

COLECROFT STATION CONDOMINIUM UNIT OWNERS ASSOCIATION

POLICY RESOLUTION No. 11

(Dated November 1, 1991)

PERTAINING TO USE OF THE PARTY ROOM

Article 3, Section 3.1 of the Bylaws states that “The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the condominium instruments required to be exercised and done by the Association.” Article 5, Section 5.8 of the Bylaws establishes certain requirements and rights of the Association with regard to use of Common Elements such as that relating to the use of the party areas addressed by this Resolution.

The Board of Directors hereby establishes rules for the use, enjoyment and protection of the Common Elements, specifically the party room and adjoining patio located on the ground floor of the 505 East Braddock Road building and the pavilion/plaza area within the boundaries of the three residential buildings effective November 1, 1991 as follows:

1. The party room/patio is restricted to the exclusive use of the residents of the Colecroft Station condominium. The pavilion/plaza area is nearby but may not be set aside for the exclusive use of any particular resident because it will remain open and available for the general access and use of all the residents. People associated with the use of the party room/patio also may have access to, and have related use of, the pavilion/plaza area within the limitations described below. The party room/patio and pavilion/plaza areas are separate and clearly distinguishable. Special consideration must be accorded the primary difference that being in the pavilion/plaza area by groups of people presents a greater potential for disturbing residents in all buildings as well as causing trash or damage to a larger portion of the Condominium complex. As such, separate rules apply to each area. For purposes of this Resolution:
 - a. “Use” of the party room/patio shall mean and be determined by where:
 - (1) at least one person is inside the party room, and/or people associated with the party room activity congregate in the pavilion/plaza area;
 - (2) facilities are set up for entertainment purposes such as with electronic machinery, bands, shows, or demonstrations;
 - and/or (3) furnishings or equipment are situated for such things as seating people or serving people food or beverages. Use also will be determined by Sections 5.a. and 9.

- b. “Resident” shall mean a person who is an owner identified on a mortgage or a renter identified on a valid lease of a residential or commercial unit within the Colecroft Station Condominium.
 - c. “Resident user” shall mean the resident who signs and submits the Party Room Request Form and is responsible for the actions of their guests while they are within the Condominium complex, additional use fees, key charges, and any and all costs for cleaning or damage that may have resulted therefrom to the Condominium’s property or separately to the private property of other residents.
2. Residents may reserve and receive exclusive use of the party room/patio for private, no fee and non-profit functions. The on site Association Manager or a majority of the members of the Board of Directors shall approve or disapprove this type of request, and their decision shall be evidenced by their signatures on the Party Room Request Form.
 3. Residents may not use the party room/patio for functions where fees are collected for admission or where food and beverages are provided on a fee basis unless such fee collection has been specifically explained by the resident on the Party Room Request Form and approved by the Board of Directors. The approval or disapproval of this type of request shall be determined only by a majority of the members of the Board of Directors and evidenced by their signatures on the Party Room Request Form.
 4. Residents that want to use the party room/patio must complete the Party Room Request Form, a copy of which is attached to this Resolution, and submit it to the on site Association Manager at least seven (7) calendar days before the date of requested use. Reservation requests that are incomplete or improperly submitted are not to be accepted or held by the on site Association Manager, but instead such requests will be rejected without further action. If that reservation request is resubmitted properly at a later time, it will not receive any preference whatsoever to be ahead of another request for the same particular use that may have been properly filed during the interim. The Association Manager or Board of Directors will notify the resident of the approval or disapproval of their request..
 5. There shall be charged a separate fee for the exclusive use of the party room/patio, and a separate deposit to defray the cost of additional use fees, key charges and any cleaning and damages to Common Elements or Limited Common Elements associated with that use. Also:
 - a. For the exclusive use of the party room/patio, the fee shall be no less than twenty five dollars (\$25), and the required additional deposit amount shall be no less than one hundred fifty dollars (\$150). Additional fees will be required for any amount of time a use extends into another twenty four (24) hour period as computed from the

requested beginning time of use. Those fee and deposit amounts as applied to all residents may be increased by the Board of Directors and implemented with the revision of the amounts shown on the Party Room Request Form.

- b. The fee and deposit must be tendered at the time the reservation is requested with the submission of the Party Room Request Form. Reservation requests will not be honored unless the fee and deposit accompany the Party Room Request Form at the time it is submitted to the on site Association Manager. Reservation requests will be honored in the order in which they were properly filed, i.e., first in gets first choice for use. The earlier a reservation request is filed, the more likely the date requested can be accommodated.
 - c. The fee and deposit must be tendered only by check or money order made payable to the Colecroft Station Condominium.
 - d. The resident user will be responsible for paying any and all additional fees, key charges, and cleaning and damage costs over the amount of the initial fee and deposit. Such costs over the amount covered by the deposit will be assessed against the resident user who then must pay the amount billed within thirty (30) calendar days thereafter by check or money order made payable to Colecroft Station Condominium.
 - e. The use fee or deposit will not apply to, and the Association will not collect or pay for, any costs for cleaning or damage to any private property, so the resident user will be solely responsible for those costs.
6. By using the party room/patio for a private function, the resident user and their guests agree to hold harmless Colecroft Station Condominium and its employees and agents from any and all damages arising from or relating to the use of those areas.
 7. The resident user is to inspect the party room/patio and the pavilion/plaza areas to note any damages that may exist prior to the commencement of their function, and if there are any such damages, bring them to the attention of the on site Association Manager in a written, signed and dated listing BEFORE using the area(s). Failure to present such a listing will mean that, without exceptions, the cost of any damages discovered after the function will be attributed to and become the responsibility of the resident user to pay.
 8. During the use of the party room/patio, the resident user must:
 - a. Be present at all times.

