

Churchill Village-South

Community Center Policy

Revised
October 1997

Churchill Village-South Community Center Policy

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PREAMBLE

WHEREAS, Article IV, Section 1 of the Declaration for Churchill Village-South requires the Association to manage and control all common areas and to keep those areas in good, clean, attractive and sanitary condition, order, and repair; and

WHEREAS, Article IV, Section 3a of the Bylaws for Churchill Village-South empowers the Board of Directors to provide for care, upkeep, and surveillance of those areas managed by the Association; and

WHEREAS, Article IV, Section 3b of the Bylaws for Churchill Village-South empowers the Board of Directors to collect assessments and/or enforce liens in a manner consistent with the law and the Declaration; and

WHEREAS, Article IV, Section 3c of the Bylaws for Churchill Village-South empowers the Board of Directors to hire managers or other persons to perform the duties and responsibilities of the Association; and

WHEREAS, Article IV, Section 3d of the Bylaws for Churchill Village-South empowers the Board of Directors to promulgate and enforce rules and regulations, including use fees, for common areas maintained by the Association; and

WHEREAS, Article IV, Section 3f of the Bylaws for Churchill Village-South empowers the Board of Directors to suspend a member's rights to use recreational facilities if the member's assessments are more than 30 days late; and

WHEREAS, Article IV, Section 3h of the Bylaws for Churchill Village-South empowers the Board of Directors to supervise all officers, agents, and employees of the Association to see that their duties are properly performed; and

WHEREAS, Article IX, Section 4 of the Bylaws for Churchill Village-South empowers the Board of Directors to appoint committees as it deems appropriate to carry out the Board's purposes; and

WHEREAS, the Board of Directors for Churchill Village-South has determined that the need exists to protect the quality and value of the common area and improvements known as the Churchill Village-South Community Center; and

WHEREAS, the Board of Directors for Churchill Village-South desires to establish rules to regulate the operation and maintenance of the common area and improvements known as the Churchill Village-South Community Center; and

WHEREAS, it is the intent of the Board of Directors for Churchill Village-South to establish and appoint a Community Center Committee to make recommendations to the Board of Directors relating to the creation of rules and guidelines for the operation and maintenance of the common area and improvements known as the Community Center, and to recommend a method of enforcing such rules;

NOW, THEREFORE, BE IT RESOLVED THAT the following shall be the policy regulating the Churchill Village-South community center.

I. Community Center Administration

The Churchill Village-South (CVS) Community Center facilities are located at 13601 Wanegarden Drive in Germantown, MD. The CVS homeowners association owns the facilities.

A. CVS Board of Directors

1. The CVS Board of Directors is responsible for the general operation and management of the Community Center. These responsibilities include, but are not limited to daily operations, periodic maintenance, long-term repair, and improvements.
2. The Board shall exercise sole right to authorize or deny the use of Community Center facilities.
3. The Board, as it deems necessary, may delegate some or all Community Center operations to the Community Center committee or the CVS management agent. The Board also may obtain contractual services necessary for Community Center operations.
4. The Board may fund the Community Center operations through the general assessment, replacement reserves, and Community Center usage fees established by the Board.
5. The Board shall appoint one board member to serve as the Community Center administration liaison. This member shall also serve as an *ex officio* member of the CVS Community Center Committee.

B. Community Center Administrator

1. The Board of Directors may hire an administrator to manage Community Center operations.
2. As a minimum, the Administrator will perform the following duties:
 - a. Process rental applications (Appendix B)
 - b. Schedule Community Center rentals
 - c. Maintain a rental log
 - d. Schedule Community Center inspectors on a rotating schedule
 - e. Schedule emergency cleanings
 - f. Inspect the Community Center weekly
 - g. Coordinate repairs and maintenance with the management company
 - h. Submit a monthly written report to Board of Directors including copies of the rental log and inspection reports
 - i. Make recommendations for Community Center improvements
 - j. Maintain the Community Center checking account
3. The Community Center administrator will serve as an *ex officio* member of the Community Center committee.

