Village of Valleybrook Rules and Regulations (As of 4.11.2025)



TABLE OF CONTENTS

| SECTION 1: INTRODUCTORY | 3 |
|--|----|
| SECTION 2: GENERAL RULES AND REGULATIONS | 3 |
| SECTION 3: MISCELLANEOUS PROVISIONS | 8 |
| SECTION 4: OUTDOOR POOL RULES AND REGULATIONS | 9 |
| SECTION 5: AMENDMENTS: | 11 |
| ADOPTION OF RULES AND REGULATIONS: | 11 |
| Appendix A: Sanctions for violations of the Village of Valleybrook Rules and Regulations | 12 |
| Appendix B: Tot Lot Rules and Regulations and DO'S and DON'T OF TOT LOT USAGE | 13 |
| Appendix C VALLEYBROOK CLUBHOUSE RENTAL AGREEMENT | 14 |
| VALLEYBROOK CLUBHOUSE AND AGREEMENT TERMS AND CONDITIONS | 16 |
| VALLEYBROOK CLUBHOUSE RENTAL CHECKLIST | 16 |

VALLEYBROOK HOMEOWNERS' ASSOCIATION, INC. POST OFFICE BOX 394 CHESTER HEIGHTS, PENNSYLVANIA 19017

VILLAGE OF VALLEYBROOK RULES AND REGULATIONS – As Amended

SECTION 1: INTRODUCTORY

- 1.1 These Rules and Regulations are promulgated under the Village of Valleybrook Declaration of Easements, Covenants, and Restrictions.
- 1.2 See Mortgage and Deed Documents and Title Insurance Policy for restrictions to Homeowners.

SECTION 2: GENERAL RULES AND REGULATIONS

- 2.1 Garbage and trash shall be placed in covered containers or tied bags and shall be placed at curbside for collection after 6:00PM on the day immediately preceding the day of collection. Example: Sundown on Monday for Tuesday Trash collection. Empty containers shall be removed from curbside not later than 11:00PM of the day of collection. Garbage containers must be discreetly concealed/stored from public view. Any debris, litter or trash left at the curbside after collection must be completely removed not later than 11:00PM of the day of collection. (Amended 5.10.2022)
- 2.2 No signs, banner or notice shall be erected upon any lot or the Common Properties; nor shall any sign, banner or notice be displayed in or upon any portion of a Living Unit. "For Sale" signs which conform to the Chester Heights Borough Sign Ordinance shall be permitted with prior written permission of the Board of Directors. The Board of Directors shall be permitted to erect such signs, banners, and notices as it shall in its sole discretion deem appropriate. Celebratory signs, such as: Happy Birthday, Welcome Home, New Baby, etc., are permitted, but not to exceed 72 hours. Flags are not banners nor signs.
- 2.3 All front and rear lawns and landscaped areas of lots shall be maintained, mowed, and trimmed at such time as are necessary to present a neat appearance, to include grass and weed height of six inches or less. Residents will be required to remove all items from the front lawn areas of their respective unit, lot or adjacent common property at sundown. All lawns, shrubs, trees, hedges, or bushes shall be maintained in a reasonable manner by the Homeowner to preserve the landscaping design established for the Village of Valleybrook. This includes, but is not limited to maintaining shrubs, trees, hedges, and bushes so that neither sidewalks nor common lighting maintained on Lots are obstructed. Height of Shrubbery/bushes under front double windows shall be maintained "At or below lower window molding or ledge." (Amended 6.13.23 by Resolution 2023-5)

