

# LA QUINTA HOMEOWNERS ASSOCIATION

## CLUBHOUSE RULES

Revised June 1, 2012

### General

The Clubhouse is available to Association members who are in good standing and current on all dues and assessments for their own private social functions, and, with restrictions, for those of their tenants.

In accordance with the Declarations for the La Quinta Homeowners' Association, an owner may delegate his right of enjoyment to the common area and facilities, including the Clubhouse, to his tenants. Accordingly, a tenant of a member with common areas privileges may also reserve the Clubhouse, with the understanding that accountability for the tenant's sponsored event and any damage claim or liability from the event remain the ultimate responsibility of the member.

Any event in the Clubhouse must be the member or tenant's own event. The Clubhouse will not be reserved by a member or tenant solely for the purpose of allowing non-members to use the Clubhouse.

### Types of Events

In general, the Clubhouse is not intended to be a venue for regular professional and commercial solicitations; however, members may occasionally host events such as house parties, gift parties, home decorating parties, Tupperware parties, and similar events. Individual personal invitations for these types of events are permitted; however, no activity or event for which the Clubhouse is reserved may be advertised or publicized in a "broadcast" fashion to solicit the attendance of the public at large. No admission may be charged at the door or in advance for any event scheduled in the Clubhouse.

The Clubhouse will not be used for any unlawful purpose.

The Association may refuse to reserve the facilities for any purpose it deems to be disruptive, inappropriate for a private community clubhouse, or detrimental to the best interests of the general membership.

### Size of Events

The Clubhouse and pool areas are modest in size and have limited facilities. According to local fire codes, the maximum number of people who can occupy the Clubhouse is 60. Any parties over this limit will not be permitted to use the Clubhouse.

### Reservations

Clubhouse functions are reserved on a first-come, first-served basis. To request a reservation, a member should fill out the La Quinta Clubhouse Request Form (available on HOA Website: [www.laquintahoa.com](http://www.laquintahoa.com)) and return it to the HOA member designated on the form.

The Board of Directors reserves the right to assess a refundable cleaning/security deposit of \$100 (by check) for member events. This deposit will be returned if the Clubhouse is returned in good order. The check will be made out to the "La Quinta HOA."

The Board further reserves the right to refuse to reserve the facilities on any dates and at any time it deems inappropriate or inconvenient.

## **Pool Access**

The patio areas of the pool and cabana may be reserved, on a case-by-case basis, in conjunction with a Clubhouse event. Any pool activity must be actively supervised by an adult for the safety of members and guests, especially when children are involved. Because an event at the Clubhouse that reserves exclusive pool area access will deprive other members of the use of the pool (especially on weekends), these events will be limited to one weekend day per week – May 1 through September 30.

## **Conduct of Events**

Events shall not normally begin before 10:00 AM. Due to the proximity of member houses to the Clubhouse, all events must be completed by 10:00 PM on weekends and 8:00 PM on weekdays. Sponsoring members are asked to be considerate of nearby neighbors concerning noise generated by an event. If music or an amplified speaker system is used in the pool area, please aim them toward the clubhouse and use moderation with the volume.

No food or drink may be sold at events. The sponsoring member is responsible for preventing the serving of alcohol to minors, and is liable for such occurrences.

The sponsoring member is responsible for, and shall hold the La Quinta HOA harmless from, any and all liability or damage resulting from the actions of his/her guests. The sponsoring member is responsible for the conduct of all guests and hired personnel.

No pets (except service dogs) are permitted in the Clubhouse or pool areas.

No smoking is allowed within the Clubhouse or in the pool area. While in the pool area, pool rules pertaining to glass containers must be observed. Nothing is to be thrown, poured, dropped, or placed into the pool.

Doors and windows are to be kept closed when the heat or air conditioning is on.

## **After the Event**

The sponsoring member is required to return any furniture and fixtures to their original locations.

Upon leaving the Clubhouse, the sponsoring member shall set the temperature at 62 degrees in the winter and 85 degrees in the summer.

The sponsoring member is responsible for turning off all appliances (except the refrigerators), closing windows, closing doors, turning out interior lights and fans (including bathrooms), and locking all exterior doors.

If the member uses the Association's exterior trash can, they will securely bag and close up all trash so that it will not create an odor or insect problem. If there is more trash than the trash can holds with the top closed flush, the member will remove the excess trash from the premises by noon of the following morning (evening event) or 7:00 PM the evening of a day event.

Cleaning the Clubhouse after an event is the sole responsibility of the sponsoring member. Since no fees are levied for use of the facilities, the sponsoring member must provide their own cleaning supplies. Cleaning shall be completed no later than 10:00 AM of the following day, or by 7:00 PM in the evening of a daytime event.

## **Accountability**

As a condition for using the Clubhouse, and to ensure Clubhouse rules are followed, the sponsoring member, or another adult Association member acting in the sponsoring member's stead, must be present during the entire event, must supervise any set-up prior to the event, and must supervise cleanup after the event.

The Association reserves the right to levy charges to a member for any required additional cleaning or damages that are necessary.