C. Community Center Committee

1. The Board shall appoint a CVS Community Center Committee consisting of three or more CVS residents. If committee membership is less than three persons (excluding *ex officio* committee members), the Board will assume all committee responsibilities.
2. The Community Center administrator and a Board member shall both serve as *ex officio* committee members.
3. The Committee will provide broad association-wide input on all aspects of Community Center operations.
4. As a minimum the committee shall:
 - a. Make recommendations for improving center operations
 - b. Make recommendations for improving the facilities
 - c. Evaluate bids related to the Community Center and make recommendations to the Board
 - d. Provide inputs to the annual budget process
 - e. Promote Community Center use

D. Community Center Inspectors

1. The Board may appoint Community Center inspectors to examine the facilities after each use.
2. The Board may compensate inspectors from an inspection fee charged to Community Center renters.
3. As a minimum, an inspector shall:
 - a. Inspect the Community Center after each rental using an inspection checklist (Appendix C)
 - b. Return completed checklists to the Community Center administrator
 - c. Note any maintenance issues and report them to the administrator

E. Community Center Cleaning Service

1. The Board shall hire a cleaning service to regularly clean the Community Center.
2. The Community Center shall be cleaned a minimum of every 14 days.
3. The Board may hire an alternate cleaning service to provide emergency or special cleaning services.

II. Community Center Rules

All users shall comply fully with the Regulations set forth in Appendix A hereto.

III. Community Center Rental Procedures

A. Who can use the Community Center

The CVS Community Center can be rented by the following people:

1. CVS members - these are homeowners in Churchill Village-South. CVS members must be current in their CVS assessments.
2. CVS renters with a CVS sponsor - these persons live in CVS, but rent their home; however a CVS homeowner agreed to sponsor the renter for using the center. Renters should try to obtain their landlord as a sponsor. CVS sponsors must be current in their CVS assessments.
3. Non-members with a CVS sponsor - these are not CVS homeowners or residents; however, a CVS homeowner has agreed to sponsor the non-member for using the center. CVS sponsors must be current in their CVS assessments.
4. Non-members without a CVS sponsor - these persons are not CVS homeowners or residents and they have not obtained a CVS homeowner as a sponsor.
5. Recurring groups - these are groups that use the center periodically. Examples of such groups include boards, committees, and classes.

B. Applications

1. Applications for renting the Community Center can be obtained from the management company or the Community Center administrator. Appendix B is the rental application.
2. All rental times on the application must include time to set up and clean up the Community Center.
3. Completed applications must be submitted to the Community Center Administrator at least 2 weeks before the scheduled activity. Applicants must include a check with the completed application to cover all costs including the rental fees, inspection fee, and security deposit. Appendix D lists the costs. The check should be made payable to "Churchill Village-South."
4. The CVS Board, its committees, its sub-association boards, and their committees are not required to submit a written application. The president (or chairperson) of these groups can contact the Community Center administrator at any time to schedule the Community Center. These groups will not be charged for using the Community Center.
5. Reservations for recurring activities will be made for no longer than 6 months at a time. Recurring activities may not be scheduled for Friday nights, Saturdays, or Sundays without the written permission of the Board of Directors. The CVS Board, its committees, its sub-association boards, and their committees may schedule their recurring meetings for a calendar year.
6. After receiving a completed application, the Community Center administrator will schedule the Community Center facilities. If the application is approved, the administrator will confirm the reservations promptly. The administrator will also schedule a building inspector to inspect the Community Center after the activity.

7. Cancellations made within seven calendar days of the activity are subject to the cancellation fee listed in Appendix D.

C. Using the Community Center

1. The Community Center administrator will make arrangements for the applicant to pick up and drop off Community Center keys.
2. All Community Center users should review the Community Center Inspection Checklist before using the center to ensure that the center is in good condition. Users should report any discrepancies immediately to the Community Center administrator or the management company.

