

LAKE TERRAPIN HOMEOWNERS ASSOCIATION POLICY  
RESOLUTION NO. 2015-2  
USE OF COMMON AREAS: COMMUNITY CENTER RELATING TO RULES  
AND REGULATIONS FOR USE AND RENTAL OF THE COMMUNITY CENTER

WHEREAS, Article VII, section (c) of the Bylaws states that “The Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration; and

WHEREAS, the Board deems it necessary and desirable to establish certain rules, procedures and guidelines for the use of the Association’s Community Center.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations for the use of Community Center be adopted:

I. ELIGIBLE USE

In general, the Lake Terrapin Community Center (“community center” or “center”) shall be for the exclusive use of the Lake Terrapin Homeowners Association (“Association”) lot owners, tenants, residents, their guests, and invitees, through programs sponsored by the Association, or duly constituted Association committees, and other groups as may be called together by the Association from time to time to participate in Association activities or to pursue Association business. Applicants for the use of the community center must be current members, tenants or residents of Lake Terrapin (hereinafter referred to as “Resident” or “Reserving Resident”) who are current in their dues and in good standing.

First priority for use of the community center will be given to the official bodies of the Association, including the Board of Directors, advisory committees or other Association sanctioned groups with regularly scheduled meetings and/or functions. Otherwise, scheduling of the community center for approved events/activities shall be on a first-come first-served basis through the Association’s designated representative.

At times which do not conflict or interfere with activities sponsored by the Association, the main room and ancillary facilities, including the kitchen, may be reserved for private use by any Association resident for the use of that resident and his or her guests and invitees so long as the reserving resident is in good standing, (“good standing” is defined as being current with respect to assessment payments owed to the Association and having no outstanding violation of the rules and regulations of the Association) and as long as the resident is in attendance during the reserved time for use of the community center.

The community center is not conducive to more than one meeting function at a time; therefore only one event at a time may be held.

## II. OCCUPANCY

Maximum permitted occupancy of the upper level of the community center is 150 persons. All use of the community center must conform with the occupancy limit.

## III. PRE-USE AND POST-USE INSPECTIONS

For all reserved uses of the community center, except by the Association's Board of Directors, duly constituted Association committees, and designated Association sponsored or sanctioned activities, there will be a pre-use inspection of the community center by the reserving resident and a designated representative of the Association, and all community center defects within the space to be used will be noted on an inspection form. Following the reserved use of the community center, a post-use inspection of the community center will be conducted by a designated representative of the Association to ascertain if any new damage has been sustained by the community center as a result of the reserving resident's use of the community center. The judgment of the Association's designated representative in all decisions is final, with appeal to the Association's Board of Directors. Association representatives authorized to conduct pre-use and post-use inspection shall include members of the Board of Directors, members of the Association's designated representative, or any such persons authorized by the Board of Directors to perform such inspection. See EXHIBIT A for a copy of the approved inspection form.

## IV. LIMITS ON TIMES OF USE

The normal hours of availability of the community center for reserved use are:

Sunday through Saturday 9:00 a.m. – 11:00 p.m.

All reserved use of the community center must end, no later than 11:00 p.m. with the exception of events that have prior Board approval to extend past the closing time. No overnight use of the community center will be permitted.

The community center must be cleaned and vacated by the reserving resident and their guest no later than 30 minutes after the designated end time of the reserved time period. Failure to do so may result in loss of the security deposit.

The official permitted hours of reserved use may be changed by the Board of Directors from time to time by General Resolution duly adopted. In addition, the Board of Directors has the authority to extend the hours of availability for Association sponsored events.

The community center will not be available for rental use during major recognized holidays, including but not limited to Independence Day, Labor Day, Memorial Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. Other special seasonal holidays (i.e. Halloween, etc.) are reserved for Association sponsored events if scheduled.

