

Sunvalley Villas Condominium Homeowners Association

The Clubhouse Rules

1. The Clubhouse is for the use and benefit of Owners of units at Sunvalley Villas. Owners can reserve and use the Clubhouse pursuant to the rules as more fully set forth below:
2. An Owner can delegate his/her right to use the clubhouse to an Owner's tenants and/or resident family members so long as such authorization is evidenced by the Owner's signature and such Owner agrees to be responsible for any and all damage or liability arising from such use as if the Owner's own actions or inactions resulted in such damage or liability.
3. Only an Owner "in good standing" can reserve or allow his resident family members or tenants to reserve this clubhouse. "In good standing" means all amounts due and owing to Association, including assessments, late fees, fines, penalties, attorney fees and/or costs have been paid in full and the Owner is not otherwise in violation of any provision of the Condominium Documents as said phrase is defined by A.R.S. 33-12-02(11).
4. Reservation of the Clubhouse is also limited to persons twenty-one (21) years of age or older and only for private events. The Association reserves the right to refuse the use of the Clubhouse for any reason. Association functions or Association approved functions have priority over individual requests for exclusive use of the Clubhouse.
5. Reservation requests shall be accepted on a first-come, first-serve basis, subject to the conditions set forth herein. Requests shall be logged in by the Clubhouse Chair (or other designated Association representative) and marked on the official Clubhouse calendar maintained by the Clubhouse Chair. Reservation requests will only be accepted for consideration upon completion of any and all documents required by the Association (including written approval from an Owner if a tenant or resident family member requests the right to use the Clubhouse) and following payment of all required fees and deposits.
6. Reservation requests should be presented for consideration as far in advance as possible, but at least seven (7) day prior to the scheduled date of use.
7. A One Hundred Dollar (\$100.00) refundable security deposit and a Fifty Dollar (\$50.00) non-refundable and non-transferable user fee are required at the time the reservation request is presented. The security deposit and user fee shall be presented in two separate checks payment to Sunvalley Villas Condominium Association. (The Association reserves the right to request certified funds.) Immediately prior to use of the Clubhouse by the approved owner, resident or tenant, the Clubhouse Chair (or other designated Association representative) shall inspect the Clubhouse. Following the inspection, the Application for Reservation of Clubhouse must be signed on behalf of the Association and Owner. If the Clubhouse is returned in its original condition and if all other conditions set forth herein have been satisfied, the One Hundred Dollar (\$100.00) security deposit shall be refunded. If the Clubhouse is not in its original condition, the cost of cleaning/restoration will be deducted from the security deposit. Any difference over the security deposit will be added to the Unit Owner's assessment account and collected as any other assessment or charge. The Owner will be responsible for securing reimbursement of any such charges from his/her resident family members or tenants. If a request to use the Clubhouse is withdrawn within forty-eight (48) hours of the scheduled event and if no other event request has been denied by the Association due to the prior

scheduling, the \$50.00 user fee may also be refunded. The user fee is otherwise non-refundable and non-transferable.