D. Clean up, Inspection, and Return of Security Deposit

1. Community Center users are responsible for the cleaning the Center immediately after their activity. Users are also responsible for complying with all items listed on the Community Center Inspection Checklist (See Appendix C.)
2. A building inspector will inspect the Community Center after the activity, but before the next scheduled activity. The inspector will ensure that the user has complied with all items on the building inspection checklist. The inspector will note any violations as part of the inspection report. If the CVS Board, its committees, its sub-association boards, or their committees are using the Community Center, the president (or chairperson) must complete the building inspection checklist and return it to the management company or the Community Center administrator.
3. Users not complying with the Community Center Inspection Checklist will be subject to special usage fees as indicated on the checklist. These fees will be deducted from the security deposit.
4. If a user fails to clean the center after an activity, the Community Center administrator will schedule an emergency cleaning. Cleaning costs will be deducted from the security deposit.
5. Any damage to the center, its furnishings, fixtures, or surrounding grounds shall be deemed a violation of this policy. Only persons authorized by the Board of Directors shall make repairs to Community Center facilities. All repair costs resulting from an activity will be deducted from the security deposit.
6. If the additional charges described in this section exceed the security deposit, the user will pay the difference. This amount will be due and payable upon written notification to the user. The association shall have the right to file a lawsuit to collect unpaid amounts. The user will be responsible for all costs, including all legal fees, incurred during the collection process.
7. Refundable deposits will be returned within 21 business days after the activity.
8. Any request for appeal of damage determination and/or assessment must be made according to the appeal procedure in Section IV.

IV. Appeal Procedure

- A. Any Community Center user who is aggrieved by any action of the Community Center administrator or building inspector may appeal the action to the Board of Directors.
- B. Any request for appeal must be made in writing to the Board of Directors. The Board must receive the request within 10 days after it has notified the user of any additional assessment.
- C. After receiving the request, the Board will schedule a hearing to be held in executive session. The user requesting the appeal will be notified of the hearing date and time at least 10 days before the hearing.
- D. At a hearing before the Board of Directors, the following procedures will be followed:
 - 1. Proof of the notice of hearing and the invitation to be heard will be placed in the minutes of the hearing. This requirement is waived if the Community Center user appears at the hearing.
 - 2. The Community Center administrator and the building inspector will present the information concerning the alleged violation. The administrator and inspectors will be afforded a presentation time not to exceed 10 minutes.
 - 3. The Community Center user, if present, may present information regarding the alleged violation. The user will be afforded a presentation time not to exceed 10 minutes.
 - 4. Within 15 days after the date of the hearing, the user will be advised, in writing, of the decision made by the Board of Directors.

V. Amendments

The Churchill Village-South Board of Directors may amend this policy from time to time.

Effective date: November 15, 1997

Approved:

Date

President

Churchill Village-South Community Center Policy

Appendix A

Rules and Regulations

CHURCHILL VILLAGE SOUTH COMMUNITY CENTER RULES AND REGULATIONS

I. Rules

- A. The key may be picked up from the building Administrator on the day of the function or at another time by prior arrangement.
- B. The key shall be left in the Community Center drop box.
- C. All furnishings must be arranged in their original positions.
- D. All trash must be collected and placed in the dumpster.
- E. The entire Community Center, internally and externally, shall be left in its original condition.
- F. All lights, including restrooms, shall be turned off, except those in the foyer, and the front door area.
- G. All doors and windows shall be closed and locked.
- H. Smoking is prohibited inside the building.
- I. **The pool and deck areas are off limits.**
- J. The Churchill Village South Community Center Policy is incorporated herein by reference and all provisions of said policy shall be adhered to by the user.
- K. The Churchill Village South Community Center Inspection Checklist shall be used as a basis for the charges to the user in the event of non-compliance with these rules.
- L. The maximum building occupancy must not exceed the number set forth in the occupancy permit issued by Montgomery County.
- M. Pets are prohibited except for seeing-eye dogs.
- N. Alcoholic beverages or tobacco products must not be sold on the premises.
- O. All Community Center users must comply with all governing drinking-age laws and requirements.
- P. The Community Center Office is off limits to all users except management, the CVS Board, its committees, CVS sub-associations, and their committees.
- Q. Users cannot store any items in the Community Center.
- R. All children less than 18 years old must be accompanied by an adult. All users must maintain an adult-to-child ration of 1 adult for every 8 children.
- S. Excessive noise that disturbs surrounding neighbors is not permitted.

- T. Any illegal activities are prohibited on Community Center property.
- U. All renters and Community Center users agree to indemnify and hold harmless the Churchill Village South Homeowners Association from all losses, liability, injuries, damages, and expenses (including attorney's fees) resulting from any injury or damage in any way associated with using the facilities.
- V. All Community Center users agree to comply with the rules and regulations promulgated by the Churchill Village South Board of Directors as set forth herein or as modified from time-to-time and displayed in public view within the Community Center.

