

# **DRY CREEK CROSSING HOME OWNERS ASSOCIATION**

## **Clubhouse Reservation Use Rules and Regulations**

Access to the Clubhouse is obtained with the key fob provided to each Homeowner. Please be considerate of your neighbors residing near the clubhouse and keep noise levels to a minimum.

A Homeowner in good standing with the Association may reserve the Clubhouse for private events. An investment owner transfers his/her right to use the common elements and amenities to their tenant and may not use the amenities if his unit is under lease. A tenant may reserve the clubhouse as long as the Homeowner is in good standing, the Homeowner signs off on the reservation for the tenant, and a lease for the tenant is on file in the office of the management company.

### **Use Restrictions**

Social and Business Functions:

1. Clubhouse hours for reserved use are between noon and midnight on Friday and Saturday, and between noon and 10:00 PM on Sunday through Thursday, including clean-up time.
2. The Clubhouse is a No Smoking facility. Please provide a means of safe disposal for cigarette butts for guests who might smoke outside the building, and remove that means of disposal as part of your event tear-down.
3. The Homeowner or tenant making the reservation will be present at all times during the event and will ensure his/her guests comply with all governing restrictions, policies and regulations of the Association while on Association property.
4. **Homeowner must sign the event application/reservation form for their tenant reserving the clubhouse ensure the owner is aware of his responsibility for the actions of his tenant and guests.**
5. All food and drink preparation and service will take place in and from the kitchen on the first floor. No food is to be served in the second floor Great Room.
6. The Clubhouse is fully monitored by camera at all times and tapes may be reviewed at any time, if necessary, to verify violations or the cause of any damage.
7. Event guests shall be limited to 50 people.
8. Use of the pool, spa, patio around the pool, conference room and exercise room is strictly prohibited by guests attending or participating in any reserved use event.
9. Alcoholic beverages may be served as long as the Homeowner abides by the following conditions.
  - a. No fee will be charged, either directly or indirectly (i.e. no cash bar) for the sale or consumption of alcoholic beverages.

- b. No alcoholic beverages, including 3.2 beer, will be served, at any time, to any person who is under 21 years old or to any intoxicated person.
  - c. It is acknowledged that the Association does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Homeowner will be solely responsible for compliance with the liquor laws of the State of Colorado. No alcoholic beverages will be served or consumed outside of the Clubhouse.
  - d. If any person under the age of 21 attending the event, whether invited or uninvited, brings alcoholic beverages onto the Clubhouse premises, the Homeowner will take action to have such beverages removed from the premises. If necessary, the Homeowner will call the Arapahoe County Sheriff's Department to seek assistance with the enforcement of this policy. At any event in which the majority of the attendees are under 21 years old, the Homeowner will assure that there is a least one adult chaperone present at all times for every ten persons under 21 years old.
  - e. If any adult (persons 21 years or older) attending the event, whether invited or uninvited, is abusing or misusing alcohol or drugs on the Clubhouse premises, the Homeowner will take action to have such activities stopped, and if necessary, contact the Arapahoe County Sheriff's Department for assistance.
  - f. The Homeowner agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the event due to intoxication. The Homeowner agrees that they are solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at their event.
10. It is understood that the Homeowner is responsible for set-up and tear-down of all furniture and decorations, and for general cleanup after event.
  11. All events must end by the scheduled closing time listed above, including cleanup.
  12. The use of staples, nails or screws applied to any surfaces of the Clubhouse is strictly prohibited. Use of candles without glass encasement, rice, birdseed, confetti, glitter, fireworks, flower petal, feather and any other difficult to clean items is not allowed. Releasing balloons outside is not allowed. Amplified music will be allowed inside of the facility and shall not exceed 60 decibels.
  13. Parking for an event is on a first come, first served basis and vehicles parked in spaces that are not marked for parking may be removed from the property by the Association, without notice.
  14. The Homeowner agrees that violation of any of the above provisions may result in a \$100 fine being billed to the Homeowner at the discretion of the Association's Board of Directors, or its designated representative acting under the authority of the Board of Directors. Further, any such violation may preclude the Homeowner from using the Clubhouse in the future.
  15. At the termination of the reserved period, all doors and windows must be closed and locked by the Homeowner. If the Homeowner fails to lock all doors, the damage deposit shall be forfeited.
  16. The Board of Directors and management of Dry Creek Crossing Home Owners Association reserve the right to terminate the party at any time for observed violations of the rules or for safety concerns.