## V. GENERAL CONDITIONS OF USE

Any Association resident wishing to reserve the community center for private use shall contact the Association's designated representative to check availability for the requested date and time at least two (2) weeks prior to the requested date. If the requested time slot is available, the community center will be reserved and the resident will receive the Lake Terrapin Homeowners Association Community Center Reservation Application (hereinafter "Application"), attached hereto as EXHIBIT B, together with proof of insurance, to be completed, signed, and returned for approval by the Board or its designated representative. The Application is non-transferable. If the Application is approved, the Association shall send the resident the Lake Terrapin Homeowners Association Community Center Rental Agreement to be signed and returned together with the Rental Fee and Security and other Deposits and a copy of this Resolution. Such Agreement shall be binding on the reserving resident (hereinafter "Agreement Holder"). Only an Association resident in good standing may enter into such an Agreement with the Association. See EXHIBIT C for a copy of the approved Rental Agreement form. Conditions of use are detailed below:

- A. Except where such fees are incidental to Association-sponsored and sanctioned activities, no admission fees nor any fund transfers which might be construed as admission fees whatsoever shall be collected for use of the community center by the Agreement Holder.
- B. Any event or activity intended to be primarily attended by persons less than 21 years of age shall be attended by a minimum of two chaperoning adult residents of the Association whose names and signatures will appear on the Lake Terrapin Homeowners Association Community Center Reservation and Rental Agreement. Additional chaperons are required at a rate of one (1) adult chaperon per ten (10) youths (persons less than 21 years of age) attending the event, or any portion thereof. As indicated in the Application the individuals whose names appear on the rental application must be present for the duration of the event. Absolutely no alcohol is permitted at such event.
- C. All Association chairs, tables, and equipment shall be returned to proper storage areas following each reserved use, and under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the community center.
- D. If decorations, auxiliary lights, or sound equipment are contemplated for use during any reserved time, three (3) days advance notice will be required. The Association reserves the right to conduct an inspection of the decorations or equipment to be used by a representative of the Prince William County Fire Department or by a licensed electrician. A fee to cover the cost of such inspection shall be levied against the Agreement Holder.
- E. Absolutely no objects, such as nails, tacks, scotch tape, candles, or substances which cause permanent damage, defacement, or marring shall be placed on the walls, ceilings, doors, window surfaces or other surfaces. Any and all decorations shall be fireproof, and shall be removed entirely immediately following the reserved use of the community center. Under no circumstances shall anyone make any structural or electrical alternations to the community center.

- F. Paints, acids, and all other supplies and materials which present any damage potential are prohibited.
- G. All refuse and personal property of the Agreement Holder and their guests and invitees shall be removed from the community center immediately following the reserved use of the community center.
- H. Each Agreement Holder and chaperone shall be personally responsible for knowing the location of and proper use of the community center's fire extinguishers.
- I. A Prince William County noise ordinance prohibits loud noise at any time which might disturb the surrounding community, and the Agreement Holder and each chaperone is required to adhere to the requirements of this ordinance.
- J. The designated Association representative is permitted to attend all event/functions to monitor compliance with the Agreement and Association rules and regulations.
- K. The pool facility and other recreational facilities are not included in the Agreement and will be available for the use of other residents during standard operating hours.
- L. Smoking is prohibited within the community center and on the premises, except in designated areas smoking areas.

## VI. RESERVATION PROCEDURES

Any Association resident wishing to reserve the community center for private use shall follow the procedures below:

1. Contact the Association's designated representative to check availability for the requested date and time at least two (2) weeks prior to the requested date. If the time slot is available, a reservation will be made and the reserving resident will receive an Association Community Center Reservation Application.
2. The reserving resident shall sign the Application and return the Application with proof of insurance to the Association's designated representative for approval. The reserving resident is solely responsible for obtaining Event Insurance Coverage; the Board of Directors and/or Management is not in any way responsible for providing/obtaining Event Insurance Coverage or information thereon. The reserving resident is responsible for obtaining Event Insurance Coverage and submitting a Certificate of Event Insurance with the Community Center Reservation and Rental Agreement. The Certificate of Event Insurance provided to the Association must reflect General Liability Insurance and that Lake Terrapin Homeowners Association is listed as "Additional Insured."

