

THE VILLAGES OF PIEDMONT HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS RELATED TO THE USE OF COMMUNITY CENTER

WHEREAS, of the Bylaws of The Villages at Piedmont Homeowners Association, Inc. (“Bylaws”) provides that the Board of Directors (“Board”) shall have all powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions of The Villages at Piedmont, the Bylaws, the Design Guidelines, or the Virginia Property Owners’ Association Act (“Act”);

WHEREAS, the Bylaws authorizes the Board to adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and,

WHEREAS, the Board deems it necessary and desirable to establish certain rules for the use of the Community Center.

NOW, THEREFORE, BE IT RESOLVED THAT the following policy regarding use of the Community Center is hereby adopted.

I. DEFINITIONS

- A. An “Owner in good standing” is an Owner whose Association assessment account is not delinquent. An account is considered delinquent on the first day of the next payment period which begins more than ten days after the date of notice that payment is due. “Good standing” also means that the Owner is not in violation of any of the applicable Association governing documents or any Rules and Regulations.
- B. An “Owner in good standing” shall be referred to as an “Owner.”
- C. The Community Center is the left portion of building located at 16080 Market Ridge.
- D. Use of Facility: The Association makes no representation to Owner that media, multimedia or other such entertainment equipment is available for use during Rental.

II. GENERAL RULES

- A. A **\$400.00** security deposit is required at the time the reservation is made. All Owners will pay a **\$400.00** security deposit and a **\$250.00** charge for use of the facility for five (5) hours total time. Clubhouse use cannot **exceed 11 pm**. Both payments shall be made by personal check or money order. The **\$250.00** charge for use of the facility will be retained by the Association.

If the Site Manager or his designated representative finds the Community Center in acceptable condition following the event, the **\$400** security deposit shall be refunded. If the Community Center is not in an acceptable condition, the cost of restoring the Community Center will be deducted from the security deposit. Any difference between the original deposit and the cost required to restore the community Center, to include the cleaning cost or repair costs, will be added to the Owner's assessment account and collected in the same manner as any other assessment. Any additional fees incurred by the Association in connection with the rental of the community center (including, but not limited to, increased insurance coverage costs) will be paid by the Owner, in addition to the fees set forth above.

- B. Hours of availability for use of the Community Center shall be:

Friday: 6:00 p.m. – 11:00 p.m.
Saturday: 3:00 p.m. – 11:00 p.m.
Sunday: 9:00 a.m. – 11:00 p.m.

No two events may take place on the same day. All music must cease at or before the prescribed hour. The Community Center must be empty, the lights must be off, and the door must be locked at such time **as set forth in the above times**. Any agent of the Association is authorized to assist the Owner in complying with these requirements.

- C. The Community Center may be reserved only by an Owner over the age of 21 and only for private events. **Any event or activity to be attended by a majority of persons less than 21 years of age must have a minimum of (1) one adult chaperone for every ten (10) persons under 21 attending the event. The Owner renting the facility shall be personally in attendance at the Community Center during the entire time of event.**
- D. Reservation requests are considered on a first come, first served, space available basis. **Requests shall be logged by the Site Manager or the Site Managers designated representative and marked on a calendar maintained by the Site Manager or the Site Managers designated representative.** Reservation requests are accepted only upon payment of applicable charges and receipt of a fully executed Reservation Agreement. Request may not be made in advance of 6 months prior to the event date.
- E. Reservations should be requested at least **ten (10) business days** in advance of the event through the Association's Office.

