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(replacement pages for homeowners documents)

RULES AND REGULATIONS
OF THE
QUAILRIDGE TOWNHOME CONDOMINIUMS
AS ADOPTED BY THE
QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC.

AMENDMENT NO. 1	SEPTEMBER 18, 1985	PAGES 8, 9, 10
AMENDMENT NO. 2	MARCH 21, 1986	APPENDIX A, B
AMENDMENT NO. 3	AUGUST 13, 1986	PAGES 6.0, 6.1, 6.2
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RULES AND REGULATIONS
OF THE
QUAILRIDGE TOWNHOME CONDOMINIUMS

I. INTRODUCTION

Under Article V, Section 5.04(s) of the Bylaws, the Board of Directors of the Condominium Association (hereafter "Board of Directors") may pass rules and regulations governing the Condominium Project and the operation and use of the Common Elements. These Rules and Regulations have been adopted and implemented to protect your investment and to enhance the value of the Condominiums.

II. GENERAL

A. Use of Units and Common Elements

1. Primary Residence; Leasing. Units shall be occupied and used by their respective owners only as private dwellings and for no other purpose whatsoever. All Leases or tenancies must be in compliance with Section 28.9 of the Declaration and must be for a term of not less than three months. No portion of a unit or the entire unit may be rented for hotel or transient purposes.
2. Maximum Number of Unit Occupants. No more than one family unit consisting of not more than four individuals shall be allowed to occupy any of the units contained within the Condominium Project.
3. Hazardous Activities or Materials. No owner shall install or operate any machinery or equipment except household appliances in the unit, nor shall any inflammables, fireworks or explosives be brought in or used on the Project. No owner shall permit or suffer anything to be done or kept in the unit which would increase the rate of fire or other insurance thereon or on the Project as a whole.
4. Restrictions on Animals and Pets.
 - a. Enforcement of Local Ordinances. The Association gives its express approval to the animal warden and other authorized personnel of the City of Lakewood, Colorado to enforce municipal ordinances, rules and regulations related to animal control on the common elements at the Project.

b. General Rules, Regulations and Policies. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements, except that the keeping of ~~small, orderly domestic pets~~ (e.g., dogs, cats or caged birds) not to ~~exceed two per Unit~~, is permitted, subject to these rules and regulations; provided, however, that such pets are not kept or maintained for commercial purposes or breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Project upon ten (10) days' written notice from the Board of Directors.

c. Specific Rules, Regulations and Policies.

- (i) Pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried or leashed.
- (ii) Any unit owner who keeps or maintains any pet upon any portion of the Project shall be deemed to have indemnified and agreed to hold the Association and each unit owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.
- (iii) All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law.
- (iv) The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.
- (v) No pet or animal shall be leashed to any stationary object on the common elements.

- (vi) No animal is permitted in or on any community facilities.
- (vii) Pet owners are responsible for any property damage, injury and disturbance their pet may cause or inflict.
- (viii) Every female dog while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will not be in contact with another dog (except for intentional non-commercial breeding purposes) nor create a nuisance by attracting other animals.
- (xi) No dog shall be permitted to bark, howl or make other loud noises for such a time as disturbs neighbors' rest or peaceful enjoyment of their unit or the common elements.
- (x) Owners are responsible for the removal of waste of their animal from the common elements.
- (xi) Owners who lease their property must obtain from their lessee a written agreement to abide by these rules, and submit a copy of such agreement to the Board of Directors.

d. Enforcement. Any owner, resident or managing personnel, observing an infraction of any of these rules, regulations or policies shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not satisfied voluntarily, an owner or resident shall write to the Project Manager and the Board of Directors relating the incident or incidents and the efforts made to secure voluntary compliance.

