

**THE RECREATIONAL FACILITY COMMITTEE**  
**POLICY RESOLUTION NO. 4-A**  
**USE OF CLUBHOUSE**

GIVEN THAT pursuant to Article VII of the Declaration of Easement and Agreement the Committee has authority to promulgate rules and regulations for the use and operation of the Common Facilities; and

GIVEN THAT the Committee deems it necessary and desirable to establish certain Rules and Regulations for the use of the Clubhouse:

NOW THEREFORE, THE COMMITTEE RESOLVES THAT the following policy regarding use of the Clubhouse be, and hereby is adopted:

**I. DEFINITIONS**

A. A “resident in good standing” is one whose assessment payment is not delinquent. The delinquency starts to run from the 1<sup>st</sup> of every month. A “resident in good standing” also includes those renters who are not delinquent in payment of any assessment or any other payment as relates to their specific lease, or who is renting a unit for which the owner is not delinquent. “Good standing” also means that the Owner/Resident is not in violation of any of the applicable Association governing documents or any Rules & Regulations.

B. For the purpose of this resolution, a “resident in good standing” shall be referred to as a “Resident”.

**II. GENERAL RULES**

A. The clubhouse may be reserved only by a Resident over the age of 21 and only for private events. Association functions/activities approved by both the Recreation Facility Committee and the Board of Directors have priority over private use.

B. Reservation requests shall be accepted on a first-come, first-serve basis subject to “A” above. Requests shall be logged by the Manager and marked on a calendar maintained by the Manager. Requests are not accepted except upon payment of the charges and receipt of a fully executed reservation form.

C. Reservations should be requested 7 days in advance through the Manager’s office.

D. A three hundred dollar (\$300.00) security deposit is required at the time the reservation is made. A User Fee will be collected, based on the number of people in attendance; Less than twenty (20) people = \$50.00, More than twenty (20) people but not to exceed forty five (45) = \$100.00. (Please note, individuals found with more than said number of guests will forfeit the \$300.00 security deposit in whole and will have pool and clubhouse privileges revoked.) The security deposit and user fee shall be made by two separate checks. Immediately before the use of the Clubhouse by the Resident, the Manager or designated representative shall inspect the Clubhouse with a prepared checklist. The same checklist will be used to reinspect the Clubhouse on the morning after the gathering. If the Clubhouse is in its original condition, the three hundred dollar (\$300.00) security deposit shall be refunded. If the Clubhouse is not in its original condition, the cost of restoration will be deducted from the original three hundred dollar (\$300.00) security deposit. Any amount for damages that exceeds the original three hundred dollar (\$300.00) security deposit will be added to the Owner’s assessment account and collected as a regular assessment. Renters will be billed for any difference, although the Owner may be held liable for any unpaid fees or charges.

E. No advertising and no charges will be allowed for the event by the Resident reserving the room.

F. The Resident agrees to be personally in attendance during the reserved hours.

The Resident agrees to assume full responsibility for any loss or any damage to the building. The function may be terminated if the Resident is not in attendance during the reserved hours.

G. Furniture and furnishings may not be removed.

H. All gatherings shall be confined to the Clubhouse, its kitchen and bathroom areas.

I. The number of persons in attendance in the Clubhouse is limited by the posted number, according to Fairfax County Fire Code. Occupancy limitations are determined by the applicable code requirements.

J. The Resident shall not permit the use of the Clubhouse for any unlawful purpose and shall not make or permit any disturbing noises to be made, nor will any act be performed or be permitted which will unreasonably interfere with the rights, comforts, or convenience of other residents.

K. There is no charge for use of the facilities for official meetings and functions of the Condominium or Cluster Associations, Board of Directors, Committees, and functions, open to the Association membership, or other such function as the Board may deem to be appropriate.

L. The Owner/Resident is responsible to assure that use of any alcoholic beverages shall be only in accordance with Fairfax County and the State of Virginia law.