8. No person reserving the Clubhouse may advertise the event to the general public and any persons invited to the Clubhouse for a private event must be invited by specific invitation. No person reserving the Clubhouse can charge a fee for entry or require any service or benefit as a condition of entry.
9. The Owner (or person authorized by the Owner to reserve the Clubhouse) must be present at the Clubhouse during the entire period of reserved use. The Owner agrees to assume full responsibility for any loss or damage to the Clubhouse structure, furniture, furnishings and equipment and for the proper conduct of all guests and invitees while they are on the premises of Sunvalley Villas, whether or not inside the Clubhouse. The Association reserves the right to terminate the Clubhouse use if said person is not in attendance at all times during the reserved use period.
10. Furniture and furnishings may not be removed, stacked (unless specifically designed for such a purpose), placed outside the Clubhouse, or otherwise placed within an area of the Clubhouse not otherwise designated for use of such furniture or furnishings.
11. Private use shall be limited to the Clubhouse, its kitchen and bathrooms.
12. Decorations may only be attached to surfaces using tape designed to protect paint and other surfaces. No nails, tacks or other materials may be used. Candles, table top centerpieces or any other personal decorations must also meet all local fire regulations, health department regulations and any other governmental regulations. To the extent permits are required, the permits must be on file at least seven (7) days prior to the event. Glitter, confetti, rice and bird seed are not permitted.
13. According to applicable fire codes, the number of persons permitted in the Clubhouse at any one time is limited to sixty-three (63).
14. The Owner (or authorized resident family member or tenant) shall not permit the Clubhouse to be used for any unlawful or illegal purpose and shall not make nor permit noises or other activities to occur that would otherwise disturb the quiet use and enjoyment of residents outside the Clubhouse or their family members, guests and invitees, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts or convenience of such persons. The Association reserves the right to revoke any use as result of a violation of these Rules (or any other section of these Rules) with or without prior notice, without a refund of the user fee and with a possible forfeiture of the security deposit, depending upon the circumstances. The Association also reserves the right to contact the police to enforce compliance.
15. There shall be no charge for Association meetings and activities, including Board meetings, Committee meetings, functions open to the Association membership, or such other functions as the Board of Directors may deem appropriate, nor shall any forms, fees or deposits be required for such meetings unless otherwise directed by the Board.
16. Alcoholic beverages shall only be permitted to the extent approved in the reservation request and pursuant to the requirements of local, county and state rules, ordinance and statutes. Without limiting such rules, ordinance and/or statutes, such alcoholic beverages shall be limited to beer (not to exceed 24 ounces per person) or wine (not to exceed six ounces per person) to be consumed in the clubhouse. Consumption of such alcoholic beverages is limited

to the hours between 12:00 noon and 10:00 p.m. and no charge direct or indirect can be made in order to consume such alcoholic beverages. If a caterer is used and alcoholic beverages are present, the caterer must have a liquor license and otherwise comply with local, county and state rules, ordinances and statutes. Alcoholic beverages cannot be served to anyone under the age of twenty-one (21) years.

17. Violation of any Clubhouse Rule will result in a restriction from reserving the Clubhouse facilities for a period of not less than one (1) year, in addition to any other rights, remedies and penalties available to the Association, including fines and forfeiture of the security deposit.
18. Prior to expiration of the time permitted for use of the Clubhouse, all personal property must be removed from the Clubhouse and properly disposed of, including dishes, food, bottles, trash and approved decorations, if any. Furniture and furnishings must be returned to the location pre-existing the use, and the Clubhouse must be properly cleaned, including bathrooms, appliances and tables, floors mopped, etc.
19. Owner, resident family members, and tenants acknowledge the Association is not responsible for the loss, theft, damage, or destruction of any personal property and Owner agrees to indemnify and hold the Association harmless for any claims asserted against the Association by Owners, resident family members, tenants, guests or invitees arising from the alleged loss, theft, damage or destruction of personal property. Further, any items left in or about the Clubhouse following expiration of the use time period will be considered abandoned and disposed of by the Association at the expense of the Owner. Owner, resident family members and tenants also agree to assume full responsibility for the conduct of their guests. Damages resulting from any guest will be assessed to the Owner's account, in the same fashion as if the damage was caused by the Owner, family members or tenants. Owner also agrees to reimburse the Association for any overtime wage payments, other expenses or damages incurred by the Association because of the failure to comply with these Clubhouse Rules.
20. The Clubhouse Chair (or other designated Association representative) shall have free access to the Clubhouse (and all other approved facilities) at all times for inspection and to ensure compliance with these Rules, including during the use period.
21. Hours for use of the Clubhouse (and other approved facilities) are as follows, unless otherwise designated:
 - Monday Thursday 9:00 am until 10:00 pm
 - Friday & Saturday 9:00 am until 11:00 pm
 - Sunday 9:00 am until 11:00 pm
22. All music must cease, all items must be removed, the Clubhouse cleaned, lights turned off, air condition or heating turned off, and the doors locked and the Clubhouse (and related facilities) otherwise secured on or before the required closing time.

The undersigned President and Secretary of Sunvalley Villas Condominium Association ("Association") hereby attest that the foregoing Clubhouse Rules were adopted by the Board of Directors at a meeting duly noticed and called for said purpose on March 11, 2002.

Is/ Patty A. Burger, President

Is/ Heather Stocker, Secretary