- 2.4 No permanent buildings, walls, shacks, permanent clothes trees, storage tanks, garages, barns, detached sheds, dog houses, shelters, lean-tos, tool houses, basketball standards, trampolines, permanent tents, permanent playhouses, swing sets or swings of any type, ramps or similar equipment which facilitate flight of bicycle, storage bins or other structures shall be commenced, erected, maintained, placed, or situated upon any Lot or the Common Properties. All large items, structures, and/or objects are not permitted to be in the front yard of any homeowner lot, unit, or adjacent common properties, except for board approved attached retractable awnings and raised flower and garden beds. Fences of a decorative and/or garden style no taller than 3 feet in height, in sections not to exceed 5 feet in length with a minimum of 5 feet in length between sections may be placed on personal property in rear yards only. The fencing may not be chain link, solid wood or slats. Small baby pools may be used in the rear of the property and must be always situated between the privacy walls on the rear deck or patio area and must be emptied and stored when not in use. The Board of Directors shall be permitted to commence, erect, maintain, place, or situate upon the Common Properties, such buildings, fences, walls, and other structures as deemed appropriate. Any of the aforesaid items in the preceding sentences are subject to removal by the Board of Directors without liability for damage, and the owner shall be responsible for all costs incurred. (Amended 7.26.22)
- 2.5 Except with the prior written consent of the Board of Directors, no statues, sculptures, bird baths, replicas of animals or other objects of this nature shall be erected or maintained on any portion of the Lot.
- 2.6 No exterior addition, change or alteration of any kind shall be made to a Living Unit or any portion thereof, such limitations to include, by way of illustration, changes to exterior paint color including shingle color, changes to dividers and shutters or to their location and installation of storm doors and storm windows, mailboxes, antennas, excluding small satellite dishes professionally installed by licensed contractors, outdoor wiring, outdoor lighting, chimneys, etc. All Homeowners shall install and maintain a storm door. Exteriors of Living Units shall be kept in good repair by the Homeowner thereof. All interior work performed must comply with local, state, and federal building codes. Exterior color scheme for normal repairs are as follows: Replacement Front Doors must be painted in approved colors (refer to exterior color specifications). Replacement Shutters must be Federal Brown or Musket Brown, trim shall be painted to match. Storm Doors must be brown in color or equivalent (depending on manufacturer, architecture approval required). Replacement Roof Shingles must be per approved specification for color, type, and style; refer to current Valleybrook Roof Specification. No portion of a Lot shall be paved or excavated other than the portions already paved and excavated. (Amended 9.2011)
- 2.7 Snow and ice shall be removed by the Homeowner or resident from all sidewalks traversing or fronting his lot within twenty-four hours after the cessation of the snowfall and shall remain free of ice and drifts in the same manner.
- 2.9 Traffic control signs, parking signs and/or street markings installed by the Board of Directors shall be obeyed by all residents, their families, guests, and invitees.

- 2.10 All animals must always be leashed when not inside a Living Unit. No animal shall be left unattended at any time. The leash of any restrained animal shall be of a length necessary to permit the Homeowner control of the animal. The owner of an animal shall always be responsible for removal of litter of such animal, to include the animal walk areas. Use of "POOPER SCOOPER" is highly recommended. Specific areas of the Common Properties will be designated as "animal walks" from time to time. The current "animal walks" are:
 - (i) the lighted strip of wooded property along Bishops Drive, to the rear of the pool and up to the rear property line of #258;
 - (ii) The grassy strip between the curb and tree line along Kings Drive.
 - (iii) Unattended animals on common property and unattended animals (even if leashed) on private property other than that of the animal's owner shall be subject to a fine of \$200.00 for a first offense. All other violations of Section 2.10 including without limitation animal use of common property other than designated animal walks and to and from animal walks and failure to remove animal litter from animal walk areas or any other property shall be subject to a fine of \$100.00 for a first offense. (Amended 12.2007)
- 2.11 No pistol, revolver, rifle, shotgun, or firearm of any kind whatsoever, B-B gun, blow gun, air rifle, airsoft gun, paintball gun, bow and arrow or any other similar device capable of ejecting or transmitting a projectile shall be discharged upon any Lot or the Common Properties. Throwing of axes, hatchets, knives, or other edged weapons is not permitted upon any Lot or the Common Properties. Usage of a laser pointer, laser gun and/or any device with a laser is also not permitted on any Lot or the Common Properties. Damage to common or private property as a result of violations to this rule is the liability of the guardian owner or responsible party who discharged the projectile. (Amended 6.22.2021)
- 2.12 No dirt bikes, trail bikes, all-terrain vehicles, snowmobiles, or any other unregistered motorized vehicle, off-road or on-road, shall be operated or parked on any Lot, parking lot, street, court, drive, or portion of the Common Properties. All the above-mentioned vehicles shall be towed away or otherwise moved by the Board of Directors without liability for damage, and the Owner shall be responsible for any all costs incurred. Skateboarding and use of scooters is also prohibited on any Lot, parking lot, street, court, drive or portion of the Common Properties. (Amended 4.12.2005)
- 2.13 No activity shall be conducted upon any Lot or the Common Properties, which shall unreasonably disturb or annoy or interfere with the rights, comfort, or convenience of the Homeowners of Lots.
- 2.14 Notwithstanding Section 6 hereof and any other provision to the contrary, satellite dishes, off-the air television antennas and multipoint distribution service (MDS) antennas may be installed by a homeowner provided the dish/antenna is less than one meter (39 inches) in diameter, is mounted on the roof of the homeowner's unit, is black or gray in color, a written application therefore has been submitted in advance to the Architectural Control and Compliance Committee and subject to the Borough of Chester Heights' issuance of a building permit and any other permits or approvals which it may require.

