

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**POLICY RESOLUTION NO. 2010-01 (AMENDED)**

**CAMERON CLUB OPERATING RULES & PROCEDURES**

Supersedes all prior Cameron Club Rules & Procedure and Personal Trainer Policy Resolutions

WHEREAS Article III, Section 3.8(a) of the Declaration of Covenants, Conditions, and Restrictions (“the Declaration”) of the Cameron Station Community Association, Inc. (“the Association”) as recorded in the Land Records of the Circuit Court for the City of Alexandria at Deed Book 1630 at Page 0401, *et seq.*, as amended, provides that every member of the Association shall have a right and easement of enjoyments in and to the Common Area for their reasonably intended purposes, subject to any rules and regulations or policies which may be established by the Board of Directors (“the Board”); and

WHEREAS Article III, Section 3.4 of the Amended Bylaws (“the Bylaws”) provides that the Board shall have the power to adopt and publish rules and regulations governing the use of the Common Areas and facilities of the members and their guests thereon:

NOW, THEREFORE, BE IT RESOLVED that the Board duly adopts the following Cameron Club Operating rules and procedures.

The Cameron Club is the social hub of our community and as such, is challenged to meet or exceed the highest standards of excellence. All aspects of the facility’s operations are designed to foster community involvement and to the maximum extent possible meet the needs of Cameron Station Community Association, Inc. (CSCA) members.

As the centerpiece facility within Cameron Station, its capabilities and operations are intended to serve as a compelling selling point and major property value multiplier for current and future property owners.

The Cameron Club provides its members the following facilities:

- A community center offering a reception area, a great room with catering kitchen for events, a lounge, one meeting room, and CSCA staff offices and storage rooms.
- A Fitness Center offering a fitness room, a multi-purpose gym, locker rooms, staff office, and reception/sitting area.
- An outdoor swimming pool with children’s wading pool, deck and loungers, tables and chairs.

The Association also provides shuttle bus service to and from the Metro station, Monday through Friday (excluding Federal holidays) during prime rush hour times.

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## I. ELIGIBILITY FOR USE

All residents (resident owners, members of households living in Cameron Station, designated tenants and non-resident owners who have retained their right to use of the Cameron Station facilities) in good standing are entitled to use the facilities of the Cameron Club. Non-resident owners who have delegated the right to use the Cameron Club and its facilities to their tenant must provide the CSCA with a written authorization and listing of tenants. Tenants must provide a current lease, utility or telephone bill, or driver's license as proof of residence.

The Board of Directors of the Cameron Station Community Association, Inc. reserves the right to suspend use of the Cameron Club and its facilities as detailed below:

For **tenants** (defined as any non-owner resident assigned the right to use the Cameron Club and its facilities by their landlord owner):

- o If non-resident owners are delinquent in the payment of any assessments by more than 60 days and/or have outstanding violations of CSCA governing documents.
- o If tenants have outstanding violations of CSCA governing documents.

For **owners**:

- o If owners are delinquent in the payment of any assessments by more than 60 days and/or have outstanding violations of CSCA governing documents.

For a **resident** of an owner-occupied home:

- o If owners are delinquent in the payment of any assessments by more than 60 days.
- o If the resident or owner has an outstanding violation of CSCA governing documents.

In such cases, as provided in Article IV, Section 4.5(iii) and (iv) of the Declaration, the Board reserves the right to suspend the owners' and tenants' right to use the Cameron Club and its facilities if the owner is delinquent 60 days or more in his/her assessment payments and/or for any period during which the owner and/or tenant is in violation of CSCA rules and regulations; however, the Board must afford the owner the rights of due process set forth in Article VIII, Section 8.1 (i) of the Declaration and Section 55-513 (b) of the Virginia Property Owners Act before it may suspend an owners' or tenants' right to use the Cameron Club and its facilities.

The CSCA Management staff will issue a Cameron Station facilities/photo ID card ("Facilities Pass" or "Pass") to CSCA Members, individuals residing in their home (including all children), and to tenants designated by non-resident owners when they register with the Association. The Cameron Station Facilities Passes are the property of the Association and are non-transferable; Passes may be revoked or suspended if used by a person other than the one to whom it is issued.

A Cameron Station Facilities Pass will be re-issued whenever ownership or residence changes occur (sale or new designated tenants) or in the case of children under five (5) years of age, each year.

CSCA will provide the first issuance of the Cameron Station Facilities Pass at no charge. Lost Passes will be replaced for a fee of \$5.00 per Pass. Non-functioning Passes will be replaced at no charge.

### **Guest Passes**

A one (1) day Guest Pass is available from the CSCA Management office at a charge of \$5.00. A 7-day Guest Pass is available for \$25.00. This Guest Pass will be valid for seven (7) days, and use is not required to be consecutive days. All Passes are non-refundable.

**Guests under the age of 16** must be accompanied by a Facilities Pass holder age 16 or older, subject to age requirements for Fitness Center, pool and gymnasium.