- 5. Use of Water. Water shall not be kept running for any unreasonable or unnecessary length of time in a unit.
- 6. Immoral, Improper, Offensive and Unlawful Acts. Owners, their families and guests shall not use the premises for any immoral, improper, offensive

or unlawful acts, and each unit owner, at his own expense, shall comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting the unit. Furthermore, if any such person is engaged in any unlawful act, or breach of any of the Condominium Association's governing laws, the presiding officer of the Association or the Project Manager of the Condominium Project (herein referred to as the Project Manager) is authorized to invite law enforcement officials to enforce any violation or breach of the foregoing.

B. Actions of Owners, Owners' Family Members, Friends, Invitees or Servants.

1. Unauthorized Repairs, Replacements, Modifications, or Additions. No owner shall in any manner interfere with, repair, replace, modify, or add to any portion of the heating, lighting, or plumbing apparatus or electrical circuitry in or about the Condominium Project nor in or about the building containing the same, nor in any way modify the exterior appearance of any unit or any building without the express written approval of the Architectural Control Board, if any, or the Board of Directors, except that emergency repairs of essential services to the owner's unit may be made by a qualified or, where required by law, a licensed craftsman when under the circumstances obtaining such advance approval would be impracticable. Furthermore, each unit owner shall perform all such repairs within his own unit which, if omitted, would affect any common elements, any portion of the property belonging to other owners, or the Project as a whole.
2. Procedure for Alteration of Structures. If any owner desires to alter the structure in any manner, he/she shall employ the following procedure:
 - a. A detailed plan of the alteration, together with specifications, shall be provided to the Architectural Committee. Any cost or savings to the Association should be noted.
 - b. The Architectural Committee shall meet and consider the proposal.
 - c. The Architectural Committee shall give its recommendation to the Board of Directors in writing.

- d. The Board of Directors shall give written disposition of the request to the owner.
 - e. Upon receipt of written approval by the Board of Directors, the owner may implement the alteration.
 - f. The owner must maintain the alteration in consonance with the rest of the common elements. Failure to do so may require restoration of the alteration at the owner's expense. Such action would require 30 days' written notice from the Board of Directors of the Association prior to start of the restoration.
3. Markings. No owner will be allowed to put his name in any entry, passageway, vestibule, hall or stairway of the Project, except in the proper place on any mailbox provided for the use of the unit occupied by him.
 4. Exterior Antennas. No radio, aerial, TV antenna or like apparatus or connection shall be installed by the owner outside of his respective unit.
 5. Lintels. Nothing (including cigarettes) shall be thrown or emptied by any owner, his family, friends, invitees or servants out of the windows, doors or anywhere in the Project, parking areas, or common elements, nor shall shades, awnings, window guards or any other article be hung from or placed permanently or temporarily outside the window or outside the unit, including patios and balconies.
 6. Damages. An Owner shall be liable for repair or replacement costs for any damage to the common elements caused by an owner, his family, friends, invitees or servants.
 7. Loitering. No one shall be allowed to loiter or play in the hallways, stairways or parking areas of the Condominium Project.
 8. Obstructions. Lobbies, vestibules, halls, stairways, elevators, and other areas and facilities of a similar nature must remain unobstructed, and shall be used only for purpose of normal transit. Said areas shall not be used for storage or placement of any furniture, packages or objects of any kinds.
 9. Disturbing Noises. No owner shall make or permit any ~~disturbing noises~~ in any building or in his unit, by himself, family, friends, ~~invitees~~ or servants; nor do or permit anything to be done by such Persons on

(Continued from page 5)

Common Elements that will ~~interfere with the rights,~~
~~comforts~~ or convenience of the other owners. No owner shall play or suffer the playing of any musical instrument in the unit if the same shall disturb or annoy the other owners.

10. Volume of stereos or other Musical Instruments. Volume of stereos and musical instruments shall be reduced after ~~10:00 p.m.~~ and at all times be kept at a sound level to avoid disturbance to others.