- 2.15 At the time of resale or transfer of any unit, the new owner shall pay a capital improvement fee in the amount equal to one full year of monthly assessments, or \$3,600, to the Association. Gratuitous transfers between spouses, parent and child, siblings, and grandparent and grandchild are exempted from payment of the capital improvement fee. The new owner, his heirs, successors, and assigns shall be responsible for all costs of collection including without limitation the Association's attorney's fees and interest if the capital improvement fee is not paid at the time of transfer. (effective 1 April 2024)
- 2.16 There shall be a fee payable to the Association for a resale certificate pursuant to Section 5407 of the Uniform Planned Community Act in the amount of \$350.00. If the certificate is requested and/or issued in a month prior to the month in which settlement is scheduled, the unit owner shall prepay all monthly assessments through the month of settlement, and there shall be an additional fee of \$350.00, i.e., for a total fee of \$700.00. There shall be a similar additional fee of \$350.00, i.e., for a total fee of \$700.00 if a unit re-inspection is performed or if a supplemental certificate is prepared and issued. (Amended 2.14.2023 by Resolution 2023-3 effective 1 April 2023)
- 2.17 through 2.24 Vehicle & Parking Rules and Enforcement Policy (adopted 4.11.2025)
- 2.25 Use of fire pits, chimineas, tiki torches and other open flame devices (citronella candles contained in an appropriate vessel shall be exempt from this rule) shall conform to the following safety guidelines: apparatus must be placed a minimum of fifteen (15) feet from a combustible surface; apparatus must be placed upon an appropriately sized burn mat or upon concrete; apparatus shall be covered by a screen at all times; flammable materials shall be stacked below the lip of the vessel at all times; a working hose, a Class A water or a Class ABC dry chemical fire extinguisher must be present at all times when the apparatus is in use; apparatus shall be attended by an adult at all times when in use. Only seasoned wood may be burned in the vessels; ash must be placed in a metal container with a tightly secured lid for disposal. The Board has voted to allow homeowners whose backyards immediately abut HOA property, to temporarily use those areas necessary to allow a fifteen (15) feet distance between their combustible deck/structure and their open flame device, while actively using their device, with the requirement that the device, and all accumulated ash, be removed as soon as it is safe to do so, and in any event, no later than 10:00 AM the following morning. The Board has voted to allow homeowners to temporarily use their front lawn area necessary to allow a fifteen (15) feet distance between their combustible deck/structure and their open flame device, while actively using their device, with the requirement that the device, and all accumulated ash, be removed as soon as it is safe to do so, and in any event, no later than 10:00 AM the following morning. Temporary use of the front lawn area and/or HOA property does not waive any of the above safety guidelines which must still be adhered to, in full. The Board reserves the right to perform routine inspections to ensure compliance.

The sanction schedule for violation(s) of Rule 2.25 is as follows:

- (i) A first violation will result in a written warning.
- (ii) A second violation will result in a \$100 fine plus all costs, including attorney fees, incurred in the collection of the fine.
- (iii) A third violation will result in a \$200 fine plus all costs, including attorney fees, incurred in the collection of the fine and a 30-day suspension of Membership.

