SUN POINTE VILLAGE CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS FOR THE USE OF THE CLUBHOUSE

Code 1256

Rental Fee $100 for 4 hours and $25 for each additional hour
Cleaning Deposit $100

Owner/Tenant: **Address:**
Date of Event: **Start and End:**
Phone:
Type of Event:

1. Use of the Clubhouse is restricted to groups of 100 or less.

2. The Clubhouse may only be used by a Sunpointe Condominium Community owner, hereinafter referred as "user" for a private function. Condo owner's current in all fees and assessments due to the Association, and authorized users of said condo owners, shall be charged a user fee as determined by the Board of Directors. The Clubhouse may be rented only by an individual who is actually using it for the particular function. Sunpointe condo owner may not "sponsor" a non-resident who will be the actual user.

3. The Board of Directors for the Sunpointe Condominium Association or the management agent shall exercise the right of authorization or denial of the use of the Clubhouse. The Board of Directors further reserves the right to impose conditions and restrictions on a particular user agreement, in addition to those specifically enumerated in these Rules and Regulations, if the Board believes that such conditions and restrictions are reasonably necessary to protect the property interest of the Association and to ensure that the use of the Clubhouse will not disturb the peace and harmony of the community. Any denial of a user application or the imposition of a condition or restriction not enumerated in these Rules by the Board may be appealed by the applicant to the Board of Directors within ten (10) days of the denial or imposition of the conditions or restrictions. The appeal must be made in writing to the management agent. The Board of Directors may affirm, reverse, or modify the decision.

4. User application must be submitted to the management agent at least (30) days prior to the scheduled activity but no longer than 90 days prior. The Association reserves the right to waive the requirement.

   A refundable security deposit of $100.00 and the appropriate rental fee must accompany the user application. Use of the clubhouse will be considered confirmed upon signature of the User

Agreement by both parties and receipt by the Association of the user fee and security deposit. Two separate payments must be made for the security deposit and the user fee. All payments must be made by personal check, certified check or money order. No cash will be accepted. The rental agreement and payment must be submitted to the management agent. If the check does not clear the bank due to insufficient funds, the Association may apply the rental fee and NSF charge, currently $30.00 to the clubhouse renter's Association account.

5. The user agrees to be on the premises of the Clubhouse at all times during the period of authorized use. The user will indemnify Sun Pointe Village Condominium Association for all damages including legal fees and costs, resulting from any injury to person or property which may occur at the Clubhouse premises during the period of use. The user agrees that he/she shall hold the Sunpointe Condominium Association, the Board of Directors, and any individual representative, director, employee or agent of the Association harmless as to any such injury or damage.

6.

(A) The user will be solely responsible for thorough clean-up after use of the Clubhouse, and agrees to leave the Clubhouse in the same condition he/she found it. All trash must be disposed of in secure trash bags and taken back to their own condominium for disposal with regular trash service. The trash bags are to be provided by the user.

(B) The user will be fully responsible for the conduct and actions of all persons using the Clubhouse during the period of authorized use.

(C) No animals are permitted in the Clubhouse

(D) No smoking is permitted in the Clubhouse.

(E) No user shall permit persons under the age of eighteen years to use or occupy the Clubhouse without the on-site supervision of a suitable number of persons twenty-one years of age or older.

(F) Functions may be held between the hours of 12:00 Noon and 12:00 Midnight. If earlier access is needed this can only be granted if no function was held the previous day.

(G) All functions shall be over no later than midnight. The Clubhouse must be vacated with all exterior doors and windows locked no later than 12:30 A.M.

(H) All cleaning must be completed immediately after the function or by 10:30 A.M. the following day. Owner must provide all their own cleaning supplies including the vacuum. All lights must be turned off.

(I) The windows and doors must all be locked after the function. Failure to lock any window or door will result in forfeiture of the security deposit.

(J) A locked programmable thermostat is provided , set at the appropriate temperature for the season with a set back after midnight This can not be adjusted by any owner.

(K) All furniture must be returned to its original location.

(L) Cleaning instructions are located in the binder located in the kitchen.