C. MOTOR VEHICLES AND BICYCLES

1. Vehicle Regulations. No Recreational Vehicles (*see definition below), trucks over three-quarter ton, travel trailers, campers, or anything other than passenger cars or small trucks or vans shall be parked in the outdoor parking areas of the QuailRidge Townhome Condominium project. ~~No repairs or maintenance or other mechanical repairs to vehicles other than normal washing and polishing shall be permitted anywhere on the premises. No damaged or unsightly vehicles shall be parked or stored anywhere on the condominium premises.~~

*Recreational Vehicle(s) defined:

- Any pickup truck, any tonnage, with overhead camper, temporarily or permanently installed, pop-top camper, removable or permanently attached, or permanent camping body (see Motorhome).
 - Motorhome, any tonnage, with full recreational body pickup truck motorhome cab-over body temporarily or permanently attached.
 - Van with recreation conversion equipped permanently for on-the-road or off-the-road living or camping.
 - Travel trailers, any size or tonnage.
 - Camping trailers, any size or tonnage.
 - Motorcycle trailers, any size or tonnage.
 - Boats and boat trailers.
 - Dune buggies and carrying trailers.
 - Three wheelers and carrying trailers.
- (Trucks, panel trucks, and vans are not defined under the Recreational Vehicle definition).

2. PARKING OF MOTOR VEHICLES.

- a. Each owner's motor vehicle will be parked only in that space designated to such owner's condominium.
- b. The Condominium Association assumes no responsibility for damage to or theft of any motor vehicle or its contents while parked on the Condominium Project.
- c. Non-authorized vehicles parked in a numbered homeowners parking space will be towed (by a towing contractor) without warning. The individual homeowner is authorized to call the authorized towing company to tow vehicles parked in the homeowners designated parking space or parked blocking their garage door.
- d. ~~Any vehicles parked for 48 hours or more in parking spaces designated for "Visitors" will be towed (by a towing contractor) without warning. The Board of Directors or their designee will authorize this towing on a case by case basis. Moving vehicles from one "Visitor" space to another does not negate this rule. Residents must use their designated parking space before parking vehicles in "visitor" spaces.~~
- e. Homeowners are encouraged to ~~"store" unused vehicles elsewhere.~~ "Stored vehicles" will be considered as non-authorized vehicles (see c. and d. above). ~~An example of a "stored" vehicle is one without valid registration and licenses.~~
- f. No homeowner or Resident will be permitted to park in the defined "VISITOR ONLY" areas defined below. These areas are reserved for visitors only:
 - (1) Post Office Kiosk area (seven "VISITOR ONLY" spaces).
 - (2) Seventeenth Avenue Entrance (formerly the "sales" office area) seven "VISITOR ONLY" spaces.
- g. Homeowners with single-car or double-car garages are encouraged to use their garages for parking their vehicles to conserve the visitor parking spaces.

- h. Homeowners with two-car garages in Buildings 14, 3, and 5 are encouraged to park their extra vehicles behind their garage (parking straight in).
 - i. Homeowners and Residents except as noted below are limited to one vehicle per licensed person per townhome, not to exceed QuailRidge occupancy limit, parked on QuailRidge property. Homeowners with single-car garages are limited to two vehicles unless they satisfy the rule above. Homeowners with double-car garages are limited to four vehicles.
- 3. Speed Limit. Owners, their families, guests and residents shall abide by the posted speed limit (which shall be 10 m.p.h.) as well as such other traffic and parking regulations as may be posted in the parking areas and on the driveways of the Project.
- 4. Horns. Horns are to be used only when necessary for the safe operation of vehicles.
- 5. Bicycles. Bicycles shall be stored and parked in areas specifically designed and set aside for that purpose. As an alternative, owners may keep bicycles within their condominium unit but not on patios or balconies.

QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION

FINE SCHEDULE *

The Quailridge Homeowners Association is governed by a Board of Directors and various committees under (1) the Declarations of Covenants, Conditions, and Restrictions, (2) the By-Laws, (3) the Articles of Incorporation and (4) the Rules and Regulations. These documents bind the homeowners and set guidelines for the Board of Directors to follow. When a homeowner or their tenant and/or guests violate the agreements set forth in the above documents, the Board of Directors are required to take action with the homeowner in violation. The Board must prudently and appropriately enforce the agreements on behalf of all homeowners in the Quailridge community.