M. Violation of any of the Rules of the Clubhouse may be grounds for prohibiting a Resident from using the facilities for up to **one year**.

N. The Resident agrees to remove and properly dispose of all personal property such as dishes, foods, bottles, trash, etc., after the event and to leave the premises in the original condition.

O. The Committee, and Condominium or Cluster Association will not be responsible for the loss of any personal effects, dishes, equipment or foods. Any items left after the event will be considered abandoned and disposed of by the Manager, at the expense of the Unit Owner/Resident.

P. Hours for the use of the facilities will be posted. All music must stop by the prescribed hour. The Clubhouse must be empty, the lights out and the door locked by the following prescribed hours:

Fridays, Saturdays, Holiday Evenings

12:00 Midnight – Music must stop

1:00 AM - Clubhouse must be empty, lights out, and doors locked.

Weeknights - Sunday To Thursday (Except Holiday Evenings)

10:00 PM - Music must stop

11:00 PM -Clubhouse must be empty, lights out, and doors locked.

Q. Smoking is prohibited in the Clubhouse. Proper receptacles will be provided outside the building.

R. No pets are permitted in the Clubhouse (except seeing-eye dogs).

THE RECREATION FACILITY COMMITTEE

USER AGREEMENT

I, \_\_\_\_\_, Owner/Resident of Unit # \_\_\_\_\_, Lake Shore Crest Drive or Owner of \_\_\_\_\_ at Edgewater Townhomes, hereby certify that I have received, read, and agree to comply with all provisions of Policy Resolution No. 4-A, "Use of Clubhouse" as well as all provisions of the other Policy Resolutions.

I further agree that my use of the Clubhouse and its related facilities is generally on an unsupervised basis and is at my sole risk, responsibility and liability. I understand that guests are not permitted to use the Exercise Room.

I hereby agree on behalf of myself, and my guests and invites, to indemnify and hold free and harmless the Committee, The Condominium And Cluster Associations, Boards, and Managing Agent from any and all claims of any nature arising from my use of the Clubhouse and its related facilities.

\_\_\_\_\_

SIGNED:

**EXHIBIT A  
POLICY RESOLUTION NO. 4**

**EDGEWATER AT TOWN CENTER CLUSTER ASSOCIATION, INC.  
APPLICATION FOR RESERVATION OF CLUBHOUSE**

Name of Unit Owner:		
Name of Tenant if Applicable:		
Address of Applicant:		
Date Requested for party room:		
Hours: From:	To:	No. of Guests:
Will you be:	<input type="checkbox"/> Serving Food?	<input type="checkbox"/> Serving Liquor?
<input type="checkbox"/> Providing Music?	If so what type? (e.g. records cd's Radio Dj)	

I \_\_\_\_\_, hereby apply for reservations to use the clubhouse at Edgewater. I hereby verify that I have read the Policy Resolution Number 4 and agree to abide by the rules and regulations as outlined therein.

\* NOTE: Only tenants with an approved lease on file in the Association Office may reserve the Association Party Room.

FOR OFFICE USE ONLY		
RESERVATION DATE APPROVED	___/___/___	TIME: FROM: _____ TO: _____
DATE PARTY ROOM FEE RECEIVED:	___/___/___	AMOUNT: \$ _____
DATE SECURITY DEPOSIT RECEIVED:	___/___/___	AMOUNT: \$ _____
DATE PARTY ROOM INSPECTED:	___/___/___	BY: _____
DATE SECURITY ROOM REINSPECTED:	___/___/___	BY: _____
AUTHORIZED OFFICE PERSONNEL:	___/___/___	_____

Edgewater Condominium hereby verifies receipt of the Security Deposit in the amount of \_\_\_\_\_ and the Party Room Fee in the amount of \_\_\_\_\_ for the reservation of the Edgewater Clubhouse and herewith receives approval for its use on \_\_\_\_\_ between the hours of \_\_\_\_\_ and \_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Agent