



# CRESCENT RIDGE CONDOMINIUM ASSOCIATION

## Spa Rules

September 2021

- 1) **Purpose and Applicability**—To establish rules for Spas, Jacuzzis and Hot Tubs (“Spa”) based upon governmental codes for safety, as well as to ensure related Spa activities do not disrupt the quiet enjoyment of owners in our community. These rules apply to all private Spas installed at the Crescent Ridge Condominium Association (“CRCA” or “Association”), including Spas installed prior to adoption of these rules. These Spa Rules were developed with input from owners and adopted by resolution of the Association’s non-paid volunteer Board of Trustees, more commonly referred to as Board of Directors (“Board”), and may be modified, repealed or amended at any time as deemed necessary by the Board. Violation of Rules may lead to fines as outlined below and in our Community Rules.
- 2) **Overview**—CRCA currently has a Community Rule that prohibits new installation of Spas. Units which currently have “grandfathered” Spas are required to remove such Spa and all corresponding Spa components prior to the transfer of title or sale of the unit.
  - a) A Spa is defined as any water-filled tub designed for human immersion and intended to remain filled between uses.
  - b) No new Spas may be added, installed or replaced at any CRCA unit, adjacent common area or external decking.
  - c) Spas may not be operated above interior space, including garages, where leaks would create damage to such interior space.
  - d) Should one of the existing grandfathered Spas become unrepairable, the unit owner shall be prohibited from replacing the Spa. Owners may make internal mechanical or component repairs to their Spas but are precluded from replacing major structural components, including shells or cabinets.
- 3) **Structural Integrity Assessment**—The Association will retain a 3<sup>rd</sup> party structural engineer to (a) provide current code requirements for the deck structure where Spas are located; and (b) assess, evaluate and report on the structural integrity of such deck locations.
  - a) Homeowners may choose to:
    - i. have the Association’s 3<sup>rd</sup> party engineer perform and document the structural integrity assessment, or
    - ii. provide their own documentation of structural integrity within 60 days of the adoption date of these rules, which the 3<sup>rd</sup> party engineer will review to determine if such report is acceptable and whether further work is warranted.
  - b) Upon completion of the 3<sup>rd</sup> party engineer review, each owner will receive from the Association a written report of any specific required changes, improvements, repairs, required for their unit and their Spa, or notification in writing stating that no actions are required.
  - c) Within six months after receipt of the report, homeowners will be responsible to complete any required structural improvements at their own expense and will also be responsible for their share of the cost of the 3<sup>rd</sup> party engineer’s report. All work must be performed by licensed, bonded and qualified contractors approved in advance by the Association’s Architectural Review Committee (“ARC”).
  - d) Once completed, owners shall provide documentation of the required work performed to the ARC for confirmation.

- e) Failure to address identified structural deficiencies within six months will result in a monthly penalty of \$500 until the repairs and improvements are completed and confirmed by the ARC. The unit owner will have a period of 30 days after the issuance of a written warning to cure the deficiency prior to any monetary penalty.

**4) Operating Rules**—Owners are responsible for appropriate health, safety and community practices. Rules around Spa use and maintenance follow:

- a) Noise. Community Rules on Noise must be followed, including keeping all noise, including from music and parties (alcohol use may exacerbate noise), at reasonable volume levels as not to disturb neighbors. Quiet Time is 10pm to 8am.
- b) Children. Children 14 & under must be supervised by an adult at all times in and around Spas.
- c) Glass. No glass items in or around the Spa
- d) Signage. Owners with Spas who are renting their units must post and/or provide the above operating rules in the vicinity of the Spa such that the signage is legible to all users.
- e) Renters. Owners of Spas who rent their units must all notify their 3<sup>rd</sup> party property management companies and renters in writing of Spa Rules as part of the rental agreement. Owners are responsible for their renter's compliance with these rules.
- f) Chemicals and Drainage. - No chemicals shall be poured in the natural environment. To preserve the environment, Spa water may only be drained into the common area land if when tested, no chlorine/bromine is detectible. Otherwise, chlorinated Spa water must be drained into the owner's plumbing system, not drained onto the ground, community area, or street.

**5) Liability**

- a) Homeowners shall be held liable for any expenses incurred by the Association as a result of any damage done to the Common Areas and Facilities as a result of negligence or failure to abide by the governing documents of the Association, whether on the part of the homeowner, his family, tenants, guests or agents.
- b) Spa Owners are responsible for any expenses incurred in the removal of a Spa, including any damage done to the Common Areas.
- c) Insurance & Waivers. All Spa owners are required to carry appropriate insurance coverage that protects Spa users as well as neighbors and structures. Owners agree to indemnify and hold harmless the Association, its Board, or its representatives and its members against any liability for any claims, injuries, damages, legal expenses, wrongdoing resulting out of Spa use.

Adopted September 15, 2021, by Resolution of the Board of Directors  
Peter Delaney, President, Crescent Ridge Condominium Association