

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.

Rules for Clubhouse and Pool Area Use (Effective January 1, 2012)

The clubhouse is common property of the Association and is available for use by any member in good standing. (Lessees are members to the extent stated in their leases). Any person using any of the facilities must be accompanied at all times by a full time resident. Children under 13 must be accompanied at all times by a responsible adult who is a full time resident. Arrangements to use the main clubhouse area may be made by calling:

Z & R Property Management (719) 594-0506

To protect the Association, the following rules and use conditions have been adopted by the Association.

1. A. A **cash** deposit of **\$100.00** is required before a key from the offices of Z & R Property Management for access to the clubhouse will be issued. The **\$100.00** deposit is to protect the Association against property damage and will be refunded upon completion of after-use cleanup and inspection, less any damage costs assessed, including commercial cleanup services, if required. There is also a **\$25.00 cash, non-refundable "usage fee"** which is kept for janitorial services, supplies, and maintenance. Should repair/cleanup cost exceed the deposited amount, the user will be billed for the overage. If not paid within 60 days of billing, the Association will place a lien on the property for the amount of the bill plus collection costs including reasonable attorney fees. Note: The user will be advised of any assessment against the deposit at the time of the key-return inspection. Deposits will be held for no more than 2 business days after the reservations unless otherwise notified.
- B. Also, there is an administrative fee of \$30 to cover the cost associated with the electronic access card that is required for the clubhouse and pool area.
2. Reservations cannot be made for more than one day at a time. Multiple days in a row are not permitted. The clubhouse capacity is 89 people, and no more than this number of people are permitted inside the clubhouse at any one time. **No commercial, promotional, sales or similar events are permitted within the clubhouse.** No animal is allowed inside the clubhouse.
3. Exclusive use of the pool, volleyball court, exercise room and restrooms is not permitted as part of the rental agreement. Other Association members will not be impeded in their use of pool, volleyball court, exercise room or changing rooms as desired. **Wet towels and bathing suits will not be allowed in the clubhouse.**

4. The Association Member signing below is responsible for the actions and conduct of himself/herself and all of his/her guests. Loud or disorderly conduct will not be tolerated and any Association member who feels the necessity, without notice to the Board or clubhouse users, may call C.S.P.D. Remember that some members live about 100 feet from the facilities and windows are often open in spring, summer, and fall. The clubhouse is intended for the use and enjoyment of all the Hillsboro residents. Residents or guests who are reported being loud, disruptive, or vulgar will be subject to fines or loss of clubhouse privileges. **Smoking is not allowed inside the clubhouse at any time.**
5. Please DO NOT prop open the front or back door of the clubhouse.
6. Children may not play in the gym at any time.
7. No BBQ grills, charcoal or gas may be used in or around the clubhouse or pool area.
8. Hours of Operation for Clubhouse, gym, theater and small conference room are as follows:

8:00 a.m. to 10:00 p.m. Monday through Sunday

Pool: 8:00 a.m. to 10:00 p.m. Monday through Sunday

Hot Tub: 8:00 a.m. to 10:00 p.m. Monday through Sunday
9. The Association Member using the clubhouse hereby agrees to defend, pay, indemnify, and save free and harmless Hillsboro Condominium Owners Association, Inc. and its members, directors, officers and agents from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney fees, resulting from or in connection with loss of life, bodily or personal injury, property damage or loss arising, directly or indirectly out of or from or on account of any occurrence in, upon, about, at or from the clubhouse or occasioned wholly or in part through the use of the clubhouse or its appurtenances or common areas unless it can be conclusively proved that such claim, demand, fine, suite, action, proceeding, order, decrees, or judgments is due to the Association's negligence. **The clubhouse shall not be used, or permitted to be used, for any unlawful purpose.**
10. Minimal clubhouse cleanup procedures include:
 - A. Furniture will be wiped and dusted and returned to original locations.

- B. Carpeted areas will be vacuumed, moving chairs as necessary. Spots will be cleaned with a mild detergent and dried.
- C. Kitchen and rest rooms must be cleaned (microwave, refrigerator, sinks, cabinets, stools, etc.) Stovetop and burners are to be cleaned. If the oven was used for any purpose, the oven cleaner operation will be set.
- D. Tiled areas will be wet-mopped (kitchen, entry, rest rooms).
- E. All trash will be removed and receptacles emptied, including any accumulation of bottles, suntan lotion containers, etc., from the common property outside the facilities used. Trash will be placed in the garbage bag in the trash container. The full bag will be removed and a new one installed. The full bag will be placed in an outside bin at the nearest dumpster enclosure. Theater room and conference room are to be vacuumed and cleaned.
- F. Lights are to be turned off.

Police the parking area and adjoining common area for debris (including cigarette butts).