**Guests age 16 and older** may use the facility unaccompanied upon presentation of a valid guest Pass.

Each residence in the CSCA will receive sixteen (16) free Guest Passes each calendar year. These Passes will be single use Passes. Guest Passes will be marked with the year for use and may not be carried forward if unused.

All guests are required to abide by the Cameron Club Operating Rules and Procedures.

### **Nanny Passes**

Each residence in the CSCA may obtain one (1) Nanny Pass each calendar year. Nanny Passes will be marked with the year of use and are specific to individual residences. Residents wishing to obtain a Nanny Pass will be required to provide written authorization each calendar year with the names of any nanny or childcare provider that will escort Cameron Station Facilities Pass holders under the age of 16. Nanny Pass holders may not use the facilities without accompanying a Facilities Pass holder from the address listed on the Pass. Nanny Pass holders are not permitted to bring guests to the facility. All nannies/child care providers are required to abide by the Cameron Club Operating Rules and Procedures.

## **II. ACCESS**

Each Cameron Station member/designated tenant will be issued a Cameron Station Facilities Pass. This Pass will be linked to personal data (name/address/telephone numbers- home, office, fax), emergency contact names and telephone numbers, birth date (if under 16 years of age), and status of CSCA assessments and open violations maintained by the CSCA manager. Data collected will be used only for official/emergency purposes by CSCA or Fitness Center staff.

Each year, all Facilities Pass holders are required to obtain an annual decal which must be displayed on the back of the Facilities Pass. All Pass holders must complete the combined Pool and Fitness Center Use Agreement (Exhibit A) in order to receive the annual decal. A parent or legal guardian is required to complete and sign the Pool and Fitness Center Use Agreement for any Pass holder under the age of 18. Additionally, every person using a Guest or Nanny Pass must complete and sign the Pool and Fitness Center Use Agreement. All complete Pool and Fitness Center Use Agreements will be kept on file with the Association.

Only upon presentation of a valid Cameron Station Facilities Pass with the required annual decal for the then current year shall persons be entitled to enter and use the facilities. For emergency purposes, individuals must maintain the Facilities Pass with them while using the Fitness Center. Facilities Passes must be presented to the lifeguard on duty for admission to the pool and must be presented on request by any officer or agent of the Association at the Cameron Club. Additionally, Pass holders must present their Pass with annual decal to the shuttle bus drivers on each occasion that they use the shuttle bus service.

Cameron Station Facilities Pass holders who permit or assist the entry of unauthorized persons into the Cameron Club may be suspended from use of the entire Cameron Club and its facilities (including the shuttle bus service) after the Board provides the person with notice of the violation and an opportunity to request a hearing.

### **III. HOURS OF OPERATION**

#### **Cameron Club Community Center and Association Management Office:**

- Monday-Friday 9:00 a.m. – 5:00 p.m.
- Saturday 12:00 p.m. – 4:00 p.m.
- Closed Sunday and Federal Holidays

#### **Pools:**

The pool hours of operation will be determined by the Board of Directors and hours will be announced each year prior to the pool season. Pool hours will be publicized in the Community newsletters and posted on the Cameron Station website.

#### **Fitness Center and Multi-Purpose Court/Gymnasium:**

- Monday-Friday 5:00 a.m. – 11:00 p.m.
- Saturday-Sunday 7:00 a.m. – 8:00 p.m.
- Holiday hours will be posted at least one week in advance on Cameron Club bulletin boards and Cameron Station website.

### **IV. OCCUPANCY LIMITATIONS**

- Entire Community Center Facility – 500 persons
- The Victoria Hebert Great Room – 100 persons
- Paul Henderson Meeting Room (second floor) – 44 persons
- Fitness Center – 125 persons
- Multi-Purpose Gym – 30 persons
- Pools – 125 persons

### **V. GENERAL CLUB RULES**

The CSCA staff and lifeguards are authorized to enforce the terms of these rules. Any concerns regarding the rules and regulations shall be addressed to the CSCA manager, who will, by email, bring the issue to the attention of the Board of Directors.

Safety is of primary concern to the CSCA. All persons using the Club facility do so at their own risk and agree to abide by the rules for use of the facility. The CSCA, its Board of Directors, agents, and employees assume no liability for or stemming from any accidents or injuries incurred in connection with the use of any of the Club's facilities or for loss or damage to personal property. All Cameron Station residents are responsible for their actions and the actions of their guests.

No person may use the Fitness Center or pools unless the facility is officially open. Unauthorized persons entering these facilities when closed may be suspended from use of the entire Cameron Club and its facilities (including the shuttle bus); provided, however, that if such unauthorized person is a resident, the Board will first provide such person with notice of the violation and an opportunity to request a hearing. In addition, all unauthorized persons entering these facilities when closed may be prosecuted for trespassing.

No person under the influence of alcohol or drugs will be permitted in the Cameron Club at any time.

MP3 players, radios, CD players or similar devices may be used inside the Cameron Club and pool area as long as headphones are used and played at a volume that does not disturb others.

