

NORTHTOWN HOMEOWNERS' ASSOCIATION, INC.

Clubhouse Use - Policy & Procedure

Revised – September 14, 2019

Rules: Violation of any of the following may immediately cease and/or cancel any event and/or result in owner fines and/or retention of \$25 from the security deposit for each

1. Definitions:

A. **“Clubhouse”** here refers to the Northtown Common Area Community Center Facility building's exterior surfaces and under roof structures that includes ADA Accommodating [but not ADA Compliant] Restrooms and the secured Office of the Northtown Homeowners' Association, Inc. This definition specifically does not include any surrounding land or structures beyond the four building entry areas. The Pool area is also not included.

B. **“Use Fee” areas** of the Clubhouse refers to the main hall, stage, sound room, kitchen facilities, storage areas, and small multi-use rooms which may be reserved. Each contract for use shall specify which areas are to be used, as extra use fee charges for each may apply.

C. **“Exclusive use”** refers to large space events [such as dinners, parties and dances] and must be scheduled and contractually reserved through a board elected Clubhouse Manager or board approved “Event Coordinator” [... both, hereafter referred to as, “authorized representative”].

1. Such board-authorized representative shall coordinate with the Corporate Secretary to maintain, post and publish an annual calendar of dates scheduled for the reserved use of Clubhouse areas.

2. In the absence of any such defined authorized representative, the Clubhouse may NOT be scheduled, reserved nor advertised for such exclusive uses without prior board approval.

D. **“Prohibited Uses”**

1. political events of any type, fundraising, commercial, for-profit organizations or for personal gain
2. gatherings that discriminate or intimidate based upon gender, race, color, national origin, familial status, disability and/or religion ... as prohibited by Arizona and Federal Law
3. no daily or weekly contracts or contracts without expiration dates.

E. **“Sponsor”** shall refer to the owner requesting use for themselves, their tenant or for a ‘group’ or entity which the sponsor must be a currently recognized member and attending the scheduled event.

F. **“Event Coordinator”** refers to a Northtown resident whose duties shall include the following:

1. Adhere to, inform and enforce the rules and procedures presented in this document;
2. Receive and process all requests for Clubhouse Reservations and Exclusive use:
 - a. Present and insure all requesters are provided with a copy of these rules;
 - b. Cause completion of a Clubhouse Exclusive Reserved Use – Application / Contract Form;
 - c. Submit Applications and Deposit/Fees Checks to the Association Office for approvals;
3. Insure 4 main entrances are unlocked **prior to** and all doors secured **after** each contracted use;
4. Report damages / un-cleaned areas at the end of each use to the Secretary for board follow-up.

2. General: persons under 18 yrs old must remain within the event area and be supervised

A. Under NO circumstance may the Restrooms, Office nor ANY Building Doors be blocked by any use.

B. Total building attendance is restricted to 125 persons (fire code). Small room maximum is 25.

C. Noise levels shall be controlled so as not to disturb nearby residents at any time. Further “Quiet time” begins at 10 PM, without exception.

D. Parking shall be limited to the lots adjacent to the building. Driveways shall not be blocked !

E. Common sense fire and safety precautions shall be followed at all times. NO OPEN FLAMES !

F. Smoking or other tobacco or ‘vape’ products are prohibited -- except in designated outside areas

G. Alcoholic beverages shall not be consumed by minors in nor on Northtown's Common use areas.

H. Illicit Drugs and/or Weapons of any type [... except for uniformed Police] are not permitted.

I. The Clubhouse must be cleaned after each use and must be vacated no later than 11:00PM.

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3. Reservations for Use:

A. A completed application/contract form is required for reserving use of any Clubhouse area. Subject to review by the authorized representative and verified receipt of appropriate deposit and use fees, reservations require a Presiding Officer's signature to validate any contractual agreement.

B. Further stipulations, terms, conditions and/or exceptions may be noted on the contract to be signed. Custom contracts for extended periods or multiple dates are available, subject to board approval.

1. Unless otherwise defined in their contract, a \$250 refundable cleaning/damage deposit is required for any event. Upon authorized approval of a reservation contract, the owner/sponsor's check(s), made payable to "Northtown HOA, Inc." shall be deposited for the total amount due. Should any check not be honored by the drawing institution, that owner/sponsor shall be notified the reservation is cancelled unless a cashier's check for the amount due is immediately presented. Damages in excess of the deposit may be assessed against the reserving owner's lot.
2. Security deposit & fees checks shall be deposited to the HOA's General Fund. Upon fulfillment of the reservation contract, and pending satisfaction of the Association's authorized representative with the cleanliness and condition of the Clubhouse, parking lot and grounds, any unused portion of the security deposit will be refunded to the payer from that same Fund.
3. Reservations must be cancelled in writing. If cancelled within 10 days of the scheduled date, a charge of \$25 of the reservation's pre-paid amounts may be levied.
4. * For each full or part ½ hour a reserved event extends beyond 11PM such that the Clubhouse is not vacated, a charge of \$50.00 will be retained from the Security Deposit.

C. Reservations may be made by / for:

1. Lot Owners, their tenants or immediate members of such households – who've not been formally suspended due to infractions of Northtown's Community Document provisions, including lot assessment delinquency -- are charged a per half day \$25 Use fee.
2. Family members of a deceased resident may schedule Main Hall and Kitchen use at no charge.
3. At the discretion of the Board, the Southwest entrance and Southern rooms may be made available for contracted reserved private use. Use fee for reserving this area is \$25 per room for each half day.
4. **"Outside Entity"** or 'Group': Homeowners may sponsor use of the main hall areas by an outside entity, group, club, or organization of which the homeowner is a recognized member. In addition to membership in the sponsored group, the homeowner also agrees to be present at the activity. Main Hall Use fee for sponsored groups shall be \$150 per day.

4. Clean-up Standards:

- A.** Equipment and facilities are to be left in a clean and orderly condition. All garbage and recyclable trash must be removed from the building and placed in the proper containers at the end of the patio. Floors & facilities shall be cleaned to a condition equal to their condition prior to use.
- B.** All lights (except night lights) shall be turned off at the end of an event. **If** included in the contract, ALL equipment must be powered off, re-stored and all storage doors relocked.
- C.** Spring-shut doors are NOT to be left propped open.
- D.** The building, grounds, equipment, fixtures, furniture and facilities must show no sign of misuse.
- E.** Use of Clubhouse includes our inventory of tables and chairs which may be rearranged to fit user's needs. Failure to put all tables and chairs BACK to as were found may incur a common area fine.

5. Enforcement: Violation of these rules are subject to Northtown's Fine & Penalty Policy.