

Village Green Association of Southern Pines, Inc. (the “Association”)

Gatehouse Rules & Regulations

A. General Rules

1. The gatehouse is for the use of homeowners and their accompanied guests, only.
2. MAXIMUM OCCUPANCY: 45
3. For violation by the homeowner(s) or their guests of any rules and regulations established by the board, the right to use of a member may be suspended for a period to be determined by the board
4. No illegal substance will be allowed at any time in the gatehouse (including grounds)
5. The homeowner must be present for the entire time the gatehouse is in use. A homeowner or parent must accompany children while in the gatehouse.
6. The gatehouse must be vacated by 10:00 PM
7. The gatehouse cannot be used for money raising purposes by an individual or organization other than the association.
8. No political, religious, commercial or any other outside organization or group is permitted use of the gatehouse, even though a homeowner is a member of the organization.
9. No homeowner may reserve the gatehouse more than once a month for a group that is not comprised of at least 50% Village residents.
10. Grills used must be on the parking lot pavement area. Grills may not be used on the concrete area next to the gatehouse.
11. Decorations may not be applied with tacks, staples, nails, adhesives or any other damage causing materials.
12. Absolute maximum concentrated (tables & chairs) number of people allowed in gatehouse is 45.
13. The outside doors and windows must be kept closed when the air conditioner or heat is on.
14. The homeowner is responsible for the conduct of his/her guests and proper behavior to prevent damage, nuisance and excessive noise. Proper authorities will be notified immediately in the event of any illegal activity.
15. No smoking in the gatehouse and no cigarette butts or other trash or debris may be left on the lawn or other outside area.
16. Parking must be in the gatehouse parking area or designated guest parking only. No parking in the circle in front or on grass areas.

B. Special rules for parties by/for minors:

1. One (1) adult must be present at all times for every five (5) minors. The homeowner must be present as provided in Rule A.5.
2. In addition to Rule A.4, no alcoholic beverages of any kind are allowed at any time in the gatehouse (including grounds,)
3. The gatehouse facilities must be vacated by 10:00 pm.

C. PROCEDURE TO RESERVE GATEHOUSE:

1. Contact the communications committee chair via phone or email to verify availability. The request date will not be considered to have been accepted by the Association until the reservation form and deposit fee have been received.
2. Complete and submit the Gatehouse Reservation Form to the Communications Committee Chair **no later than the 2nd Saturday of the month prior to the event.**
3. Reservation may be made up to a maximum of six (6) months in advance,
4. A security deposit of \$50.00 is required payable to Village Green Association of Southern Pines, Inc.. The security deposit may be retained by the association as part payment of any expense for cleaning, damage and/or loss to the association property. If the deposit is not sufficient to cover the fair value of such cleaning and property, then the homeowner will be responsible to reimburse the association for any additional expense as determined by the board.
5. The gatehouse key is released to the homeowner the day before the event when the following has occurred:
 - a. Signed gatehouse reservation agreement is received and approved by the HOA Board.
 - b. Security deposit is received.
6. The homeowner is responsible for clean-up of gatehouse (including grounds) immediately after event.
7. The security deposit is refunded when the following occurs:
 - a. The key is returned to the communication committee chairperson (or designee). The key must be returned by noon the following day of the event.
 - b. The gatehouse is inspected for cleanliness, damage or loss by a member of the board and found in acceptable condition.
8. Homeowner may make a donation to the Association to offset usage expenditures.