All refuse must be placed in containers provided for this purpose. Keeping the Club clean is everyone's responsibility.

Children age six (6) and younger may use the locker room designated for gender of either parent or primary caregiver. If the child in question is disabled then that child may be permitted to use their parent's or primary caregiver's locker room to the extent necessary to accommodate the child's disability.

Situations and issues not specifically covered by these rules and regulations will be referred to the CSCA Board of Directors.

### **Prohibited Activities**

- Alcohol sales are not permitted within the Cameron Club
- Consumption of alcohol is limited to authorized events approved by the Board of Directors. Persons under 21 years of age may not consume alcohol in the Cameron Club or on its grounds.
- Excessive noise is not permitted.
- The use of profanity or fighting is not permitted.
- Smoking is not permitted in the Cameron Club or on the pool deck.

### **VI. ENFORCEMENT OF RULES & CONDUCT VIOLATIONS**

Please be aware that the CSCA must protect the rights and privileges of all residents, and that inappropriate behavior will not be tolerated. All users are responsible for compliance with the rules and regulations established for the safe operations of all the Club's facilities. Owners and individual charged with a violation of the rules and/or regulations will be afforded due process

and have access to the already established hearing procedures and processes provided for in CSCA documents. The Association holds owners legally responsible for ensuring that the residents of their household, and their tenants, guests or invitees comply with the Association's Governing Documents and Rules and Regulations.

The CSCA Board of Directors has approved these rules. Their purpose is to ensure that everyone has a safe and enjoyable experience at the Cameron Club. Violations of the rules and regulations will be enforced as follows:

**First Violation** – The supervising staff member will bring the violation to the attention of the individual involved. If the person fails to modify his/her behavior, the individual will be asked to leave the Club immediately and will not be allowed to return until the next day. A written record of the violation will be made and forwarded to the CSCA manager as soon as possible. If the offending party is a guest, the guest will be asked to leave immediately. The offending individual will receive a written notice from the CSCA manager detailing the infraction and noting that additional violations will be subject to more substantial sanctions.

**Second Violation** – Upon a subsequent violation, the individual will again be asked to leave the Club immediately and will not be allowed to return until the next day. A second violation will result in more substantial sanctions after the CSCA provides the person with notice of the violation and an opportunity to request a hearing. The sanction for a second violation is a recommended three (3) day suspension from use of the Cameron Club. More substantial sanctions may be imposed by the CSCA Board of Directors.

**Third Violation** – Upon a third violation, the individual will again be asked to leave the Club immediately and will not be allowed to return until the next day. The Board will provide the person with notice of the violation and an opportunity to request a hearing. The sanction for a third violation is recommended to be at least a seven (7) day suspension from use of the Cameron Club.

The procedures outlined in this Resolution do not preclude the Association from exercising other enforcement procedures and remedies authorized by the Association's Governing Documents including the Enforcement and Due Process Resolution. More substantial sanctions may be imposed by the CSCA Board of Directors.

## **VII. POOLS**

### **Swimming Pool:**

The pool manager and pool management contractor are responsible for the safe and orderly operation of the pool. The pool manager and lifeguards have been provided with copies of the Cameron Station Pool Rules and have also been instructed in the rules of the pool, by the CSCA Management Staff. Any questions/concerns about the rules or enforcement must be addressed to the CSCA manager. If concerns are not resolved, issues should be addressed to the Board of Directors.

**Children under the age of 12** are not permitted in the swimming pool area unless accompanied by a Facilities Pass holder 18 years of age or older.

**Residents ages 12 – 15** may use the pool unaccompanied after they have passed a swim test administered by a Cameron Station lifeguard.

**Residents age 16 and older** may use the pool unaccompanied.

Cameron Station Facilities Pass holders may bring only four (4) guests per household to use the pool area at any one time.

Swim lessons are not permitted in the Cameron Club pools.

The pool will be cleared by the pool manager/lifeguard for a lap swim for the last 10 minutes of each hour. Children under 18 months of age shall be permitted into the pool with their parent or guardian during lap swimming.

Persons who have obvious infections (colds, lesions, open sores, inflamed eyes, nasal or ear discharge, communicable diseases, etc.) will not be allowed in the pool area. Sanitary habits are a responsibility of everyone, and anyone displaying improper behavior will be asked to leave the pool area by the pool manager. **The decision to refuse access of a person to the pool shall be in the sole and reasonable discretion of the pool manager, life guard, and/or CSCA manager.** The pool will be immediately closed upon the occurrence of any person vomiting, urinating, or defecating in or around the pool. The pool will remain closed until the incident is properly cleaned. The pool manager, lifeguard, and/or CSCA manager may require this pool user to leave the pool area and may deny access to the individual for a period of time until the pool/lifeguard supervisor is satisfied, in their sole and reasonable discretion, that the problem has been remedied.

All swimmers must first shower before initially entering the pool.

