



ASHBURN VILLAGE SPORTS PAVILION MEMBERSHIP POLICIES

Effective March 1, 2007

The following definitions and policies were approved by the Board of Directors of the Ashburn Village Community Association at their meeting on February 28, 2007. Questions may be directed to the General Manager of the Sports Pavilion or the General Manager of the Community Association.

Membership Definitions

- 1) **Primary Member:** A member who is at least 18 years old and is the “holder” of the membership and responsible for keeping the membership in good standing (dues are paid, guests behave appropriately, accountable for member/guest damages, etc.). The membership is associated with the address of the primary member. [Note: This member is the only member listed on the membership who is authorized to make changes to the membership. See item (22).]
- 2) **Adult Member:** A member of the Ashburn Village Sports Pavilion who is at least 18 years old.
- 3) **Additional Adult Member:** A member who is at least 18 years old, is living at the same residence as the “primary member”, and is not a dependent child of any of the signers of the settlement papers or lease.
- 4) **Dependent Child Member:** A person under the age of 18 years or a person age 18-23 years who is a full-time student, and is a dependent child of one of the signers on the settlement papers or lease, and is residing at the same location as the primary member. [Note: Dependent, full-time students, ages 18-23 years, will be granted a renewable membership upon presentation of their current class schedule indicating full-time hours. Expiration dates will be either September 30th or March 31st. A change fee will be charged if the renewal is not processed during the 30-day period prior to expiration. See item (22).]
- 5) **Guest:** A person who is accompanying an adult member in order to enter and use the Sports Pavilion. A guest is only allowed to be on premises when accompanied by the sponsoring member. The guest must leave when the sponsoring member leaves. Only an adult member can bring in a guest. The sponsoring member is responsible for the conduct of his/her guests and for any damages incurred by those guests. The daily guest pass rate per person for adults is \$10 and for children ages 12 and under is \$5.

- 6) **Individual Membership:** A membership with only one person (the “primary member”) on the membership roster. This person must be at least 18 years old and is responsible for all dues, fees, and charges associated with this membership.
- 7) **Couple (“Two-Person”) Membership:** A membership with two people living in the same household who are on the membership roster. One of the members, who must be at least 18 years old, is designated as the “primary member.” The second member, if an adult member, can be designated by the primary member as being responsible for all dues, fees, and charges associated with this membership.
- 8) **Family Membership:** A membership with three or more people living in the same household who are on the membership roster. One of the members, who must be at least 18 years old, is designated as the “primary member.” Another adult member can be designated by the primary member as being responsible for all dues, fees, and charges associated with this membership.
- 9) **Outside Membership:** A membership made available through authorization by the Ashburn Village Community Association Board of Directors to persons who are not residents of Ashburn Village. To participate in the Outside Membership lottery, an applicant must be at least 18 years old. An individual membership is only granted to an adult age 18 or older. An adult and dependent child are eligible for a Couple (“Two-Person”) membership.
- 10) **Care Provider Membership:** A full-time care provider, who is living at the homeowner’s residence (proof is required; if not living at the homeowner’s residence, the homeowner submits an original signed letter stating that the individual is a full-time care provider), can be added to the membership as an additional adult and pay the associated dues, which is the rate for an Individual Paying Tenant. The Nanny and Supervisory Pass are discontinued.
- 11) **Conveyance and Non-conveyance of Membership:** Ashburn Village property owners, who choose to no longer reside at their property and decide to lease their residence, have the option to convey or not convey their membership privileges to their tenants. If owners choose to convey their membership to their tenant (i.e., they no longer wish to have member access to the Pavilion), the tenant receives the same membership privileges as the owners. If the owners choose to not convey their membership privileges (e.g., they still live in the area and want to continue to use the Pavilion), the tenants will be required to apply for a “paying tenant” membership and pay the appropriate fees. If one of the individuals listed on the settlement papers is no longer residing at the property, it is permissible for that individual to convey just

his/her privileges to another individual who is now residing at the property.

- 12) **Proof of Conveyance:** Whenever a tenant leases from an Ashburn Village property owner, the tenant must provide an original, notarized letter from the property owner (or the owner's authorized residential leasing agent) indicating the owner's intent to convey or not convey the membership. A conveyed tenant membership will not be processed unless this letter is present at the time of joining.
- 13) **Personal Identification and Proof of Residency:** All members ages 16 and older must provide a photo ID and proof of residency to apply for a membership. Photo IDs can include learner's permits, driver's licenses, student ID cards, and passports. Proof of residency includes school report cards (for children in grades K-12), learner's permits, driver's licenses, and utility bills.

Ashburn Village Homeowners & Tenant Memberships

- 14) All Ashburn Village property owners named on the settlement papers are entitled to membership at no additional charge.
- 15) If only one owner is listed on the settlement paper and still resides at the property, a second adult (age 18 and older), who can provide proof of residency at the property, can be added to the membership at no additional charge.
- 16) Tenants receiving a conveyed membership are entitled to a maximum of two adult members at no additional charge, regardless of the number of adult members provided to the property owners.
- 17) For both property owners and tenants, additional adults and non-dependent children, who can prove residency at the property location, may be added as members by paying the monthly dues associated with an Individual Paying Tenant membership times the number of additional members.
- 18) For both property owners and tenants (conveyed), dependent children (under the age of 18) of the two allowed/free memberships per property location or of all the individuals listed on the settlement papers or on the lease may be added as members at no additional charge.
- 19) For both property owners and tenants (conveyed), dependent children (ages 18-23) of the two allowed/free memberships per property location or of all the individuals listed on the settlement papers or on the lease may be added as members at no additional charge provided the children list the parent's residence as their primary residence and can prove they

are full-time students. Once a child turns 24 years of age or is no longer a full-time student (whichever occurs first) and the child is still living at the residence, the child is treated as an additional adult and dues are charged according to the Individual Paying Tenant Membership.

- 20) A tenant membership, either conveyed or non-conveyed, must expire at the end of the lease. The tenant is still responsible for notifying the Pavilion (in person, by fax, or email) at least 30 days in advance of the termination date of their termination. If such notification by the tenant is not submitted to the Pavilion, the tenant is responsible for all dues, fees, and charges incurred until the termination is processed.
- 21) If at the end of an annual lease the tenant changes to a month-to-month lease arrangement with the owner, the tenant must provide the Pavilion with an original, notarized letter from the property owner (or the owner's authorized residential leasing agent) indicating the extension. The membership will be extended for three months and the tenant must pre-pay their dues for the three-month period based on their current membership category. No refunds will be provided if the tenant wishes to terminate prior to the end of the three-month period. If the tenant wishes to again extend the membership, no later than five business days prior to the end of the (each) three-month period, the tenant must provide a new original notarized letter from the property owner stating that the tenant is still residing at the property. Again the tenant would pre-pay the three-months of membership dues. If the tenant does not provide the appropriate documentation prior to five business days before the membership terminates, the membership will be terminated. Should this terminated member wish to return as a member, the terminated member will be treated as a new member and any applicable fees will apply.

Change Fees

- 22) Once the roster of the membership is established at the time of joining, any change in the membership roster (adding a new member, removing an existing member) is charged a \$25 change fee plus any additional dues. Replacing one member with another person is considered one change. Removing a member will not result in a refund of any dues already paid, and a thirty-day notice is required before dues can be adjusted for any downgrades of membership. [Note: Only the primary member is authorized to process a change in membership, such as adding/removing members, changing the membership type, or changing the method of payment, if applicable. The primary member must sign the change form and pay the \$25 when submitting the form. There is no charge for changing the method of payment, such as changes in credit cards or bank accounts.]