside of the interest and control of the Association.



Appendix A: Facilities Reservation and Indemnity Agreement

Reservation Details

Host Name:		Requested Date:	
		Number of Guests:	
		Start Time:	
Host Home Telephone:		End Time:	
Host Mobile Telephone:		Pavilion Rental (Yes/No):	
Host email:		Pool Rental (Yes/No):	
Host Address:		Music (DJ / Band / Other):	
Type of Function:			

	No. of Guests	Rental Fee	Check Enclosed Rental	Security Deposit	Check Enclosed Security Deposit
Pavilion	1-25	Waived	Not Applicable	Waived	Not Applicable
	25-50	\$25		\$100	
	50-75	\$50		\$200	
(Enter amount in appropriate blank grid square. Please note that you must submit 2 checks: One for the rental and one for the deposit)			Total:		Total:

Rental Pricing and Deposits

Indemnity and Agreement

I (we), the undersigned Member(s) or residents, have contracted for the private use of property and facilities belonging to Thornhill Community Association, Inc. (the "Association") and represent and warrant that I (we) acknowledge that the Association and its directors and officers, being responsible and safety-conscious, have adopted rules regarding rental of Thornhill facilities involving fees, alcohol, cleanup, damage, and the appropriate number of lifeguards required to be on duty during all parties and private use of the swimming pool.

I (we) further represent, warrant and agree that:

Initial	Agreement
	<ul style="list-style-type: none"> I (we) certify that I have read and that I understand and agree to be bound by the Thornhill Recreation Facility Regulations
	<ul style="list-style-type: none"> I (we) agree to hold Thornhill Community Association, Inc., its officers, directors, members, agents, volunteers, employees and contractors free and harmless from any loss, damage, cost or expense and do hereby release and indemnify the aforesaid from any and all claims, demands, rights and causes of action of whatever kind or nature arising from and by reason of, personal injuries, damages to personal property, and the consequences thereof, resulting from my (our) participation in the rental agreement described herein. I (we) personally accept full responsibility and any and all liability for the safety and welfare of all parties in attendance and in so doing, hereby release and indemnify Thornhill Community Association, Inc. from any and all responsibility and liability resulting therefrom
	<ul style="list-style-type: none"> I (we) agree to pay the pool service provider any fees due for additional staffing and to pay Thornhill Community Association, Inc. for facility rental, security deposit and any guest fees for pool use
	<ul style="list-style-type: none"> I (we) agree that bathroom access during an after-hours pavilion rental does not allow access to the pool unless I have contracted for pool rental and have secured lifeguard staffing from the pool management company that is consistent with their policies
	<ul style="list-style-type: none"> I (we) agree to compensate Thornhill Community Association, Inc. for any and all damage or loss caused to any Thornhill property, facility or common area. I understand that reimbursement for damages will be in addition to any monies held on deposit
	<ul style="list-style-type: none"> I (we) agree to comply with the clean-up tasks shown in Appendix B, Clean-up Checklist to these Recreation Facility Regulations



_____ on this _____ day of 20 _____
Signature of Host / Renter



Appendix B: Clean-up Checklist

The Association does not provide a cleaning service after each event and several events may be booked back-to-back. Therefore, it is necessary for you to leave the facilities clean, or you will be responsible for the cost of the additional cleanup via forfeiture of your deposit. Your reservation fee pays for the management coordination services, the follow-up inspection and periodic cleaning and supplies in addition to your use of the facilities.

Complete	Task
	Bathrooms clean. No trash or water on the floor.
	Sinks clean
	No food or drinks left behind
	Tables left clean and all furniture in its place
	Decks and floors clean and hosed.
	Surrounding grounds in order, personal items removed.
	Inspect general overall condition of facility
	Trash cans emptied, liners replaced and garbage put in the dumpster
	Lights and fans turned off
	Gates locked
	Keys returned

Comments:

Date Inspected: _



Signature

Aquatics Director, Management Company Agent or Thornhill HOA designee