II. Costs/Charges

- A. Any area, internal or external, needing repair as a result of the user's acts or omissions, or the acts or omissions of user's guests or agent will be repaired at the expense of the user.
- B. Any charge incurred to perform any of the above tasks shall be collected by any of the following means:
 - 1. **Deducted from security deposit.**
 - 2. **Collected from the user.**
 - 3. **Legal action.**

III. User's Rights

- A. All Community Center users shall be entitled to review the building inspection checklist before using the Community Center.
- B. All Community Center users shall be provided with a copy of the Community Center Policy before using the Community Center.
- C. Any Community Center user who is aggrieved by the actions of the Community Center Administrator or building inspector may appeal the decision to the Board of Directors for Churchill Village South Homeowners Association.

IV. Agreement Statement

- A. This agreement for the use of the Community Center, as embodied in the Community Center Policy, and in these regulations and the application signed by the user, shall constitute the entire agreement between the parties, and no variance or modification, thereof shall be valid or enforceable except by written addendum executed and approved by the Board of Directors of Churchill Village South Homeowners Association.
- B. The agreement between the renter and the Association regarding the use of the Community Center supersedes all prior and oral written agreements, negotiations, understandings, and communications regarding such matters.
- C. The user's right to use the Community Center is a revocable license only, and shall not be construed as a lease.

V. Community Center Rental Procedures

A. Who can use the Community Center

The CVS Community Center can be rented by the following people:

1. CVS members - these are homeowners in Churchill Village South. CVS members must be current in their CVS assessments.
2. CVS renters with a CVS sponsor - these persons live in CVS, but rent their home, however, a CVS homeowner agreed to sponsor the renter for using the Center. Renters should try to obtain their landlord as a sponsor. CVS sponsors must be current in their CVS assessments.
3. Non-members with a CVS sponsor - these are not CVS homeowners or residents, however, a CVS homeowner has agreed to sponsor the non-member for using the Center. CVS sponsors must be current in their CVS assessments.
4. Non-members without a CVS sponsor - these persons are not CVS homeowners or residents and they have not obtained a CVS homeowner as a sponsor.
5. Recurring groups - these are groups that use the Center periodically. Examples of such groups include boards, committees, and classes.

B. Applications

1. Applications for renting the Community Center can be obtained from the management company or the Community Center Administrator. Appendix B is the rental application.
2. All rental times on the application must include time to set up and clean up the Community Center.
3. Completed applications must be submitted to the Community Center Administrator at least two (2) weeks before the scheduled activity. Applicants must include a check with the completed application to cover all costs including the rental fees, inspection fee, and security deposit. Appendix D lists the costs. The check should be made payable to "Churchill Village South".
4. The CVS Board, its committees, its sub-association boards, and their committees are not required to submit a written application. The president (or chairperson) of these groups can contact the Community Center Administrator at any time to schedule the Community Center. These groups will not be charged for using the Community Center.
5. Reservations for recurring activities will be made for no longer than six (6) months at a time. Recurring activities may not be scheduled for Friday nights, Saturdays, or Sundays without the written permission of the Board of Directors. The CVS Board, its committees, its sub-association boards, and their committees may schedule their recurring meetings for a calendar year.

6. After receiving a completed application, the Community Center Administrator will schedule the Community Center facilities. If the application is approved, the Administrator will also schedule a building inspector to inspect the Community Center after the activity.
7. Cancellations made within seven (7) calendar days of the activity are subject to the cancellation fee listed in Appendix D.

C. Using the Community Center

1. The Community Center Administrator will make arrangements for the applicant to pick up and drop off Community Center keys.
2. All Community Center users should review the Community Center Inspections Checklist before using the Center to ensure that the Center is in good condition. Users should report any discrepancies immediately to the Community Center Administrator or the management company.