At the time of purchase of a Quailridge Townhome, each homeowner agreed to accept the guidelines set forth in the governing documents in order to provide a peaceful and enjoyable style of living for all residents. The governing documents also regulate the Board of Directors, the committees, and managing agent. Several remedies are available for correction of any homeowner or Board member who does not follow the letter and spirit of the agreements. The Board of Directors urges all homeowners to become familiar with the governing documents to avoid possible conflict in the future.

As a requirement of the Declaration of Covenants, the Board of Directors has established a Fine Schedule to be enforced if a homeowner, resident and/or guest does not follow the guidelines. When a fine becomes necessary it will be in the following sequence:

- (1) A written notification will be delivered to the homeowner in violation. This notice will inform the homeowner of the specific problem and the possible first step fine of \$50.00. The notice will also suggest the date and time the homeowner can discuss the problem with the Board of Directors.
- (2) If a first step fine is imposed the notice will contain a specific date for correction of the problem, generally 7 days. If the problem is not solved by the date stated in the notice a second step fine of \$100.00 additional will be imposed and a specific date set for resolution, generally within 7 days. A second step fine of \$100.00 will be imposed if an infraction of a guideline reoccurs where a fine has previously been assessed.
- (3) If the problem remains unresolved, or if a third infraction of a guideline occurs, a third step fine of \$200.00 will be imposed. If a fine is not paid in 30 days the managing agent will be instructed to begin the property lien process against the homeowner.

The enforcement of guidelines is described in the Quailridge Townhome Condominiums Association Rules and Regulations, page 7, Section III, paragraph 3.

- h. Homeowners with two-car garages in Buildings 14, 3, and 5 are encouraged to park their extra vehicles behind their garage (parking straight in).
 - i. Homeowners and Residents except as noted below are limited to one vehicle per licensed person per townhome, not to exceed QuailRidge occupancy limit, parked on QuailRidge property. Homeowners with single-car garages are limited to two vehicles unless they satisfy the rule above. Homeowners with double-car garages are limited to four vehicles.
- 3. Speed Limit. Owners, their families, guests and residents shall abide by the posted speed limit (which shall be 10 m.p.h.) as well as such other traffic and parking regulations as may be posted in the parking areas and on the driveways of the Project.
 - 4. Horns. Horns are to be used only when necessary for the safe operation of vehicles.
 - 5. Bicycles. Bicycles shall be stored and parked in areas specifically designed and set aside for that purpose. As an alternative, owners may keep bicycles within their condominium unit but not on patios or balconies.

III. ADMINISTRATIVE

1. Entry for Emergency

The Project Manager or other authorized persons are authorized to enter into a unit for any emergency which might damage any unit or any building at any time. Accordingly, each unit owner shall provide the Project Manager or other authorized persons with such key or keys as are necessary to gain access to his unit, and any owner altering a lock or installing a new lock on any door providing access to his unit shall provide a key or keys to such altered or new lock to the Project Manager or other authorized persons.

2. Timely Payment

Unit assessments and monthly maintenance fees and any other charges shall be paid on time. Any party violating this provision shall pay all costs and expenses of collection, which may include reasonable attorney fees.

3. Enforcement

The Condominium Association shall have the right to impose reasonable fines or other charges for violations of the rules and regulations or of any of the governing documents which fine or charge may be secured by a lien. Further, the Association shall have the right to seek injunctive relief to enforce these rules or other covenants and restrictions of the governing documents, in addition to the right to bring suit for damages. In all such cases, the owner shall be responsible for all costs of such lien, injunction or suit for damages, including the Association's reasonable attorney fees. Non-enforcement of any rule or regulation, covenant or other restriction shall not be construed as a waiver.