The pool may be closed at any time due to breakdown or operational problems, and/or at the discretion of the pool manager, CSCA manager, and/or the Club manager on duty. The pool and pool area will be closed during electrical storms and/or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder and/or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting.

### **General Pool Area Rules**

No person shall use the swimming and wading pools unless the pools are officially open. Unauthorized persons entering the swimming and wading pools when they are closed will risk prosecution for trespassing in addition to the suspension of privileges up to the legal maximum provided under Virginia law.

Parties are not permitted in the pool area.

Abusive, offensive, or profane language is prohibited.

Loud noise disturbance is prohibited.

Smoking is not permitted in the pool, pool deck or in locker rooms.

Breakable objects are not permitted in the pool or on the pool deck area.

Food and drink must be consumed at least 6 feet away from the pool water.

No gum is permitted in the pool or on the pool deck.

**Users must wear proper swimming attire in the pools. Persons whose swim attire causes a safety hazard will be asked to change attire or leave the pool area.** No cut-offs, dungarees or similar attire will be permitted in the pool.

Baby strollers must have operational brakes when parked on the pool deck.

No diving is allowed, except for sanctioned swim team practices or events.

Running, pushing, wrestling, excessive splashing, standing or sitting on shoulders or causing undue disturbance in/or around the pool area is prohibited.

Spitting of water or similar unhygienic actions is not allowed.

No hanging or sitting on the lane markers is permitted.

Items that may be potentially hazardous or annoying to another swimmer are not permitted (i.e. hard balls, water guns, etc.) This excludes floating devices used by parents to contain and keep infants safe in the water. Large rafts, oversized toys, or other floating objects used by children or adults over the age of 4 may not be permitted for use in the pool to be determined at the sole and reasonable discretion of the pool manager.

**All children three (3) years and younger or those not yet potty trained** must wear swimmer's diapers. Children will not be admitted without a swimmer's diaper, and the diaper must be worn at all times within the pool or pool area. Disposable diapers, cloth diapers or plastic/rubber pants are not substitutes and will not be permitted. If a child has a hygienic accident in the pool, the pool manager should be notified immediately. The CSCA staff will generate a report of this incident if the incident results in the pool closure.

All children using inflatable armbands, water wings, or any approved Coast Guard flotation device must be supervised one-on-one by an adult who is in the water and is within arm's length of the child. At the pool manager's discretion, certain flotation devices may not be permitted.

Except for official helper dogs (seeing-eye, etc.), no pets are allowed in or around the pool.

Tables on the deck area may not be reserved by placing towels and/or personal belongings on them. The use of privately owned chairs and tables is prohibited.

Persons under the influence of alcohol will not be allowed in the pools.

Loud noise causing disturbance of the reasonable peace and enjoyment of other persons using the pool will be determined in the reasonable and sole discretion of the pool manager.

### **Wading Pool:**

The pool staff does not supervise the wading pool; accordingly, the pool is to be used at the individual's own risk. CSCA is not responsible for any improper use or incidents that occur in or around the wading pool.

The wading pool is for **children who are six (6) years of age and under** and must always be supervised by a Facilities Pass holder 18 years of age or older, who remains alert on the pool deck in the vicinity of the wading pool.

The gate to the wading pool shall remain closed at all times.

All children must shower before entering the wading pool.

All safety rules that govern the swimming pool also apply to the wading pool.

## **VIII. FITNESS CENTER**

The Fitness Center manager and Fitness Center Management contractor have complete authority and responsibility for the safe and orderly operation of the Fitness Center. Safety is of primary concern to the CSCA. All persons using the Fitness Center do so at their own risk and agree to abide by the posted rules for use of the facility. The CSCA, its Board of Directors, agents, and employees assume no liability for or stemming from an individual's use of the facility, or any accident or injury incurred in connection with the use of the Fitness Center or for any loss or damage to personal property. Residents are responsible for the actions of their children and guests.

Fitness Center staff will offer to collect basic health information that any member/designated tenant may take to his/her own personal physician to discuss to help them in their own evaluation of how they should or should not use the Fitness Center, the fitness equipment, and/or the pool. All members/designated tenants, prior to receiving their Facilities Pass, must sign the Pool and Fitness Center Use Agreement acknowledging that use of the fitness facility is solely at their own discretion and responsibility.

**Residents under the age of 12** are not permitted in the Fitness Center.

**Residents between the ages of 12 and 15** are permitted in the Fitness Center, if accompanied by a Facilities Pass holder 18 years of age or older.

**Residents age 16 and older** may use the Fitness Center unaccompanied.

**Guests under the age of 18** must be accompanied by a Facilities Pass holder 18 years of age or older.

**Guests 18 years of age and older** may use the Fitness Center without a resident being present upon presentation of a valid guest pass.

Cameron Station Facilities Pass holders may bring only two (2) guests to use the Fitness Center at any one time.