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2. A building inspector will inspect the Community Center after the activity, but before the next scheduled activity. The inspector will ensure that the user has complied with all items on the building inspection checklist. The inspector will note any violations as part of the inspection report. If the CVS Board, its committees, its sub-association boards, or their committees are using the Community Center, the resident (or chairperson) must complete the building inspection checklist and return it to the management company or the Community Center Administrator.
3. Users not complying with the Community Center Inspection Checklist will be subject to special usage fees as indicated on the checklist. These fees will be deducted from the security deposit.
4. If a user fails to clean the Center after an activity, the Community Center Administrator will schedule an emergency cleaning. Cleaning costs will be deducted from the security deposit.
5. Any damage to the Center, its furnishings, fixtures, or surrounding grounds shall be deemed a violation of this policy. Only persons authorized by the Board of Directors shall make repairs to Community Center facilities. All repair costs resulting from an activity will be deducted from the security deposit.
6. If the additional charges described in this section exceed the security deposit, the user will pay the difference. This amount will be due and payable upon written notification to the user. The Association shall have the right to file a lawsuit to collect unpaid amounts. The user will be responsible for all costs, including all legal fees, incurred during the collection process.
7. Refundable deposits will be returned within 21 business days after the activity.

8. Any request for appeal of damage determination and/or assessment must be made according to the appeal procedure in Section VI.

VI. Appeal Procedure

- A. Any Community Center user who is aggrieved by any action of the Community Center Administrator or building inspector may appeal the action to the Board of Directors.
- B. Any request for appeal must be made in writing to the Board of Directors. The Board must receive the request within 10 days after it has notified the user of any additional assessment.
- C. After receiving the request, the Board will schedule a hearing to be held in executive session. The user requesting the appeal will be notified of the hearing date and time at least ten (10) days before the hearing.
- D. At a hearing before the Board of Directors, the following procedures will be followed:
 1. Proof of the notice of hearing and the invitation to be heard will be placed in the minutes of the hearing. The requirement is waived if the Community Center user appears at the hearing.
 2. The Community Center Administrator and the building inspector will present the information concerning the alleged violation. The Administrator and inspectors will be afforded a presentation time not to exceed ten (10) minutes.
 3. The Community Center user, if present, may present information regarding the alleged violation. The user will be afforded a presentation time not to exceed ten (10) minutes.
 4. Within 15 days after the date of the hearing, the user will be advised, in writing, of the decision made by the Board of Directors.

VII. Amendments

The Churchill Village South Board of Directors may amend this policy from time to time.

Effective date: November 15, 1997

Approved:

President

Date

Churchill Village-South Community Center Policy

Appendix B

Application

CHURCHILL VILLAGE SOUTH COMMUNITY CENTER RENTAL APPLICATION

Date(s) Requested: _____

Time(s) Requested: _____

User's Name: _____

User's Address: _____

User's Phone: (H) _____ (W) _____

Sponsor's Name: _____

Sponsor's Address: _____

Type of Function: _____

Group Size: (Adults) _____ (Children) _____ (Total) _____

I have read the *Community Center Rules and Regulations* and the *Community Center Policy*, both of which are incorporated herein by reference, and agree to be bound by them, as indicated by my signature.

User: _____ Date: _____

Sponsor: _____ Date: _____

Please make all checks payable to: Churchill Village South. Payments should be made 14 days before your event. *If payment less than 14 days before the event, payment must be made in cash or money order.*

Churchill Village-South Community Center Policy

Appendix C

Inspection Checklist

Churchill Village-South Community Center Policy

Appendix D

Rental Rates

CHURCHILL VILLAGE-SOUTH COMMUNITY CENTER POLICY

Appendix D Rental Rates

Security Deposit	Four (4) Hour Rental or less	Inspection fee per Rental
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CVS Members	\$350.00	\$150.00	\$20
CVS Renters with a CVS Sponsor	\$350.00	\$150.00	\$20.00
Non-members with a CVS Sponsor	\$350.00	\$300.00	\$20.00
Non-members without a CVS Sponsor	\$600.00	\$300.00	\$20.00
Monthly recurring groups (two (2) consecutive months, minimum)	\$500.00	\$150.00	\$20.00 per use
Weekly recurring groups (Three (3) consecutive months, minimum)	\$500.00	\$150.00	\$20.00 per use
Daily recurring groups (Three (3) consecutive months, minimum)	\$500.00	\$150.00	\$20.00 per use

(Fee must include set up and cleanup time)

Cancellation Fee	\$50.00
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