### Process for Reserving the Clubhouse

1. Clubhouse must be reserved at least two weeks in advance of the event, which means that all signed paperwork, with checks attached, are turned in to the site Maintenance Manager prior to that deadline. No reservation is confirmed until the paperwork and checks are received and are approved by the management company. Please call 303-745-2220 to make sure your reservation is confirmed.
2. A refundable Clubhouse damage deposit check for \$200.00 is required at least two weeks in advance of the reserved period, which deposit will be refunded to the Homeowner within five business days after the event after an inspection is made by the Maintenance Manager to ensure the Homeowner and guests have complied with the restrictions, policies and regulations regarding use of the Clubhouse.
3. Damage deposit shall be forfeited in whole or in part if the Clubhouse, furniture, kitchen appliances or other fixtures, have been damaged or are not replaced in the position they were in before use or have been left in condition other than the condition prior to use, and if all event trash has not been removed from the Clubhouse to the Homeowner's building dumpster.
4. A non-refundable cleaning check in the amount of \$75.00 is required at least two weeks in advance of the reserved period, which will cover a professional cleaning of the Clubhouse after the event, to include vacuuming, bathroom and glass cleaning and furniture dusting to meet the standards of the Association. If cleaning after an event incurs costs above the \$75.00, the increased costs shall be taken out of the damage deposit.
5. Deposit checks shall be made payable to Dry Creek Crossing Home Owners Association and shall contain no restrictive notes.

**DRY CREEK CROSSING HOME OWNER ASSOCIATION DOES NOT ASSUME RESPONSIBILITY TO THE OWNER, TENANT, OR THEIR GUESTS. THE OWNERS AND TENANTS WHO RESERVE THE PARTY ROOM AGREE TO INDEMNIFY AND HOLD DRY CREEK CROSSING HOME OWNERS ASSOCIATION HARMLESS FROM ANY INJURY, DAMAGES, OR CAUSES OF ACTIONS WHICH MAY ARISE FROM THE USE OF THE CLUBHOUSE AND PATIO, INCLUDING ALL ATTORNEY FEES AND COSTS INCURRED IN DEFENSE OF ANY CAUSES OF ACTION WHICH MAY ARISE FROM USE OF THE CLUBHOUSE, POOL, SPA OR PATIO. DRY CREEK CROSSING HOME OWNERS ASSOCIATION DOES NOT ASSUME LIABILITY FOR STOLEN PERSONAL OR ASSOCIATION PROPERTY WHILE PROPERTY IS BEING USED.**

Dry Creek Crossing Home Owners Association greatly appreciates your cooperation and support in maintaining the Clubhouse in excellent condition for the benefit of the entire Membership.

**CLUBHOUSE RESERVATION AGREEMENT**

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I have read, understand, and agree to abide by the terms and provisions of these Clubhouse reservation restrictions, policies and regulations.

Homeowner Signature: \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Lease for Tenant on File at Management Company: Yes \_\_\_\_\_ No \_\_\_\_\_

Address of Homeowner: \_\_\_\_\_

Homeowner Phone: \_\_\_\_\_ Additional Contact Number: \_\_\_\_\_

Maintenance Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Reservation requested date: \_\_\_\_\_ Requested hours of use: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Refreshments/Food: Yes \_\_\_ No \_\_\_

Expected Attendance: \_\_\_\_\_

Damage deposit check for \$200.00 received on: \_\_\_\_\_ Check #: \_\_\_\_\_

Cleaning deposit check for \$75.00 received on: \_\_\_\_\_ Check #: \_\_\_\_\_

Damage deposit returned to Homeowner in full or in part on \_\_\_\_\_, in the amount of

\$\_\_\_\_\_ because of the following issues: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_