

# GARDENS



Abingdon By The River Gardens consist of 48 raised gardens. Each garden is available on a first come, first serve basis. Gardens can be leased yearly beginning March 1st and ending February 28th.

## **Rates:**

Each Garden is similar in size but vary in shape. The yearly rate is **\$40.00** per year for the first garden and \$35.00 per year for each subsequent garden with the maximum of 3 gardens per person. Additional plots will only be available after initial sign up period has expired. Each garden is numbered, and soil is in place.



## Guidelines:

- Garden plots are leased yearly. Current users are given the option to renew their existing garden before they are made available to the community. Water is provided for the garden from April through October (weather permitting).
- The use of plastic and weed barrier is not allowed. Biodegradable mulch such as compost, straw and hay are encouraged.
- Each gardener provides his/her own equipment (hoes, rakes, sprinkler tools etc.) For convenience, a small shed is available for storage. However, each gardener is responsible for the security of their own tools.
- Do not leave garden tools unattended.
- Other than small rototillers and wheelchairs, motorized vehicles are not allowed in the garden.
- It is the renter's responsibility to maintain a weed-free garden. If you cannot maintain your space, arrangements can be made for someone to take care of your space.
- Flowers and vegetables may be grown for personal use only.
- Please respect other gardener's spaces; do not pick vegetables, fruits or flowers that are not yours.
- Please do your part to conserve water by hand watering plants before 10 am or after 6 pm. Help avoid water loss and report all leaks.
- Gardeners will supervise and are solely responsible for the behavior of their guests.
- No pets are allowed in the garden area, except for service animals.
- Tires and rocks are not allowed in garden sits.
- Use 100% organic fertilizers. Chemical pesticides, herbicides and fungicides not labeled as certified organic for gardening, are not allowed.

# ABTR Gardens Release of All Claims

## Release of All Claims

I, \_\_\_\_\_, am a participant in Abingdon By The River Gardens. As a condition of being allowed to participate in the gardens, I agree to the following:

1. I am duly aware of the risks and hazards that may arise through participation in ABTR Gardens and assume any expenses and liabilities I incur in the event of an accident, illness, or other incapacity. If I have had any questions about the Community Garden, its nature, risks, or hazards, I have contacted management discussed those questions with him or her to my satisfaction.

2. In consideration of being granted the opportunity to participate in the ABTR Gardens, I, for myself, my executors, administrators, agents, and assigns do hereby release and forever discharge Signature Homes, Selective Management Services, volunteers, other gardeners, and the cooperating landowner from all claims of damages, demands, and any actions whatsoever, including those based on negligence, in any manner arising out of my participation in this activity. I understand that this Release means that, among other things, I am giving up my right to sue for any such losses, damages, injury, or costs that I may incur.

I represent and certify that my true age is at least 21 years old. I have read this entire Release, fully understand it, and I agree to be legally bound by it.

Participant's Signature \_\_\_\_\_

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



## Abingdon By The River Pool Rules:

<b>POOL HOURS</b> <b>8:00 AM - DUSK</b> Pool Bathing Load: 119
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1. Use is restricted to members and invited guests of Abingdon By The River Residential Association. A member must accompany guests at all times.
2. Members and their guests shall use the pool AT THEIR OWN RISK. THERE IS NO LIFEGUARD AT THE POOL.
3. Abingdon By The River facilities are only to be used by ages 55+. No one under that age should accompany homeowners as guests.
4. Safety Equipment should not be disturbed except in the case of an emergency.
5. No diving.
6. No running, pushing, foul language or general roughhousing. Please keep conduct in a manner suitable for a family environment.
7. Place trash in receptacles.
8. No food or drink on the pool deck. Glass is strictly prohibited.
9. No smoking on the premises.
10. No loud music. Personal music devices with earphones only.
11. No animals, skateboards, bikes or scooters allowed inside the pool or putting green area.
12. Appropriate swimming apparel only.
13. The pool area, tables, etc. cannot be reserved.
14. DO NOT prop gate open and please close umbrella(s) when leaving.
15. Pool users are expected to respect the pool facilities by helping maintain clean and sanitary conditions at all times. It would be helpful if everyone will use towels to protect the pool furniture from sunscreen and oil.
16. Please be considerate of others by not throwing hard objects or using large floats in the pool.
17. Golf Carts and/or Motorized Vehicles should not be parked in the grass or on the sidewalk(s).

**VIOLATIONS OF THE POOL RULES MAY RESULT IN AMENITY PRIVILEGES BEING REVOKED. REPORT ANY INCIDENTS OR UNSAFE CONDITIONS TO MANAGEMENT IMMEDIATELY.**

**Selective Management Services :205-624-3586**

**EMERGENCIES: CALL 911**

## Fitness Center Rules

**Gym Hours**  
**6am- 11pm**

- The Gym is at all times restricted to use by residents only. No minors or guests are permitted to use the gym.
- Residents hereby acknowledge the fitness center is unsupervised and the Residents agree they will use the fitness equipment at their own risk.
- The Residents agree to inspect the fitness equipment prior to use and will notify Management immediately of any malfunctioning or inoperable equipment.
- Residents agree to abide by all rules and regulations established by the management.
- The resident using the fitness equipment represents and warrants they are in good physical condition and have the knowledge and understanding with reference to the use of the fitness equipment and they need no instruction for its use.
- No person is allowed to work out alone.
- No food, Alcoholic Beverages or smoking is allowed in the gym. Drinks must be in plastic containers only – no glass containers are allowed.
- Residents using the fitness equipment or facilities agree to abide by the appropriate age restrictions imposed by any local, state, or federal agencies
- All weights and equipment must be returned to its proper place.
- At busy times residents must show courtesy to other members and limit their time on the equipment.
- No one can work out in the gym without closed footwear. For health and safety reason sandals and scuffs are not permitted in the gym. If a resident is found to be exercising in the gym with open footwear they will be asked to leave.
- Residents will take appropriate care and precautions when working out. They will not hold the owners responsible for any injury, direct or indirect, nor loss or damage to their own or any other resident's personal property. The resident using the fitness equipment represents and warrants they are in good physical condition and have the knowledge and understanding with reference to the use of the fitness equipment and they need no instruction for its use.
- Any classes held in the gym must be approved by management and the Board.

**VIOLATIONS OF THE GYM RULES MAY RESULT IN AMENITY PRIVILEGES BEING REVOKED. REPORT ANY INCIDENTS OR UNSAFE CONDITIONS TO MANAGEMENT IMMEDIATELY.**  
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