(M) Decorations may not be attached to the ceiling or walls.

(N) All guests must be legally parked.

(O) The unit owner is responsible for placing the "Reserved for Private Party" signs on the Clubhouse doors. The signs can be found in a kitchen drawer. After the activity, please put the signs back.

(P) When a unit owner reserves the Clubhouse, it will include the exclusive use of the facility with the exception of the fitness center. No other resident will be able to access the clubhouse during the reserved time.

(Q) No event shall be held that is open to the public (example would be a rummage sale). This excludes developer functions.

(R) City codes must be adhered to with regards to music. Music may be played at a function only with all windows and doors in the Clubhouse completely closed. Music must also be played at a volume low enough so that it cannot be heard by residents of nearby homes. No music may be played outside of the Clubhouse at any time. **If a noise disturbance which results in two Police warnings occurs, the users will forfeit the security deposit**

(S) The Association, reserves the right to terminate a function in progress for the violation by the user of any term (s) of the signed user agreement**. In the event the Association terminates a function in progress, the user shall not be entitled to a refund of any portion of the user fee (or the security deposit).**

7. City codes must be adhered to with regard to sale of food or beverages. The developer and or condominium association hold no license for the sale of food or beverages. No alcoholic beverages may be served to or consumed by any persons under the age of 21.

8. The security deposit will not be promptly returned to the user when the Association has confirmed the existence of any violations of the Rules and Regulations, or any damage to the Clubhouse, its furniture, fixtures, or the surrounding area. Repairs to the premises shall be made only by persons authorized by the Association or its agent.

(A) Damage and cleaning fees assessed to the user will be based on the actual cost of the cleaning and repairs, plus consequential damages.

(B) Any refundable portions of the security deposit shall be returned by the Association within thirty (30) days after the use of the Clubhouse. Any appeal by the user of damage determination and/or assessment made by a Board member or management agent must be made in writing to the management agent within ten (10) days of notification of such damage determination or

assessment. The appeal will be reviewed by the Board of Directors, which may affirm, reverse, or modify the determination by the Board member or management agent.

(C) An additional assessment will be made if the cost of repairs and/or cleaning exceeds the security deposit, and such assessments will be due and payable upon notice to the user. Failure to pay these fees will result in legal action. All legal fees and costs incurred by the Association will be paid by the user.

9. The fireplace needs to be turned off along with all lights when locking up the premises.

10. A cancellation fee will be assessed as follows:

a. 25% if user cancels up to thirty (30) days prior to the rental date;
b. 50% of the fee if the user cancels between fourteen(14) and thirty (30) days of the rental date;
c. 100% of the user fee if the user cancels within fourteen (14) days of the rental date;

The security deposit will be returned in full within thirty (30) days in the event of a cancellation.

11. In the event of emergency, the user shall contact the management company directly.
12. The Management Company is Bear Property Management, 4015 80th Street, Kenosha, Wisconsin 53142 and the phone number is 262-697-9616. **The after-hours emergency number is 262-842-0555.**

13. The rental fee is $100.00. This fee is for use of the Clubhouse up to 4 hours; the fee cannot be pro-rated in the event that the Clubhouse is used for less than 4 hours. If more time is needed, the fee will be $25.00 per hour. These fees are subject to change as determined by the Board of Directors.

14. The fitness center may not be used by anyone attending a function at the Clubhouse.

15. The Clubhouse may not be reserved on any holiday for two consecutive years by the same unit owner. Exception: If the clubhouse has not been reserved forty five (45) days prior to the holiday in question, the same person may again reserve the room. The holidays affected by this rule are the 4th of July, Halloween, Thanksgiving, Christmas Eve, Christmas Day, Easter, New Year's Eve and New Year's Day.

_____ _____

Condominium Owner Date Signed Address Ph#

_____

Management Agent Date Signed

Office Use Only

Cleaning Deposit Received _____
By:_____

Rental Fee Received_____
By_____

Date Clubhouse Inspected:_____
Person inspecting Clubhouse_____
Date Security Deposit returned_____Amount_____