- b. Provide a separate chaperon at least twenty one (21) years old to be present at all times if there will be more than twelve (12) guests under the age of eighteen.
 - c. Be responsible for the actions of guests while they are on the Association's property, which includes the elevators, corridors, driveways, garage, yard, and all other Common Element and Limited Common Element areas.
 - d. Enforce among their guests all policies and rules of the Association, especially Resolution No. 12 pertaining to vehicle parking.
 - e. Comply with the posted fire department occupancy limits for the party room.
 - f. Have no loud noises in the: **Party room/patio** after 11:00 p.m. Sunday through Thursday, or after 1:00 a.m. for Friday and Saturday night functions; and/or **Pavilion/plaza** after 10:00 p.m. Sunday through Thursday, or after 11:00 p.m. for Friday and Saturday night functions. Noises must be kept at levels that do not unnecessarily disturb other residents.
 - g. Keep all music producing instruments or equipment inside the party room.
 - h. Clean the area(s) used immediately after the function or event is finished. This means that all: (1) trash must be collected and deposited in plastic bags in the trash chute or trash room; (2) appliances, furnishings, and related indoor and outdoor structural surfaces must be cleaned; and (3) carpeting and floors must be vacuumed.
 - i. Secure all windows and doors, and turn off all appliances and lights before leaving the area(s).
9. Use will be deemed to continue for purposes of assessing use fees and other costs until such time as cleaning of the party room/patio and pavilion/plaza, if applicable, has been completed by the resident user, or, if necessary, the Association's janitorial service. If the Association's janitorial service has to clean up the area(s), there may be a delay before that service can be performed, so the resident user also will be charged for that delay time at the use fee rate. Also, any part of each eight (8) hour shift spent by the janitorial service performing the clean up will be assessed to the resident user at no less than the full average daily rate for all janitorial service computed on the basis of one – three hundred sixty fifth (1/365) of the total yearly janitorial service company contract value, plus the cost of any necessary supplies.

10. Failure for any reason whatsoever to return the party room key to the Association Manager's office within the twenty four (24) hour period computed from the requested beginning time of the use will result in the resident user being assessed a charge of fifty dollars (\$50) from their deposit for any part of each successive twenty four (24) hour period the key remains unreturned computed up to the equivalent of the full amount of the deposit required for one use of the party room. This key charge will be assessed in addition to the use fees described in Section 9 that may be charged even when the resident user is still holding the key for the purpose of cleaning up beyond the original twenty four (24) hour use period. This key charge will also be assessed regardless of whether the party room was scheduled for another use when the key was still outstanding or if the key is ultimately returned sometime after the deposit amount is depleted or it was considered lost. The Association will not forgive or refund any amounts charged for overdue or considered lost keys that are later returned.
11. The charges provided for in Sections 9 and 10 will be assessed as described and without any exceptions being granted. The charges are intended to be very costly to discourage resident users from such things as: avoiding their responsibility to promptly clean up; inconveniencing the Association and causing it to incur unnecessary work and costs related to having to divert its janitorial service crew from regular duties; failing to clearly relinquish involvement with the party room/patio thereby interfering with the real or potential uses of other residents or the Association; and/or causing the Association manager to have to follow up on the whereabouts of the key, checking the security of the party room, and/or changing the party room and related locks at that time or in the future.
12. The resident user's deposit, less any itemized charges, will be returned by the Association's management agent to the resident user within ten (10) business days after the use has been completed through the necessary clean up activities and/or the date bills for damage estimates or repairs were received by the Association.
13. Unauthorized use of the party room/patio, or any alleged or actual breaches of this Resolution are subject to appropriate action by the Board of Directors that may be allowed under the provisions of law and other documents that govern the Colecroft Station Condominium.

PARTY ROOM REQUEST FORM

I, _____ of unit # _____ in building # _____
hereby request to use the Party Room/Patio area for a use fee of \$25.00 and a deposit of
\$150.00 on (DATE) _____ from (TIME) _____ to
_____ for the purpose of:

_____ .

I WILL / WILL NOT collect fees for admission and/or for food or beverages, and, if I
will, it is for the purpose of

_____ .

There WILL / WILL NOT be more than twelve (12) guests under age eighteen (18); if so,
the separate chaperon will be:

(NAME) _____ (AGE) _____ .

I agree to abide by all the rules established for the use of the Party Room/Patio and to hold
harmless Colecroft Station Condominium Unit Owners Association, their employees, and
the management agent of any and all responsibility and liability relating to my use of the
party room/patio. I further agree to accept full responsibility for any and all actions by
participants resulting from the use of the Party Room/Patio, and to accept full
responsibility for control of the Party Room/Patio until the function is concluded and/or
the key is returned to the on Site Association Manager.

SIGNATURE: _____ DATE: _____

I also acknowledge that I have received and read the rules in Policy Resolution No. 11
pertaining to the use of the Party Room/Patio before I submitted this request and that I
did not have any further questions about those rules at the time I submitted this request.

SIGNATURE: _____ DATE: _____

APPROVED / DISAPPROVED (brief reason, by and date):