If the Application is approved, the resident will receive the Lake Terrapin Community Association Rental Agreement (hereinafter "Agreement") to be executed by the resident

and, if appropriate, each chaperone and returned together with the rental fee, security deposit, and the non-refundable post event inspection fee and cleaning fee within five (5) business days of the reserving resident's receipt of the Agreement. All payments shall be made in the form of a personal check, certified cashiers check or money order payable to the "Lake Terrapin Homeowners Association."

3. The reserving resident will receive a copy of the Agreement confirming the reserved date and time.

NOTE: The community center shall be officially reserved when the Agreement Holder has returned the signed Agreement together with the security deposit and payment in full for the rental fee and has received a copy of the Agreement confirming the reservation through the signature of the authorized representative. If such payments are not received in accordance with these stipulations the reservation shall be canceled. Such agreement shall be binding on the Agreement Holder. Keys may be picked up 1 hour prior to the event and must be returned within thirty (30) minutes after rental ends.

## VII. SALE AND SERVING OF ALCOHOL

Sale of alcohol in the community center is absolutely prohibited, both through the direct sale of beverages or through the charging of an admission fee for a function at which alcoholic beverages shall be served.

The Agreement Holder shall be responsible to obtain the necessary permit for serving alcohol Through the Virginia ABC Board (forms and information available upon request).

## VIII. FEES AND DEPOSITS AND THE PROCESSING OF FEES AND DEPOSITS

Each Application and Agreement submitted to the Association for use of the community center shall be subject to review and approval. The Association reserves the right to review all requests for reserved use of the community center and may deny any request if such use is deemed to put the community center, its property, or guests at unusual risk, or if such use of the center is deemed to be contrary to the best interests of the Association. The Application and Agreement submitted by groups or non-profit organizations who participate in community clean-up or other service opportunities will be reviewed and decided upon by the Board in its sole discretion for a fee or no fee, also at the Board's sole discretion.

### A. Association Sponsored Events and Association Sanctioned Events

- Association Sponsored Events:

There is no rental charge for social events or meetings scheduled and conducted by the Association or one of its committees provided that such events or meetings have been approved by the Board of Directors.

The Board may require a rental charge in the form of fees and/or community service for events or activities that are conducted at a cost to the attendees, and approved by the Board of Directors as a sanctioned activity. Any rental charges, community service requirements or security deposits for Association sanctioned activities shall be determined on a case by case basis by the Board of Directors.

B. SECURITY DEPOSIT AND FEES:

Refundable

● Security Deposit ..... \$500.00

Nonrefundable

● Pre/post inspection and cleaning fees ..... \$250.00\*

\* This fee is subject to change.

Security deposit will be held pending the post-use inspection results. Refund of the security deposit shall be made within fourteen (14) business days following the date of reserved use, provided the community center premises, facilities, and equipment are left in satisfactory condition and no other Association rules or city ordinance have been violated. The refund of the deposit will be made payable to the first person's name appearing on the Agreement.

The Pre/post inspection and cleaning fees is nonrefundable. The cleaning fee is for routine cleaning, such as vacuuming, mopping, and glass cleaning and does not include extensive cleaning that may be required as a result of the Agreement Holder's leaving the community center in an unsanitary condition including the failure to remove the trash, refuse and personal property from the community center any of the items noted on the post inspection form or returning the tables, charge, and equipment to the proper storage areas. Any additional cleaning fees will be deducted from the security deposit. If the security deposit is not sufficient to cover the cleaning and repair costs the resident shall be personally liable for such costs. Failure to return the tables, chairs and equipment to the proper storage areas will result in a fee of \$100.00 that will be deducted from the security deposit.