(Amended 5.26.2021)

2.26 Discharging fireworks is prohibited upon any Lot or the Common Properties (refer to Borough Code Section 130-4, subsection I and PA Act 43, Section 43, Article XXIV, Section 2404 Use of Consumer Fireworks (b)(1) through (b)(5)).

The sanction structure for violation(s) of Rule 2.26 are as follows:

- (i) A first violation will result in a \$200 fine plus all costs, including attorney fees, incurred in the collection of the fine.
- (ii) A second violation will result in a \$400 fine plus all costs, including attorney fees, incurred in the collection of the fine.
- (iii) A third violation will result in an \$800 fine plus all costs, including attorney fees, incurred in the collection of the fine and a 30-day suspension of Membership. (Adopted on 6.13.2023 by Resolution 2023-6)

SECTION 3: MISCELLANEOUS PROVISIONS

3.1 Any request for authorization by the Board of Directors to conduct activities pursuant to these Rules and Regulations, shall be submitted in writing at least 30 days prior to the commencement of the activity. The request shall contain a detailed description of the activity, including photographs or diagrams whenever these are necessary to present a detailed description. All requests shall be submitted to the Architectural Control and Compliance Committee for a recommendation prior to final action by the Board of Directors. The Board of Directors will acknowledge receipt of all requests through a confirmation letter. The date of the confirmation letter will be considered the date of submittal of all requests. The decision of the Board of Directors shall be in writing and shall be forwarded to the applicant within 30 days from the date of the confirmation letter. Any exterior addition, change or alteration, including without limitation those described in Section 2.6, done without prior written approval from the Board of Directors shall be a violation, subject to a fine of \$200.00 per day until the work ceases or is corrected to the satisfaction of the Board of Directors. (Amended 9.2011)

Address: Architectural Control and Compliance Committee

Valleybrook Homeowners' Association, Inc.

PO Box 394

Chester Heights, PA 19017

3.2 Borough of Chester Heights reserves the right to STOP any exterior Living Unit work being performed without prior proper approval from Village of Valleybrook Architectural Committee, the Board of Directors, or the Borough of Chester Heights.

SECTION 4: OUTDOOR POOL RULES AND REGULATIONS

- 5.1 Pool use is reserved for Valleybrook Class A Homeowners or renters of a Class A Homeowner occupying the Unit and their guests provided that the Homeowner is a member in good standing. (Amended 3.25.2014)
- 5.2 A guest will be any person other than the Class A Homeowner of a Living Unit and his or her co-habitants or family members who have the Living Unit as a primary residence. A valid government-issued photo identification or school identification may be required to verify proof of residence. Any dispute relative to primary residence shall be resolved by the Board of Directors. (Amended 5.24.2019)

Guest fees will be as follows per Person (Amended 2.14.2023 by Resolution 2023-4):

Under 10 years of age: \$5.00 10 years of age and older: \$10.00

- 5.3 Guest pass cards may be purchased at the clubhouse during office hours, in accordance with the above Fee Schedule.
- 5.4 Management passes may be issued by the Board of Directors for special situations, i.e., an extended family visitor, a baby-sitter, etc. Charges for these passes will be determined on a case-by-case basis by the Board of Directors.
- 5.5 The pool may not be rented by an individual for private parties of any kind during the regularly scheduled pool hours.
- 5.6 Guests attending private clubhouse parties during the regularly scheduled pool hours are NOT permitted in the pool area or on the deck unless those guests are Valleybrook Homeowners. Guests are limited to 5 persons per family/household unless prior approval from the pool management staff and the Clubhouse manager has been granted. (Amended 8.2002)
- 5.7 Alcoholic beverages are not permitted in and around the pool area during regularly scheduled pool hours.
- 5.8 All residents must present identification cards to the pool attendant each time you enter the pool area. ID Cards will be maintained in a file box for the entirety of each visit to the pool. A card will be issued to each member of a homeowner's family who is at least three years of age. New Homeowner/Guests will be issued pool cards after supplying a postage size (1" x 1") photo of each resident family member.
- 5.9 Identification cards are non-transferable. The pool management/Board of Directors reserves the right to revoke swimming privileges for a violation of this rule.