D. CLEANUP OF GATEHOUSE

1. Users must supply towels, dishcloths, paper towels and trash bags.
2. Remove all trash (inside and outside gatehouse). **DO NOT** leave trash at gatehouse.
3. Clean all gatehouse areas used: bathrooms, kitchen, sinks, appliances, tables, etc.
4. Vacuum floor and mop if needed.
5. Return furniture to original location
6. Set thermostat at 60 degrees (winter heat) or 85 degrees (summer air conditioning).
7. Leave refrigerator turned ON with door closed
8. Turn OFF all inside lights.
9. Remove all decorations, signs, balloons, etc. both inside and outside the gatehouse. Carefully remove paint-safe tape from painted trim.
10. Lock all doors and windows. (See Rule C.7 for return of keys)

****NOTE:** Any violations not mentioned above may result in a charge to your Association account or forfeiture of all or a portion of your deposit. The reserving homeowner is responsible for all cleaning, as well as any damage, or vandalism that occurs as a result of the building being left unlocked/unsecured. Damage to any furniture, windows, walls (including, for example, damage to painted surfaces from holes made by tacks or decorations or otherwise) or other structures will be assessed and replaced/repared at the homeowner's expense.

**Village Green Association of Southern Pines, Inc.
Gatehouse Reservation Form**

Name of Homeowner: _____

Address: _____

Phone # _____ **e-mail Address** _____

Date of Event ____/____/____ **Start Time:** _____ **End Time:** _____

Notes:

I acknowledge I have been given a copy of the rules and regulations governing the gatehouse and a Clean-Up checklist and I agree to abide by and to use the gatehouse in compliance with these rules and with all applicable laws and regulations. I acknowledge that applicable laws and regulations include, for example, laws and regulations governing alcoholic beverages and that it is my obligation to investigate the applicability of laws and regulations governing alcoholic beverages to my planned activities. I also understand that if I lose the gatehouse key, I will be charged by the association for the cost of new door locks, the installation, and the duplication of new keys needed. (homeowner initials) _____

Deposit (\$50.00) – Check # _____

Type of Function: _____

All homeowners using the gatehouse do so at their own risk and accept full responsibility and liability for themselves and their guests. Each and all of Village Green Association of Southern Pines, Inc. (the “Association”) and its officers, directors, agents, employees, and volunteers is to be free from any and all liabilities and claims for damages by reason of any injury allegedly sustained by any person or entity (including, but not limited to, me and my invitees) or to any real or personal property from any cause or causes whatsoever while in, upon or in any way connected with the gatehouse or adjacent areas or any use hereunder.

MAXIMUM OCCUPANCY: 45

I shall comply, and ensure that my invitees comply, with all applicable laws and regulations including, but not limited to, the social host liquor liability laws and the North Carolina ABC laws. The Association does not have liquor insurance. Therefore, it is understood that the individual reserving the gatehouse is responsible for the consumption of alcohol by his/her guests and will assume full responsibility for all alcohol related/influenced activities including, but not limited to, drunk driving liabilities.

Duplication of the Gatehouse key will result in the loss of Gatehouse privileges.

I shall indemnify, defend and hold each of the Association and its officers, directors, trustees, employees, contractors, representatives and volunteers harmless from all claims, demands, costs, damages, and causes of action (including, without limitation, those arising from or relating to social host liability) asserted thereagainst by any person or entity for any injury allegedly sustained by any person or entity (including, but not limited to, me and my invitees) or to any real or personal property from any cause or causes whatsoever while in, upon or in any way connected with the gatehouse or adjacent areas or any use hereunder.

The Association shall not, in the event of the unavailability of the gatehouse or any breach of this agreement by the Association, for any reason, be liable for any breach or damages (including, without limitation, incidental, special, indirect, punitive, exemplary or consequential damages), whether based on tort, contract, proprietary rights or any other legal theory, even if I previously advised the Association of the possibility thereof.

The Association reserves the right to terminate this agreement, without recourse or liability thereto, (a) in the event of unscheduled closure (in which event the deposit shall be refunded to me) or (b) in the event of violation or breach, anticipatory or otherwise, of this agreement by me.

The Association may retain, destroy, or dispose of any property left in or near the gatehouse upon the expiration of this agreement without notice to me or otherwise.

This is the _____ day of _____, 20__.

Signature: _____ Date: _____

Address: _____
