Revision 7. Effective October 1, 2023

The Pool and Clubhouse will operate in accordance with any guideline(s) and or law(s) provided by the State that are applicable to our facilities. This will include all health requirements designated by the PA Department of Health.

#### FOREWARD

The following Rules and Regulations will be administered by the Board approved Management Company ("management"). Changes to the Clubhouse Rules and Regulations may be made at any time and shall be approved by the Association Board. It is the intent to limit these rules and regulations so that everyone will obtain maximum use and enjoyment of the facilities. Although some restrictions are placed on resident and guest activities, the intent is to respect the rights of the owners and residents as a whole.

### **RESIDENT PRIVILEGES**

Residents shall have access to the fitness area, fitness on demand room, restrooms and shower areas 24 hours per day. The pool will be open, dawn to dusk, Memorial Day to Labor Day, daily as weather permits, and may be extended or restricted, at the sole discretion of the Board.

Two electronic access fobs will be issued to each residential address. In the event that a fob is lost, a replacement fee of \$25.00 will be charged. It is the responsibility of each owner to ensure the fobs are transferred to new owners in the event of a home sale. Owners will need to notify the Management Company of any change of home ownership by completing a "Resale Certificate Request" form" which may be obtained from the Management Company. Additional fobs may be purchased for a \$25.00 fee. Additional fobs will be limited to two per residential address.

All residents are required to complete a Clubhouse & Pool access fobs form to receive their fobs. The forms can be found on the Cranberry Park Place HOA website or by calling the management company. All Rochester Village renters are required to pay a refundable deposit as specified on the applicable form. Tenants/renters will not be issued fobs if the Owner has not provided a current copy of the lease agreement as required by the Association's governing documents.

### PERMITTED USE

Residents are encouraged to use the clubhouse for recreational uses.

With the exception of Service animals, pets and comfort support animals are not permitted inside the clubhouse or fenced in area surrounding the pool; with the exception of specific social events catered towards pets.

Parents are responsible for and must control their children with due regard to the wishes and comfort of other residents.

Facilities may be closed when necessary for maintenance operations or when dictated by safety considerations or by adverse weather conditions as determined by management. The Association will notify the residents via the website of any closures for planned maintenance at least 72 hours in advance, if possible, and post notice of such on the clubhouse doors.

There is to be no illegal, illicit or inappropriate behaviors.

#### Revision 7. Effective October 1, 2023

All activities in the clubhouse, clubhouse grounds and clubhouse parking lot are undertaken at the residents own risk. The Association and Management Company are not responsible for personal injury, property theft or damage.

The Owner/resident inviting a guest(s) shall be responsible for the conduct of such guests and they must comply with all applicable Rules and Regulations. The right to have guests is at the sole discretion of the Association Board in accordance with Article XI of the Amended and Restated Declaration and Covenants. The

Owner/Resident is liable for property damaged or destroyed by themselves or their guests.

### **POOL AND PATIO REGULATIONS**

- Intent: to provide a safe and enjoyable pool environment for all homeowners and guests, balancing freedom 1. and desires of all. Residents and guests use of the facility is with the understanding that they are obligated to comply with the "pool rules and regulations: posted by the management company.
- 2. All residents and guests swim at their own risk.
- 3. Pool hours of operation: Dawn until dusk daily as weather permits. Access to the clubhouse restricted to hours of operation.
- 4. Children under twelve (12) years of age are not permitted to use the pool facilities unless they are accompanied and supervised by an adult or designated individual.

- 5. Regular diapers are not permitted in the swimming pool. Swim diapers must be worn at all times by anyone who is not toilet trained. Used or soiled diapers are to be changed at one of the baby changing stations inside the clubhouse only.
- 6. All swimmers must wear swimming attire. Cutoffs and regular shorts are not considered appropriate swim wear and are not to be worn in the pool.
- 7. Only Coast Guard approved personal floatation devices are allowed to be used in the pool. Rafts, floats, boats and other large flotation equipment are not permitted in the pool.
- 8. Pets are not allowed in the swimming pool or in the gated area around the pool.
- 9. No running in the swimming pool or in the gated area around the pool.

10. Do not jump off pool ladders. Do not play or swing on pool hand-rails.

11. In the event of inclement weather (i.e., thunder, lightning, etc.), everyone must exit the pool immediately.

12. Please dispose of all trash in the receptables provided. Large items such as pizza boxes, shall be carried out of the pool area and placed in the dumpster parking lot.

13. No glass containers of any kind are allowed in the pool area.

14. All trash must be placed in the containers provided.

15. Use of the grill by any resident is allowed at any time that weather permits. After use, the grill must be cleaned and returned to its original state.

Revision 7. Effective October 1, 2023

16. Chewing gum is not allowed in the pool or within the gated area around the pool.

17. Smoking, including e-cigarettes and vaping devices are not allowed in the pool or within the gated area around the pool.