C. CANCELLATIONS:

If a function is canceled within 7 business days of the reserved use date, a \$20.00 administrative fee charge will be deducted from the security deposit and the balance of the security deposit will be refunded. All events canceled more than 7 business days prior to the reserved use date and events canceled by the Association will result in a full refund of all rental fees and deposits collected.

D. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGES/OTHER

The Association reserves the right to deduct from the security deposit an amount necessary to cover any costs of cleanup if warranted, and shall also deduct the costs of repairs or replacement of any property damaged during the use of the community center. Failure to

properly secure the community center (to include all doors and windows) and activate the security system shall result in loss of the entire deposit, not inclusive of any resulting damages. In the event of accidental loss or failure to return the community center key, the Agreement Holder will be responsible for the cost of replacement of all affected locks. If the security deposit does not fully cover these costs, the Agreement Holder shall be billed for the difference, and future use of any of the Association's facilities shall be denied until these costs are paid. Any Agreement Holder using the community center shall be responsible for any and all damages that occur due to its use of the community center.

If the Agreement Holder fails to comply with any of the stipulations of the Agreement or the Agreement Holder or any of his or her guests or invitees fails to comply with the Association's policies, rules and regulations or other legal document provisions or any applicable law, the Association reserves the right to deduct any portion (or all) of the paid security deposit made by the Agreement Holder. In addition, further use of the Association facilities may be denied for a period of time established by the Board of Directors.

Where warranted, the Managing Agent shall make final determinations on total fees required of the Agreement Holder in cases of questions over the cancellation of a reserved use or any similar dispute related to fees owed by an Agreement Holder. In such event, further scheduling of the community center may be denied until all fees are paid.

#### IX. INDEMNIFICATION, LIABILITY AND INSURANCE

The Association, its directors, trustees, agents, officers, and employees assume no responsibility for the personal property of anyone using the community center during times of reserved use. The Agreement Holder will remove all such property from the premises at the conclusion of the reserved use unless prior arrangements have been made with the designated Association representative.

The Agreement Holder and all users of the community center during a time of reserved use will be responsible for compliance and adherence to the Association's Declaration of Covenants and Bylaws, including all amendments, thereto, the Rules and Regulations of the Association and all specifications of the Agreement as well as all laws, statutes, rule, regulations, and ordinances.

It is understood that the Agreement Holder agrees to indemnify the Association, its directors, trustees, officers, agents and employees, and save them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership of the premises, from any action or omission of the Agreement Holder, its agents, employees, invitees, or licensees, or from any cause whatsoever.

#### X. EXHIBITS

Subject to the approval of the Association's Board of Directors, the language of the Community Center Inspection form Reservation Application and the Agreement may change from time to time as needs want. These documents are attached to this resolution as Exhibit A, B and C





LAKE TERRAPIN HOMEOWNERS ASSOCIATION

RESOLUTION ACTION RECORD

Resolution Type: Policy No. 2015-2

Pertaining to: Use of Common Areas: Community Center

Duly adopted at a meeting of the Board of Directors of the Lake Terrapin Homeowners Association held and duly adopted on June 23, 2015

Motion by: Kilareski Seconded by: Belva

<u>Directors Name</u>	<u>Yes</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
<u>John Kilareski</u>	<u>X</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Victor Fuentes</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>X</u>
<u>Candace Schwartz</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>X</u>
<u>Beatrice Belva</u>	<u>X</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Victoria Mahan</u>	<u>    </u>	<u>    </u>	<u>    </u>	<u>X</u>
<u>Doug Anderson</u>	<u>X</u>	<u>    </u>	<u>    </u>	<u>    </u>
<u>Maggie Timms</u>	<u>X</u>	<u>    </u>	<u>    </u>	<u>    </u>

ATTEST: Beatrice Belva  
-Secretary

June 23, 2015  
Date