

View Ridge Swim and Tennis Club  
**Membership in Divorce Situations Policy**  
*Revised 2005*

POLICY HISTORY AND PURPOSE

Membership in View Ridge Swim and Tennis Club (“The Club”) is, and always has been, based on the understanding that a membership is an indivisible privilege owned by one family living together at one residence. There is only one Membership Certificate. Unfortunately, in this modern age, divorce and familial separation is common. In the case of divorce or separation, it is not possible to have the membership “split” between former partners. To do so would, in essence, create two memberships from one. Previous policy has dictated that in the event of a divorce or separation, the former partners must decide which partner will own the membership. The Board has determined to update its long-standing policy regarding memberships after divorce to recognize modern realities while preserving the integrity of the single family membership.

THEREFORE, the following revised Policy is hereby adopted effective June 6, 2005:

POLICY

1. When a divorce or permanent separation occurs between the partners in a membership, the partners must decide which partner will retain the membership. The partner who retains the membership has full use of the facility and will be responsible for payment of all fees and dues incurred for that membership, including guest fees. The partner who does not retain the membership can use the facility free of charge so long as the children of the partnership are present and so long as the membership remains active and all dues and fees obligations are otherwise current. This decision will be conveyed to the Club in writing in declaration or affidavit form and be signed by both partners. A copy of the applicable pages of the divorce decree plus either the partners’ or judge’s signature page will be sufficient.
2. The Club will not act as judge in situations where a divorce or separation decree does not determine which partner retains the membership. When such a question exists, it will be presumed that the partner residing in the house that has been the address of ownership owns the membership and is responsible for all dues and fee obligations. In the event that both partners reside at new addresses, the entire family will be barred from participation in membership privileges until there is agreement on who owns the membership.
3. The partners may subsequently agree that the non-retaining partner will become the retaining partner provided that the Club is informed of the decision in writing signed by both partners in affidavit or declaration form.

4. The partners must sign an agreement signifying compliance with these terms.
5. This Policy applies with equal force to the administration of the wait list.
6. The terms “partner” and “family” are used herein without regard to the present or future legal definition of “marriage.” The Club does not discriminate on the basis of race, gender, religion, national origin, age, or sexual orientation and endeavors to recognize a “family” as those persons residing together as one familial unit (parents and children) regardless of the gender of the family members.

The foregoing Policy was adopted by unanimous vote of the Board of Trustees the 6th day of June, 2005.

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/s/  
Eric Zimbelman, Board President