- E. The Owner reserving the Community Center shall neither advertise the event being hosted at the Community Center nor charge persons attending the event at the Community Center.
- F. The Owner shall be personally in attendance at the Community Center during the entire time of event. The Owner is responsible for any loss of or any damage to the building, furniture, furnishings, and equipment and for the proper conduct of guests while they are on Association property, whether inside or outside of the Community Center. The event may be terminated if the Owner is not in attendance during the reserved hours.
- G. Furniture and furnishings **may not be moved**. **The furnishings and equipment belonging to the Association shall not be removed from the facility.**
- H. **Any furniture or furnishings brought in for an event must be approved by the Site Manager or designated agent assigned by the site manager. (ie: rented table and chairs, extensive decorating items, etc.)**
- I. All gatherings shall be confined to the main area, service kitchen and bathroom facilities **on the business center side**, and shall not extend to any other areas, including Association office space, hallway, or outdoor areas. **The pool facility is not included in the Rental Agreement, and no access shall be made to the pool from the Community Center Room.**
- J. The number of persons in attendance at events held in the Community Center is limited to fifty (50) or **as required by the Prince William County Fire Marshalls permitted occupancy for the building.**
- K. The Owner shall not permit the use of the Community Center for any unlawful purpose and shall not make or permit any disturbing noises to be made, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts or convenience of others. If the Owner fails to abate noise, excessively loud music or any other disturbing activities when requested to do so by the Site Manager, or any agent of the Association; the Site Manager, or agent of the Association is directed to call the Prince William County Police.
- L. **Priority Scheduling would be given for the Board of Directors Meetings, Committees, and Community Activities.** The Board of Directors, Committees, and any other Association meetings that are held open to the entire Association membership will not be charged for use of the facilities. Notice of the meeting must be given to the Site Manager for distribution to the Association at least seven days in advance of the meeting or event.
- M. **The use of any alcoholic beverages is strictly prohibited unless the Owner receives written permission from the Board to serve alcohol during an event.**
- N. The Owner shall be responsible for setting up for any events in the Community Center. The Owner shall remove all personal property, including food, dishes, bottles,

decorations and trash after the event and shall leave the Community Center in an acceptable condition. The thermostat is preset to 70 degrees.

O. The Site Manager, and or the Site Manager's agent(s) shall have unrestricted access to the Community Center at all times.

P. **Parking is restricted to the designated parking area / lot.**

. *******No pets or animals are allowed, except those assisting the visually or hearing impaired *****.**

Q. Smoking is strictly prohibited. No "Standing" reservations are permitted except as may apply to meetings of the Association Board and committees.

R. Violation of any of the rules contained in this Resolution is grounds for prohibiting an Owner from using the Community Center for a period of one year

S. Any use of the Community Center must comply with all applicable federal, state and local laws

III. CANCELLATION PROCEDURES

Reservation fees are non-refundable if the reservation is cancelled ten (10) or less business days prior to the reserved use date.

Reservations cancelled more than ten (10) business days prior to the reserved use date will receive a full refund of all rental fees and deposits.

The undersigned Owner shall hold harmless and indemnify the Board of Directors and The Villages At Piedmont Homeowners Association, Inc., its members, officers, agents, successors and assigns ("Association") from and against any and all liabilities, costs, damages, expenses and attorney's fees resulting from or attributable to any and all acts and omissions pertaining to the use of the Community Center.

THE VILLAGES OF PIEDMONT HOA

COMMUNITY CENTER RESERVATION AGREEMENT

This AGREEMENT is made as of _____, by and between THE VILLAGES OF PIEDMONT HOMEOWNERS ASSOCIATION, INC. and "Owner"

Name: _____

Address: _____

Phone: (Home) _____ **(Work)** _____

The undersigned Owner fully understands and freely agrees to abide by the policies set forth for rental and use of the Community Center. In exchange for permission of the Board of Directors to reserve the Community Center, Owner hereby agrees as follows:

The undersigned Owner shall hold harmless and indemnify the Board of Directors and Villages At Piedmont Homeowners Association, Inc., its members, officers, agents, successors and assigns ("Association") from and against any and all liabilities, costs, damages, expenses and attorney's fees resulting from or attributable to any and all acts and omissions pertaining to the use of the Community Center.

Date and Time of Proposed Use:

Description and Purpose of Event: _____

Number of Guests: _____ Will Alcohol be served? _____

Owner: _____

Signature

_____ Date

<i>FOR OFFICE USE:</i>	
Fee and Deposit Received:	Date: __
Deposit Check # _____	\$ ____
Rental Fee Check # _____	\$ ____
By: _____	Title: _____