4. Interpretations

Should any rule or regulation be susceptible to two interpretations, one of which would render the rule or regulation valid under the law and the other which would render it void, the interpretation rendering the rule or regulation valid shall apply as the interpretation intended between the owner and the Condominium Association. Should any rule or regulation be held void as a matter of law by any court or administrative agency of competent

jurisdiction, only that rule or regulation shall be rendered void, and all other rules and regulations shall remain valid and enforceable.

5. Right to Amend

The Board of Directors reserves the right to amend, repeal, or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the Condominium Project and for the comfort and convenience of the occupants thereof.

6. Hierarchy of Governing Laws, Rules, and Regulations

The bodies of the Condominium Association's governing laws, in descending order of supremacy, are: (1) the "Declaration of Covenants, Conditions, and Restrictions", (2) the "Articles of Incorporation", the "By-Laws", and (4) the "Rules and Regulations". If two bodies of the governing laws are in conflict, the conflict will be resolved by applying the law which is the more supreme of the two bodies.

IV. RECREATIONAL

1. Swimming Pool and Tennis Court Rules.

From time to time, the Board of Directors may promulgate and post and distribute rules pertaining to use of the swimming pool and tennis courts. Owners, residents, and their guests shall be required to adhere to these rules.

A. Pool Rules:

Hours 7:00 a.m. to 10:00 p.m. Sunday - Thursdays
7:00 a.m. to 12:00 p.m. Fridays and Sat.'s

1. No pets in enclosed swimming pool and hot tub area.
2. No glass containers - metal or plastic only.
3. No children under the age of twelve (12) years in swimming pool and hot tub area without a parent or guardian.
4. No cut-offs in pool or hot tub.
5. No bikes, skates, or skateboards in enclosed swimming pool area.
6. Parents must accompany all children under the age of twelve in the hot tub. The hot tub is not to be used as a wading pool.

7. Children in diapers are not permitted in the swimming pool or hot tub.
8. Pool and hot tub users must be considerate of the homeowners who live near the swimming pool area by keeping the noise level low. Radios and tape decks must be used with earphones only.
9. Homeowners are permitted a maximum of four guests in the swimming pool or hot tub area. Guests must be accompanied by a homeowner. Note - more than four guests require a party use agreement and a damage deposit in advance. Make all party arrangements with the swimming pool chairperson or their designee.
10. Pool and pool area are for the exclusive use of homeowners, residents, and their guests, and, homeowners shall be responsible for the conduct of their guests and the guests of residents.
11. No furniture other than that provided for the pool area shall be permitted therein, and no furniture provided for the pool area shall be removed therefrom.
12. No running or roughhousing in the pool area.
13. Gate to swimming pool area must be kept locked.
14. Trash must be placed in trash receptacles.
15. For swimming pool parties see Appendix A at the end of Rules and Regulations section.

B. Tennis Courts:

Hours 7:00 a.m. to 10:00 p.m. Sunday - Thursday
7:00 a.m. to 12:00 p.m. Friday and Saturday

1. No pets in the enclosed tennis court area.
2. No glass containers - metal or plastic only.
3. Tennis shoes only on the tennis court. Substitutes for tennis shoes damage the surface of the tennis court.
4. No bicycles, roller skates, or skateboards on the tennis court. These damage the surface.
5. Playing time is limited to one hour unless no residents or homeowners are waiting to play.
6. After playing for one hour if any other homeowner is waiting to play, you must relinquish the tennis court to the waiting homeowner.
7. Guests must be accompanied by a homeowner. Homeowners are permitted a maximum of three guests on the tennis court to give maximum opportunity for play for all homeowners.
8. Gates to tennis court must be kept locked.
9. No radios or unreasonably loud noise is permitted.

QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC.

SWIMMING POOL USE AGREEMENT

I, _____, Bldg. No. _____ Unit No. _____
do hereby agree to the following rules, regulations and fees
governing use of the QUAILRIDGE SWIMMING POOL.