Residents are entitled to bring a Personal Trainer to the Fitness Center for their own personal training services, provided the resident first complies with either of the two following requirements:

1. A resident's personal trainer must enter into an employment agreement with the company that is contracted by the Association to operate the Fitness Center; or

2. The resident must complete and submit to the HOA Management Office a Request for Authorization for Personal Trainer Form (Exhibit B) and a Personal Trainer Agreement (Exhibit C) completed and signed by his/her personal trainer. The resident must submit the signed Request to Use a Personal Trainer Form, all required insurance certifications, and the completed and signed Personal Trainer Agreement to the Association's Management Office (HOA Office) at 200 Cameron Station Boulevard, Alexandria, Virginia 22304. The Resident must agree to indemnify and hold harmless the Association against any liabilities, damages or causes of action arising out of their use of the Cameron Club while receiving personal training from their personal trainer.

Personal Trainers are prohibited from providing any services in the Cameron Club until all documentation is received and approved by Management, or in the alternative, a valid employment agreement with the company that is contracted by Association to operate the Fitness Center is received and approved by Management.

Personal Trainers are prohibited from advertising their services within the Cameron Club. A personal trainer, unless employed by the company that is contracted by the Association to operate the Fitness Center, is prohibited from providing personal training services to members of more than two individual families in the Cameron Club in any single month.

A Facilities Pass holder may not bring a guest acting in the capacity of a Personal Trainer into the Fitness Center.

Article VII, Section 7.7 of the Declaration for Cameron Station prohibits non-residential uses of the Association's common area by owners. Under this provision, a Cameron Station resident is prohibited from using Association common area for their own personal business purpose. Accordingly, Cameron Station residents are prohibited from providing personal trainer services in the Cameron Club facilities unless they enter into an employment agreement with the company contracted by the Association to operate the Fitness Center.

No person shall use the Fitness Center unless it is officially open. The Fitness Center will not open without on-duty staff present. Unauthorized persons entering the Fitness Center when closed may be suspended from use of the entire Cameron Club and its facilities for up to one year, after the Cameron Station Board of Directors provides the person with notice of the violation and an opportunity to request a hearing, and may be prosecuted for trespassing.

Persons under the influence of alcohol will not be allowed in the Fitness Center at any time.

Appropriate attire for the Fitness Center (shorts or warm-up suits, shirts or sports bra, tights or leotards) and appropriate athletic footwear must be worn. Bathing suits and bare feet are prohibited.

No food items will be brought into or consumed in the Fitness Center. Only beverages in non-breakable containers are permitted.

All refuse must be placed in containers provided for this purpose. Keeping the Fitness Center clean is everyone's responsibility.

MP3 players, radios and CD players are permitted in the Fitness Center if used with headphones and played at a volume that does not disturb others.

Talking on cellular phones is not permitted in the Fitness Center.

Loud grunts/screams are not allowed.

Weights will not be thrown or dropped.

Each user shall wipe off the equipment after each use with their towel.

All cardio equipment will have a 30-minute use time. Sign-up sheets will be maintained for each piece of equipment. Users must abide by the sign-up sheets and time limits when people are waiting. Cardio machines cannot be reserved by placing towels, keys, water bottles, etc. on the machine.

## **IX. GYMNASIUM**

***Children under the age of 12*** must be supervised by an adult 18 years of age or older.

**Guests under the age of 18** must be accompanied by a Facilities Pass holder 18 years of age or older.

Cameron Station Facilities Pass holders may bring only four (4) guests to use the gymnasium/multi-purpose court at any one time.

Only shoes that have non-scuffing soles are permitted.

Shirts and shoes must be worn at all times.

No gum, food or drink (except water in non-breakable container) is allowed.

Balls may be checked out at the reception desk by leaving a current Cameron Station Facilities Pass. The cost of a ball (not to exceed \$40.00) will be assessed to the resident who does not return a ball belonging to the fitness facility.

Any structured program scheduled for the gym has priority over "open" gym activity. The structured programs schedule is available at the fitness center information desk.

The Cameron Club staff reserves the right to close the gym for any additional hours necessary to accommodate all programs and activities, or any reasonable cause to be determined by the Management or the Board of Directors.

## **X. EVENTS/MEETING ROOMS**

The Victoria Hebert Great Room (without its catering facilities) and the Paul Henderson meeting room on the second floor may be reserved without fee by residents or staff to support CSCA sponsored or recognized events and activities, including classes held in conjunction with the Fitness Center. Residents reserving any room are responsible for ensuring that the room is returned to its original condition after use.

### **RESERVATIONS**

All reservations for the Cameron Club's event and meeting rooms (Victoria Hebert Great Room and Paul Henderson meeting room) shall be made through the CSCA management office. Once

a reservation is confirmed, CSCA staff will promptly post it on a 12-month calendar in the CSCA office.

Only residents/designated tenants 18 year of age or older and in good standing with the Association are eligible to reserve these rooms.

First priority for use will be given to the Board of Directors and CSCA Committees for regularly scheduled meetings and/or functions; otherwise, scheduling shall be on a first-come, first-served basis. Residents reserving a room must be in attendance for the duration of the reserved time.