- 5.10 Children under twelve years of age MUST be accompanied by a person 14 years of age or older, unless prior arrangements and/or approval are agreed to by the Pool Management Staff and the Board of Directors.
- 5.11 Diving will not be permitted from the side of the pool deck. Swimmers, other than divers, shall not be permitted in the diving well except during designated periods.
- 5.12 Any person showing evidence of skin disease, sore or inflamed eyes, cold, nasal or ear discharge, open blisters or cuts will not be permitted to swim.
- 5.13 Any conduct that affects the safety or comfort of other members shall not be permitted. This includes running on the pool deck.
- 5.14 Abusive language, running, pushing, rough housing, curlers or other sharp objects will not be tolerated in the pool area.
- 5.15 Glass bottles will not be permitted within the pool enclosure; however, drinks in a cardboard or plastic container or can will be allowed.
- 5.16 Animals are not permitted within the pool enclosure, provided, however, that those seeking reasonable accommodation for assistance animals may submit a reasonable accommodation request to the Board. (Amended 5.24.2019)
- 5.17 Toys, rubber balls, inner tubes, etc. or artificial swimming aids of any kind will be permitted in the pool at the discretion of the Pool Management Staff only.
- 5.18 Cut-off's are not permitted. Proper swimwear is always required.
- 5.19 Upon advance announcement, the Pool Management Staff has the right to reserve the pool for activity-specific pool events. (Amended 5.24.2019)
- 5.20 The Board of Directors has the right to close the pool whenever the safety or health of the members is endangered. This includes, but is not limited to, inclement weather.
- 5.23 The Pool Management Staff and/or Board of Directors will have the authority to revoke any member's pass for violation or repeated violation of any rule, or for any intolerable action. Any appeal to the revocation must be made in writing to the Board of Directors. Upon receipt of a written appeal, the Board of Directors will hold a meeting to determine whether the revocation is upheld or reduced. By example, smoking and chewing gum is defined as examples of intolerable actions.
- 5.24 These Village of Valleybrook Outdoor Pool Rules and Regulations may be amended as needed, by the Board of Directors, as an exception to Section 7 below.

Note: The Pool Management Staff is on duty for your protection. Your cooperation is expected.

SECTION 5: AMENDMENTS:

These Rules and Regulations may be amended by the Board of Directors taken pursuant to the Bylaws of the Valleybrook Homeowners' Association, Inc., the Village of Valleybrook Declaration of Easements, Covenants and Restrictions and other applicable laws and statutes.

ADOPTION OF RULES AND REGULATIONS:

The above Rules and Regulations, including Annex A w/Attachments A, B, and C, and Appendix A, B, C, and D are adopted, as amended, by the Members of the Village of Valleybrook Board of Directors, by resolution and vote of Six (6) for, to One (1) against on 8 July, 1997, at Chester Heights, Pennsylvania.

Directors Approving:
George Patti, President
Chuck Pancoast, Treasurer
Maureen Mascioli
Eileen Vella, Secretary
Scott Reynolds, Vice President
H. Fred Hamel

<u>Directors Dissenting</u>: Michael Harrison

Appendix A

Sanctions for violations of the Village of Valleybrook Rules and Regulations

A.1 First Offense is subject to the following: (Amended 11.2005)