1) A \$100 damage deposit will be paid upon execution of this agreement. The deposit will be held by the agent until after the post-party inspection and the swimming pool area and grounds are returned to the condition prior to the party and all property damage is restored. If no damage occurs the deposit will be returned.

2) All guests must park in visitor spaces or outside the complex. As host/hostess it is your responsibility to inform guests where to park and be responsible for their parking correctly.

3) At no time will homeowners be denied the use of the hot tub (spa) or pool. Rules governing the pool area apply to both homeowners and party guests.

4) Host/Hostess shall be on the premises at all times during the party.

5) In the event alcohol is served at the party, host/hostess shall not dispense the alcohol in quantities to cause intoxication or which may impair the driving ability of any person attending the party. The dispensing of any intoxicating beverages, in excess, is specifically unauthorized by QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION and all responsibility in that regard is the host/hostess alone.

6) Host/Hostess shall maintain reasonable control of the conduct and noise of those persons attending and in the event that such conduct or noise creates a disturbance to any resident of QUAILRIDGE, and host/hostess shall have been asked to terminate the party, host/hostess agrees to immediately vacate the swimming pool and hot tub after cleaning the area.

7) Host/Hostess agrees that no monetary consideration in the form of admission, donation or otherwise shall be charged in connection with the use of the swimming pool.

8) Host/Hostess shall allow no more than fifty (50) persons to use the swimming pool and hot tub in this agreement.

9) Host/Hostess shall be responsible for cleaning the swimming pool area after use and having the QUAILRIDGE agent inspect the pool before receiving any refund. Host/Hostess shall pay QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC. for all

SWIMMING POOL USE AGREEMENT

breakage of personal property, fixtures, or other real or personal property damage caused by host/hostess or other persons attending the party, either in the swimming pool area or elsewhere on the QUAILRIDGE TOWNHOME grounds and hereby contracts with the QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION to clean the swimming pool area and the grounds, if necessary to restore to the same condition they were in prior to the party. Cleaning must be completed by 10:00 a.m. the day following the party.

10) Friday and Saturday night- swimming pool must be vacated by 12:00 Midnight. Sunday through Thursday night- swimming pool must be vacated by 10:00 PM. Host/Hostess agrees to make the swimming pool area secure from entry after party.

11) Host/Hostess agrees to indemnify and hold harmless the QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION of and from any and all claims, losses or damages in the nature of personal injury which may be suffered or imposed upon QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION by persons attending party. Host/Hostess for themselves and their guests, hereby releases and discharges of any claim for personal injuries suffered while on the grounds of QUAILRIDGE TOWNHOMES or which otherwise may arise out of the party.

12) Should host/hostess fail to pay any amount called for in this agreement and QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION consults an attorney in connection with collection of that amount or amounts, then host/hostess shall pay QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION a reasonable attorney's fee.

13) Homeowners who are delinquent in paying their Association fee may not reserve the swimming pool until all monies due the association are paid.

Date Requested _____ Number of guests expected _____

Nature of occasion _____

Host/Hostess _____ Phone No. _____

Signature _____

POST-PARTY:

Date _____ Refund _____

Agent _____

Remarks _____

QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC.

CLUBHOUSE USE AGREEMENT

I, _____, Bldg. No. _____ Unit No. _____
do hereby agree to the following rules, regulations and fees
governing use of the QUAILRIDGE CLUBHOUSE.