At times which do not conflict or interfere with activities sponsored by the CSCA, the Cameron Club's event and meeting rooms may be reserved for private use by any CSCA resident for the use of that resident and his/her guests and invitees so long as the reserving resident is in good standing, and so long as the resident is in attendance for the full duration of the scheduled event. The resident is precluded from reserving the Center's event and meeting rooms on behalf of third party, non-residents.

Two weeks prior to the first of the year, Cameron Station members, tenants, and business tenants may contact the management office to make reservations for meeting rooms for the upcoming year. Any dates not reserved prior to the beginning of the calendar year shall be available on a first-come/first-served basis, provided the facility is open at such times and provided such reservation does not interfere with an Association sponsored use of the facility.

### **RENTAL INFORMATION**

The Club offers the Victoria Hebert Great Room and Paul Henderson meeting room for rent to residents for private events. The Victoria Hebert Great Room has:

- A catering kitchen (sink, refrigerator, oven, stove, microwave, icemaker and dishwasher)
- Square tables and wooden and folding chairs
- Men's and women's restrooms

Any other items needed must be provided by the renter from outside suppliers.

The Paul Henderson meeting room has only rectangular tables and wooden chairs.

The renter shall be legally responsible for the behavior of all guests, agents, employees, invitees and licensees on the premises of the Cameron Club during the period of the rental of any room and shall be responsible for the cost of repairs or damage, as well as for any violations that occur on the premises of the Cameron Club. The renter shall stay remain on the premises of the Cameron Club during the period of the rental of any room.

The renter is precluded from the transfer of any rental contract rights or responsibilities to any other individual or entity. Failure to abide by this provision shall provide the CSCA with the power to terminate the renter's contract and retain the sums paid in advance.

Renting of the meeting and event rooms requires completion and signature of the Cameron Club Room Rental Contract, as well as payment of associated fees as follows:

### **Victoria Hebert Great Room**

- \$300 security deposit, refundable if there is no damage done to the facility or its equipment.
- \$125 cleaning fee, non-refundable for cleaning of the facility after each use, unless waived by the CSCA manager upon inspection of the facility after use.
- \$50 rental charge per four-hour period or part thereof.

### **Paul Henderson Meeting Room**

- \$300 security deposit, refundable if there is no damage done to the facility or its equipment.
- \$125 cleaning fee, non-refundable for cleaning of the facility after each use, unless waived by the CSCA manager upon inspection of the facility after use.
- \$25 per four-hour period or part thereof.

***The Association reserves the right to retain a security service to provide security at any event to be held in the Cameron Club. If the Association chooses to retain a security service to perform security services at a rental event, the renter shall be responsible for paying all costs associated with retaining the security service, which costs must be paid prior to the event.***

The Victoria Hebert Great Room and Paul Henderson meeting room shall be formally reserved when the renter delivers to the CSCA Management staff a signed contract, along with full payment of the security deposit and all other fees described above, and has received a written confirmation and signed copy of the contract from the CSCA. All payments must be in the form of a personal check, certified check, or money order made payable to the CSCA. If and when the CSCA obtains the capability of receiving payments by credit card, renters may make payment by credit card.

The renter shall pay the CSCA twice the regular hourly rate for every hour, or portion thereof, for use beyond the time period specified in the signed contract, plus any other consequential damages, legal fees and other costs incurred by the CSCA, if the CSCA must enforce the renter's contract as a result of the renter's actions. The CSCA may deduct such sums from the security deposit or take any other appropriate course of action to enforce the contract and collect for any damages in excess of the security deposit.

If a renter wishes to cancel the contract, he/she must send written notice to CSCA Management staff at least one business day prior to the scheduled event. The refund shall be processed within ten 10 business days following the date of receipt of the notice of cancellation.

### **XI. DISCLAIMER OF LIABILITY**

All residents and guests using the Cameron Club facilities agree to abide by the Rules and Procedures for use of the facilities. Use of the facilities is at the user's risk and all persons using the facilities shall indemnify and hold harmless the Association and its officers, directors, agents, volunteers, contractors and members from any claims or causes of action arising out of the use of the Cameron Club facilities. The Association assumes no liability for injury or damage to person or property arising from the use of the facilities.

**XII. FORMS (Available at HOA Management Office or CSCA web-site)**

- Committee Member Registration
- Common Area Improvements Application
- Common Area Pocket Park Use Application
- Exterior Modification Application
- New Resident Welcome Packets
- Owner/Resident Information Sheet
- Pool and Fitness Center Use Agreement
- Personal Trainer Agreement
- Rental Contract for Events/Meeting Rooms
- Request for Authorization for Personal Trainer
- Resident Vehicle Registration Form
- Violation Complaint Form

This Resolution was amended and adopted and approved by the Board of Directors of Cameron Station Community Association, Inc. on this 18 day of May, 2010.