| Para | Sanction, Assessment or Fine |
|---------|---|
| 1.1 | Not Appropriate. |
| 1.2 | Not Appropriate. |
| 2.1 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.2 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.3 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.4 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.5 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.6 | \$200.00 minimum and/or Expenses/Costs plus. (amended 3.23.2014) |
| 2.0 | Any exterior addition, change or alteration, including without limitation those described in Section |
| | |
| | 2.6, done without prior written approval from the Board of Directors shall be a violation, subject |
| | to a fine of \$200.00 per day until the work ceases or is corrected to the satisfaction of the Board of |
| | Directors. |
| 2.7 | (Amended 9.2011) |
| 2.7 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.8 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.9 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.10 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| | Unattended animals on common property and unattended animals (even if leashed) on private |
| | property other than that of the animal's owner shall be subject to a fine of \$200.00 for a first |
| | offense. All other violations of Section 2.11 including without limitation animal use of common |
| | property other than designated animal walks and to and from animal walks and failure to remove |
| | animal litter from animal walk areas or any other property shall be subject to a fine of \$100.00 for |
| | a first offense. (Amended 12.2007) |
| 2.11 | \$100.00 minimum and/or Expenses/Costs plus. |
| 2.12 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| 2.13 | \$100.00 minimum and/or Expenses/Costs plus, \$200.00 for skateboard and scooter violations. |
| | (Amended 10.2002 and 3.25.2014) |
| 2.14 | Not Appropriate. |
| 2.15 | \$100.00 minimum and/or Expenses/Costs plus. (amended 3.25.2014) |
| | .24 See Vehicle & Parking Rules and Enforcement Policy (adopted 4.11.2025) |
| 2.25 | See Fine Structure as indicated in Section 2 above (amended 3.23.2021) |
| 3.1 | \$200.00 minimum and/or Expenses/Costs plus. (Amended 9.2011) |
| 3.2 | Not Appropriate. |
| 4.1 | Not Appropriate. |
| 4.2 | Not Appropriate. |
| 5.1 - 5 | .25 As determined by the Board of Directors. |
| 6.0 | Sanctions for violations of the Village of Valleybrook Renting Guidelines |
| | \$100.00 minimum or Expenses/Costs plus. (Amended 3.25.2014) |
| 7.0 | Not Appropriate. |
| | |

- A.2 Second Offense will cause the above identified First Offense sanction, assessment or fine to be doubled.
- A.3 Third Offense will cause the above identified Second Offense sanction, assessment or fine to be doubled. (Amended 2.2006)

Appendix B

(The Appendix B reading – "Tennis Court Rules and Regulations" & "Do's and Don'ts of Tennis Court Usage" was removed) (amended 3.25.14)

Tot Lot Rules and Regulations

- B-1. The Tot Lot shall be open for use during daylight hours at such times as the Board of Directors shall determine. This playground was designed for children. Children above the age of twelve (12) are not permitted to use this facility for fear of damage to the equipment.
- B-2. Tot Lot use is restricted to only those residents who are current in paying maintenance fees and their guests.
- B-3. Players on the Tot Lot are requested to follow the standard rules of etiquette while using these facilities. The abuse of these rules should be brought to the attention of the Board of Directors. (amended 3.25.14)
- B-4. The Board of Directors reserves the right to revoke the Tot Lot privileges for any person or persons who are in violation of these rules.
- B-5. Report any damage of the facilities to the clubhouse staff, Board of Directors to assure corrective actions are taken. (amended 3.25.14)
- B-6. All children under ten years of age MUST be accompanied by a person 14 years of age older. (Amended 5.24.19)

DO'S and DON'T OF TOT LOT USAGE

Do leave your facilities in a neat condition - Use the trash cans provided.

Do be courteous and considerate of others using the facility.

Do report injuries resulting from the use of these facilities to the staff or management.

- - - - - - - - - -

Do not distract those using the equipment.

Do not monopolize the use of the equipment.

Do not create a disturbance that will annoy other players and spectators.

Appendix C

Valleybrook Clubhouse Rental Agreement

(Updated 4/1/23)

| (here |) and, homeowner of # after referred to as RENTER) for a fee of Three Hundred | |
|----------------|--|--|
| WITN | <u>ESSED</u> | |
| grant subje | ER has requested the use of certain facilities of VBHA, an RENTER the use of the clubhouse onct to the following terms and conditions. The rental will maximum, unless otherwise noted. | , 20 |
| <u>FEES</u> | | |
| 2. | A Three-Hundred-dollar (\$300.00) rental fee, payable to check, is required for all clubhouse rentals. In addition, a One Hundred dollar (\$100.00) non-refund required, payable in cash only. All fees must be paid in full prior to the date of the rental RENTER shall remain fully responsible for all losses and personal property or real property of VBHA that occur period, and additional fees will be incurred. | dable cleaning fee is tal. damage to the |
| | RENTER Signature Clubhouse Mana | ger Signature |

| PRF | /POST | INSPF | CTIONS |
|-----|-------|-------|--------|
| | | | |

A pre-inspection of the requested rental facilities will be completed by RENTER and Clubhouse Manager. RENTER will outline below any pre-existing damage or issues to the facilities. Anything not listed below will be subject to full coverage by RENTER.