- 1) A \$100 damage deposit will be paid upon execution of this agreement. The deposit will be held by the agent until after the post-party inspection and the clubhouse and grounds are returned to the condition prior to the party and all property damage is restored. If no damage occurs the deposit will be returned.
- 2) All guests must park in visitor spaces or outside the complex. As host/hostess it is your responsibility to inform guests where to park and be responsible for their parking correctly.
- 3) At no time will homeowners be denied the use of the hot tub (spa) or pool. Rules governing the pool area apply to party guests.
- 4) Host/Hostess shall be on the premises at all times during the party.
- 5) In the event alcohol is served at the party, host/hostess shall not dispense the alcohol in quantities to cause intoxication or which may impair the driving ability of any person attending the party. The dispensing of any intoxicating beverages, in excess, is specifically unauthorized by QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION and all responsibility in that regard is the host/hostess alone.
- 6) Host/Hostess shall maintain reasonable control of the conduct and noise of those persons attending and in the event that such conduct or noise creates a disturbance to any resident of QUAILRIDGE, and host/hostess shall have been asked to terminate the party, host/hostess agrees to immediately vacate the clubhouse after first cleaning same.
- 7) Host/Hostess agrees that no monetary consideration in the form of admission, donation or otherwise shall be charged in connection with the use of the clubhouse.
- 8) Host/Hostess shall allow no more than fifty (50) persons to use the clubhouse in this agreement nor violate any fire regulations related to occupancy requirements.
- 9) Host/Hostess shall be responsible for cleaning the clubhouse after use and having the QUAILRIDGE agent inspect the clubhouse before receiving any refund. Host/Hostess shall pay QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION, INC. for all breakage of personal property, fixtures, or other real or personal property

CLUBHOUSE USE AGREEMENT

damage caused by host/hostess or other persons attending the party, either in the clubhouse or elsewhere on the QUAILRIDGE TOWNHOME grounds and hereby contracts with the QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION to clean the clubhouse and the grounds, if necessary to restore to the same condition they were in prior to the party. Cleaning must be completed by 12:00 Noon the day following the party.

10) Friday and Saturday night- clubhouse must be vacated by 12:00 Midnight. Sunday through Thursday night- clubhouse must be vacated by ~~10:00~~ PM. Host/Hostess agrees to close all windows and make the clubhouse secure from entry after party.

11) Host/Hostess agrees to indemnify and hold harmless the QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION of and from any and all claims, losses or damages in the nature of personal injury which may be suffered or imposed upon QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION by persons attending party. Host/Hostess for themselves and their guests, hereby releases and discharges of any claim for personal injuries suffered while on the grounds of QUAILRIDGE TOWNHOMES or which otherwise may arise out of the party.

12) Should host/hostess fail to pay any amount called for in this agreement and QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION consults an attorney in connection with collection of that amount or amounts, then host/hostess shall pay QUAILRIDGE TOWNHOME CONDOMINIUMS ASSOCIATION a reasonable attorney's fee.

13) Homeowners who are delinquent in paying their Association fee may not reserve the clubhouse until all monies due the association are paid.

Date Requested _____ Number of guests expected _____

Nature of occasion _____

Host/Hostess _____ Phone No. _____

Signature _____

POST-PARTY:

Date _____ Refund _____

Agent _____

Remarks _____

Community Center/Clubhouse

- A. All applications for reservations for the clubhouse shall be made on the Appendix B form available from the clubhouse manager. A sample of the application form is at the end of Rules and Regulations section. The application contains the guidelines that must be followed.
 - a. the date or dates requested;
 - b. the number of guests expected;
 - c. the nature of the occasion.
- B. Use of the clubhouse is restricted to private parties given by owners. Without approval from a majority of the Board of Directors of the Association, the clubhouse shall not be used for any functions which are civic, religious, charitable, or organizational in character except for authorized Condominium Association meetings.
- C. A deposit, in such amount as shall be determined from time to time by the Board of Directors of the Association, shall be made by the homeowner to the Clubhouse Manager in advance of the occasion. In the event there is any damage to the clubhouse, or if the homeowner fails to clean the clubhouse to the satisfaction of the Clubhouse Manager, all or part of the deposit shall be non-refundable and deposited in the operating account of the Condominium Association.
- D. From time to time the Board of Directors may promulgate and post rules pertaining to the use of the Clubhouse. Homeowners and their guests shall be required to adhere to these rules.
- E. The Board of Directors and the Condominium Association are not liable for any loss, theft, injury or accident resulting from use of the clubhouse or recreational facilities.