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

By: \_\_\_\_\_



Michael Kuhl, CSCA President

**RESOLUTION ACTION RECORD  
POLICY RESOLUTION NO. 2010-01 (AMENDED)**

Duly adopted at a meeting of the Board of Directors held on Tuesday, May 18, 2010.

Motion by: Michael Kidwell                      Seconded by: Manuel Avila

	<b>VOTE:</b>			
	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>	<b>ABSENT</b>
Michael Kuhl, President	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Mindy Lyle, Vice President	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Manuel Avila, Secretary/Treasurer	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Don Buch	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Dak Hardwick	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Michael Kidwell	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>
Tom McClimon	<u>  X  </u>	<u>      </u>	<u>      </u>	<u>      </u>

ATTEST:

Manuel Avila  
Secretary

May 18, 2010  
Date

Resolution effective: May 18, 2010

CAMERON CLUB OPERATING RULES & PROCEDURES  
EXHIBIT A – CAMERON CLUB FACILITIES USAGE AGREEMENT

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**CAMERON CLUB FACILITIES USAGE AGREEMENT**

This Cameron Club Facilities Usage Agreement made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by and between Cameron Station Community Association, Inc. hereinafter (“ASSOCIATION”) and  
\_\_\_\_\_, hereinafter called “RESIDENT.”

WITNESSETH

1. Resident shall not participate in any dangerous, disruptive, illegal, or otherwise inappropriate behavior while using the Association’s facilities located on the Cameron Club parcel (hereinafter “Premises”). Resident shall follow all rules governing the use of the Premises, which include, but are not limited to, the Cameron Club Operating Rules and Procedures. If Resident violates any rule governing the use of the Premises, Association may suspend Resident’s right to use the Premises.
2. Each Resident shall be liable to the Association for any costs incurred by the Association including, but not limited to, costs of repair, cleaning, attorney fees and damages awards, incurred by the Association and rendered necessary by any act, neglect, carelessness or failure of such Owner or their tenants and guests to comply with the Association’s Declaration, Bylaws, Policy Resolutions and Rules and Regulations during their use of the Cameron Club. Any costs incurred by the Association relating to such violation may be assessed against such Owner's Lot in accordance with Articles V and VIII of the Declaration.
3. The Resident shall defend, indemnify, and hold harmless the Association, its agents, officers, directors, members, and their successors and assigns from and against any claims, cause of action, loss, damage, cost or charge, including court costs and attorney’s fees: (1) as a result of any claims or lawsuits made by third parties against the Association if any third party ever contends that he/she was personally injured or had property damage caused by Resident or their guest’s use of the premises; and (2) for any damage to any property taken onto the Premises.
4. Association will not be responsible for any damage to or loss of personal property that may occur during or related a Resident or their guest’s use of the Premises. Resident agrees to hold harmless and indemnify the Association for any loss, injury, or damages suffered by Resident while using the Premises.

Resident hereby agrees to these terms and conditions governing Resident’s use of the Cameron Club pool and other facilities.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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MANAGEMENT OFFICE RECORDS

Date Received: \_\_\_\_\_

Facilities Card Number(s) Issued: \_\_\_\_\_

**CAMERON CLUB OPERATING RULES & PROCEDURES  
EXHIBIT B – REQUEST FOR AUTHORIZATION FOR PERSONAL TRAINER**

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**REQUEST FOR AUTHORIZATION FOR PERSONAL TRAINER**

Please deliver to: Community Manager  
Cameron Station Community Association, Inc.  
200 Cameron Station Boulevard  
Alexandria, Virginia 22304

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**I. Resident (Applicant) Information:**

Resident's Name: \_\_\_\_\_

Resident's Address: \_\_\_\_\_

\_\_\_\_\_

Resident's Phone: (H) \_\_\_\_\_

(W) \_\_\_\_\_

Resident's Email: \_\_\_\_\_

**II. Personal Trainer Information:**

**A. Business Information**

1. Name of Business: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_

4. Is the Business a corporation?:  Yes  No

5. Is the Business a Limited Liability Company?  Yes  No

6. Is the Business a sole-proprietorship?  Yes  No

7. Is the Business a partnership or limited partnership?  Yes  No

**B.** Name of individual Personal Trainer who will be working with the Applicant: \_\_\_\_\_

**C.** Attach copies of the insurance policies provided by the Personal Trainer.

**D.** Attach a signed Personal Trainer Use Agreement.

**III. Representation by the Resident Applicant**

By my signature below, I affirm the following:

**A.** The representations made are true and complete.

- B. I acknowledge and agree that the Personal Trainer is an independent contractor employed by me and that the Personal Trainer is not an employee, agent, contractor, associate or assign of the Cameron Station Community Association, Inc. ("Association") and that the Personal Trainer is not in any way affiliated or associated with the Association, its Board of Directors, officers, members, employees or agents.
- C. I am responsible for the actions and behavior of the Personal Trainer.
- D. I shall assume all risks and hazards incidental to the use of the Fitness Facility and agree to hereby indemnify, release and hold harmless the Association, its Directors, Officers, Members, Employees, WTS International, Inc. and Agents from and against all liabilities, damages, injuries, causes of action, suits, claims, and judgments of any kind whatsoever, direct or indirect, including but not limited to costs and all attorney's fees incurred in the defense thereof, arising in connection with, incurred as a result of, or caused by my use of the Fitness Facility and the use of the Fitness Facility by the Personal Trainer employed by me.
- E. Article VII, Section 7.7 of the Declaration for Cameron Station prohibits non-residential uses of the Association's common area by owners. Under this provision, a Cameron Station resident is prohibited from using Association common area for their own personal business purpose. Accordingly, Cameron Station residents are prohibited from providing personal trainer services in the Cameron Club facilities unless they enter into an employment agreement with the company contracted by the Association to operate the Fitness Center.
- F. I acknowledge and agree that this Agreement is binding upon my heirs, beneficiaries, successors and assigns.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

FOR ASSOCIATION USE ONLY

Received: \_\_\_\_\_

Application Approved: \_\_\_\_\_

Application Disapproved: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CAMERON CLUB OPERATING RULES & PROCEDURES  
EXHIBIT C – PERSONAL TRAINER AGREEMENT**

**CAMERON STATION COMMUNITY ASSOCIATION, INC.**

**PERSONAL TRAINER AGREEMENT**

This Agreement shall confirm that the Cameron Station Community Association (“Association”) consents to \_\_\_\_\_, (an individual, an corporation of \_\_\_\_\_, etc.) using the Cameron Club Facility for the sole purpose of professionally training of \_\_\_\_\_, a resident of the Cameron Station Community Association who is entitled to use the Fitness Facility (hereinafter “Client”).

The Association will not charge me a fee for granting me access to use the Cameron Club Facility with my Client. In consideration of the Association granting me access to the Cameron Club Facility in order to professionally train, direct and supervise the exercise activities of my Client, I agree to the following terms and conditions:

1. I shall review the Cameron Club Operating Rules & Procedures and abide by and comply with all of the rules and regulations governing the use of the Fitness Facility.
2. I shall assume all risks and hazards incidental to such use and agree to hereby indemnify, release and hold harmless the Association, its Directors, Officers, Members, Employees, Agents and its contractors from and against all liabilities, damages, injuries, causes of action, suits, claims, and judgments of any kind whatsoever, direct or indirect, including but not limited to costs and all attorney’s fees incurred in the defense thereof, arising in connection with, incurred as a result of, or caused by my use of the Cameron Club Facility and the use of the Cameron Club Facility by my Client while under my direction or supervision.
3. I shall maintain comprehensive liability insurance policies in an amount of one million dollars per episode, or the minimum required by law, whichever is greater, and that I shall name the Association, its Directors, Officers, Employees, Agents and WTS International, Inc. as additional insureds and that I shall provide the Association’s Management Office with copies of such policies or, if the Association so chooses, a Certificate of Insurance evidencing proper insurance coverage or such other documentation as requested by the Association (e.g. current loss run statement). I acknowledge that the Association may immediately terminate this Agreement, without notice, in the event that I fail to maintain the insurance required herein.
4. I am responsible for becoming familiar with the use and operation of all the equipment and weights in the Fitness Facility prior to the use of the exercise equipment by my Client and direct and instruct my Client in the proper use of the exercise equipment and weights.
5. I am not a resident of Cameron Station Community Association, Inc.

**CAMERON CLUB OPERATING RULES & PROCEDURES  
EXHIBIT C – PERSONAL TRAINER AGREEMENT**

6. I shall only use the Fitness Facility for the purpose of professionally training, directing, and supervising the exercise activities of my Client. I shall not professionally train, direct or supervise the exercise activities of any other persons in the Fitness Facility.
7. I shall not train any more than two separate Clients in the Fitness Facility in a single month.
8. I shall not advertise my services anywhere within the Cameron Club.
9. I am responsible for obtaining, at my own expense, any governmental permits and licenses associated with the activities that are the subject of this Agreement, and hereby warrant that I possess all permits, licenses and qualifications necessary to perform services personal training services in the Cameron Club facilities.
10. The Association may immediately terminate this Agreement, with or without cause, upon ten days written notice to the Client.
11. I acknowledge and agree that I am independent contractor retained solely by the Client and I further acknowledge and agree that I am not an employee, contractor or agent of the Association, its Directors, Officers, or Members.
12. This Agreement is not assignable.

This Agreement constitutes the entire agreement by and between the Cameron Station Community Association and the Personal Trainer. The party signing the Agreement on behalf of the Personal Trainer represents that he/she is authorized to sign the Agreement.

PERSONAL TRAINER                      DATE: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ (if applicable)

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

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MANAGEMENT OFFICE RECORDS

Date Received: \_\_\_\_\_

Approved By CSCA Manager: \_\_\_\_\_