| MAINTENANCE AND INSPECTION COMMENTS |
|-------------------------------------|
| Pre-Inspection Notes: |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| Post-Inspection Notes: |
| 4 |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |
| |

Valleybrook Clubhouse Rental Agreement Terms and Conditions

- 1. RENTER agrees to remain on the premises for the duration of the function for which it is rented.
- 2. RENTER shall be responsible for any loss or damage to the personal or real property of VBHA incurred, because of RENTER'S usage.
- 3. RENTER shall ensure that all vehicles, including caterer's truck or any vehicle used for loading or unloading, always remain in the parking area.
- 4. RENTER shall ensure that all vehicles park in the designated clubhouse parking lot ONLY. If overflow parking is necessary, RENTER shall ensure that all overflow vehicles park along the clubhouse island and DO NOT park in front of residences.
- 5. No tape, tacks, nails, or staples may be used on clubhouse walls or ceilings when decorating by RENTER. Decoration may be placed on windows. RENTER shall not close off, cover, or decorate the two vents or intake grills located between the office and storage doors.
- 6. RENTER shall not have music played outside of the clubhouse. Music shall be completed by 11:30 p.m., regardless of the event.
- 7. RENTER shall ensure that residents in the surrounding area are NOT disturbed by guests/party attendees or loud music.
- 8. RENTER shall not leave clubhouse doors or windows open when the heater or air conditioner is in use, or when loud music is playing.
- RENTER is responsible to ensure that under-age drinking of alcoholic beverages is prohibited.
- 10. RENTER is responsible to ensure that party guests do not use parking lots for sports or any game activity after dark.
- 11. RENTER is responsible for ensuring that party guests remain in the clubhouse for the duration of the function. The walkways, grass areas, pool and basketball court are prohibited.
- 12. RENTER understands that the public areas surrounding the clubhouse are NOT part of this rental agreement.
- 13. Storage and management offices shall not be accessible by the RENTER or guests at any time.
- 14. The clubhouse shall be vacated no later than midnight on the day of rental.
- 15. Tables and chairs shall be stacked on the carts provided and returned to the storage closet. If tables and chairs are not stacked and/or returned to the closet, an additional \$20.00 fee will be added, payable by RENTER.

- 16. Bathrooms shall be cleaned and free of trash following use by RENTER.
- 17. All kitchen facilities shall be cleaned and free of grease, dirt, or debris after use by RENTER. The refrigerator shall be emptied and returned to #2 after use. All stove burners and oven control knobs will be in the "OFF" position.
- 18. Any trash or garbage, including (but not limited to) all decorations, along with personal equipment of RENTER shall be removed from the premises by RENTER immediately following the conclusion of the event.
- 19. RENTER shall turn the Clubhouse air conditioner "OFF" and/or set the heater thermostat down to 65 degrees before vacating the premises.
- 20. All windows and doors shall be closed and locked, and the premises secured after use of the RENTER.
- 21. Keys to the Clubhouse shall be deposited in the drop box at the Clubhouse entrance at the time of checkout.
- 22. RENTER is responsible for ensuring that NO SMOKING occurs in the Clubhouse or pool area during the event.
- 23. RENTER will be sure to return all cleaning products (brooms, mops, dustpans, cleaners, etc.) to the supply closet and in their original condition.

| PAYMENT STATUS | |
|--|---------|
| RENTER has paid rental fee (cash/check) on: | _(date) |
| RENTER has paid cleaning fee (cash only) on: | _(date) |
| Clubhouse Manager Signature Post-Inspection: | (date) |