

Villages of Westminster
Clubhouse/Pool Reservation Policy and Regulations

Effective April 12, 2012

Policy Statement: Pursuant to the Declaration of Covenants, Conditions and Restrictions of the Villages at Westminster, Article II, Section 1, each Owner has a right and easement of enjoyment in the Common Area, including the clubhouse and pool, subject to the right of the Association to establish reasonable rules and regulations for their use. Proper use and care of the clubhouse and pool are imperative to their continued viability. The VOW HOA Board of Directors encourages Owners to continue to use the clubhouse and pool for a variety of uses. The following regulations shall apply to any use of the clubhouse and/or pool:

1. Applications for reserving the pool and/or clubhouse must be made at least two (2) weeks before the requested date. Applications must be submitted, with any applicable fees, to Berkeley Realty Property Management. Applications may be submitted only by Owners in good standing who are not delinquent in the payment of any assessment or fee or in violation of any VOW Covenant.

2. Fees associated with the rental and use of the clubhouse and/or pool are based on categories assigned to a requesting group as follows:

<u>Nature of Function/Activity</u>	<u>Fee(s)</u>	<u>Security Deposit **</u>
Function/Activity that is a VOW-sanctioned* community group or club (e.g., Book Club, Garden Club, Girl/Boy Scouts, Cub Scouts, Brownies etc.). An Owner must be present.****	None	None, the responsible owner must complete a waiver for sanctioned use which must be approved by the board.
Social Activity sponsored by the VOW or a particular neighborhood within the VOW (Kensington, Somerset, Cambridge, and Oxford). Provided that all Owners in that neighborhood are invitees. An Owner must be present. ****	None	None
Private party sponsored by an Owner primarily for the enjoyment of that Owner or his/her family, or an exclusive group of Owners but not open to all residents. An Owner must be present.	Clubhouse only: \$10.00 per hour, not to exceed \$75.00 for a full day. Pool***: \$75.00 fee for a maximum of three hours.	\$50.00 for hourly rental up to four hours; \$100.00 for more than a four hour rental.
Non-VOW function (such as civic, business, commercial, non-family wedding party, clubs) for which the Owner certifies that he/she will be a significant participant, will be in attendance, and accepts all responsibility for the actions of the group.	Clubhouse only: \$10.00 per hour, not to exceed \$75.00 for a full day. Pool***: \$75.00 fee for a maximum of three hours.	\$50.00 for hourly rental up to four hours; \$100.00 for more than a four hour rental.

* The VOW HOA Board of Directors will evaluate each request for a fee waiver and maintain a list of groups that the Board believes warrant free use of the clubhouse.

** An Owner's security deposit will be refunded after receipt of a signed Clean-Up Checklist and subject to charge for any damages, repairs, and/or cleaning expenses incurred as a result of that Owner's event. It is the responsibility of the Owner submitting the application to leave the pool/clubhouse in a neat, clean and orderly fashion. If damages, repairs, and/or cleaning expenses exceed the security deposit provided, the Owner submitting the application shall be personally liable to the Association for the difference and such amount shall be considered an assessment within the meaning of Article XI, of the Amended and Restated Bylaws of the Association.

*** The fee for the pool is in addition to the fee for the clubhouse and any costs for a lifeguard or additional lifeguard that may be required through the pool management company.

**** Functions that fall into one of the first two categories are subject to being bumped (if previously scheduled on the calendar) if an Owner falling under one of the other two categories makes a timely request to rent the clubhouse.

3. A lifeguard must be on duty at all times while the pool is in use. The Owner submitting the application shall inform the pool management company, at least 10 days prior to the party, that the pool is being utilized for a pool party. The Owner submitting the application is responsible for coordinating with the pool management company to ensure that a lifeguard (if outside normal pool hours) or any additional lifeguards required (if during regular pool hours) are provided for accordingly. All fees and/or costs associated with having a lifeguard or additional lifeguard are the responsibility of the Owner submitting the application. All lifeguards must be hired through the pool management company. All persons must comply with the 2011 Pool Rules promulgated by the VOW HOA Board of Directors.

4. Residents, Owners and their guests understand that they use the pool, pool area and clubhouse at their own risk. The Owner submitting the application agrees to protect, indemnify, hold harmless, and defend the Villages of Westminster Homeowners Association, Inc., and its officers, employees and agents from any and all claims, liabilities, damages, or rights of action, arising from or in connection with the use of the clubhouse or pool by the Owner, or his guests or invitees.

5. NO SMOKING is permitted within the clubhouse or pool area; smoking is only permitted in designated smoking areas.

6. All persons entering the clubhouse must be dry with no wet suits or clothes.

7. NO Pets are permitted in the clubhouse, pool or pool area.

8. The Owner submitting the application will ensure that care is taken to prevent and alleviate any excessive noise or trespassing on any neighboring properties. Any member of the Board, upon reasonable inquiry and at his/her discretion, may terminate any activity, which creates a problem or nuisance and no refund will be due.

9. No Alcoholic beverages are permitted in the pool area. Alcoholic beverages may be consumed in the clubhouse provided the Owner submitting the application obtains any necessary liquor license and complies with all applicable Virginia Laws and regulations concerning service of alcoholic beverages. For details, contact the Hampton ABC office at (757) 825-7830.

Purpose of Reservation: _____

Date Requested: _____ Time Requested: ____: ____ AM/PM to ____: ____ AM/PM

Address: _____

Phone: _____ Application Date: _____

I hereby acknowledge that I have read and understood the above policy and regulations and agree to abide by all of the terms therein. I further agree to protect, indemnify, hold harmless, and defend the Villages of Westminster Homeowners Association, Inc., and its officers, employees and agents from any and all claims, liabilities, damages, or rights of action, arising from or in connection with the use of the clubhouse or pool by me, or my guests or invitees.

VOW Owner Name (Please print): _____

VOW Owner Signature: _____