18. Return all furniture and décor to the original position and location.

19. Please do not enter the clubhouse great room area wet.

20. In the interest of safety, please towel dry yourself and children before entering rest rooms.

21. Musical devices of any kind may only be used with headphones or ear buds.

22. Persons are not permitted in the pool if they have a: cold, cough, fever, infection of any kind, inflamed eye(s), or open sores/wounds.

23. On summer holidays (as specified by the Board), only Residents are permitted to use the pool.

24. Four guests are allowed per residential address during the week. Guests are not allowed on any Saturdays or Sundays, Memorial Day or Fourth of July. At any point, guests may be asked to leave due to capacity restrictions.

### CLUBHOUSE

If you utilize an area of the clubhouse, it is your responsibility to return it to the original state in which you found it. If you rearrange furniture, please restore it to its original place; put trash in receptacles, etc. If you use the fireplace and/or TV's, make sure they are turned off after use.

All smoking is prohibited on Clubhouse and Pool grounds and immediately outside the front door of the clubhouse. Smoking is allowed outside the fence around the grounds and the sidewalk around the Clubhouse grounds. This includes all forms of e-cigarettes and vapor devices. Littering of cigarette butts is not permitted.

Shirts and foot-wear should be worn at all times within the clubhouse.

#### **CLUBHOUSE KITCHEN**

If you use the kitchen area, please clean up afterwards, including loading the dishwasher and running it if appropriate. Please do not leave any food or beverage in the refrigerator for more than 24hrs. Cleaning Services will be cleaning out the refrigerator on a weekly basis.

#### **GOLF SIMULATOR**

The golf simulator must be reserved by residents only. Please schedule online or contact the Management Company to schedule a time. Training materials are available on the website to learn how to operate the machine and a PDF copy attached to the simulator. Reservations are limited to a maximum of 4 hours. To allow all residents a fair opportunity to use the golf simulator, no more than two active reservations are permitted at a time.

Revision 7. Effective October 1, 2023

Adults 18 or older may use the golf simulator. Children under the age of 18 can only use the golf simulator with a resident adult 18 or older present. Only clean golf clubs and clean golf balls with no scuff marks are permitted while using the golf simulator.

#### FITNESS CENTER

Residents may use the fitness center at their own risk. It is recommended that you consult your physician prior to beginning any exercise program.

No child under the age of 12 is permitted to use any fitness equipment. Children 12 years of age can only use the fitness equipment with a resident adult 18 or older present.

Equipment must be wiped down (sanitized) after each use. Sanitizing wipes and/or spray bottles are available in the fitness center.

Report equipment that is inoperable or in need of service to the Management Company. Please do not attempt to fix any equipment.

No glass or open containers in the fitness area.

We ask that you bring your gym shoes with you and change into them when you arrive, especially during the winter months.

Guests are not permitted to utilize the fitness center.

### FITNESS CENTER PLAY AREA

The play area by the Fitness Center is specifically for children of adults who are using the fitness room. Children are not to be left unattended in this area if their parent or guardian is not using the Fitness Center.

### **OUTDOOR AREAS**

**Bocce Ball Courts** 

Bocce Ball courts may be used by all residents and guests. Children under 12 must be accompanied by a

resident adult when on the courts. Bocce Ball equipment may be picked up in the Fitness On Demand Room. It must be properly cleaned and placed back immediately after use. Use of the Bocce Ball Courts with your own equipment is allowed. Parents are responsible for and must control their children with due regard to the use of the bocce courts.

#### **Fire Pit**

The fire pit may be used by all resident adults and guests during club house hours. Residents must be 18 and older to operate the fire pit. Fire pit gas key may be picked up in the Fitness On Demand Room. The fire pit gas **MUST** be turned off after use of the fire pit. Please do not use any other combustible materials on the pit.

**Horseshoe Pits** 

Revision 7. Effective October 1, 2023

Horseshoe pits may be used by all residents and guests. Children under12 must be accompanied by a resident adult when using the horseshoe pits. Horseshoe equipment may be picked up in the Fitness On Demand Room. Use of the horseshoe pits with your own equipment is allowed. Parents are responsible for and must control their children with due regard to the use of the horseshoe pits.

#### **Putting Green**

The putting green may be used by all residents and guests. This area is for golf putting and chipping only. Parents are responsible for and must control their children with due regard to the use of the putting green.

#### SECURITY

Every resident is responsible for maintaining the security of the facility. When exiting the fitness center, please make sure that the door is closed completely. If you open any windows, be sure to close and lock them prior to your departure. Remember, if you see something, say something.

### CLUBHOUSE RENTAL (6-hour maximum, 100-person maximum)

The fitness rooms, golf simulator room, billiard room and pool area are not available for private rental.

The great room and kitchen areas are available for residents to rent for private events. A non-refundable fee of \$150 will be charged to rent the space. The remainder of the clubhouse is closed to the party but remains open for the residents and their guests. In order to rent the clubhouse, go to 'Events' then 'Clubhouse and Golf Simulator Reservations' on our website or call our management Company.

The outside area adjacent to the clubhouse is also available to rent at no additional cost WITH a clubhouse rental.

Anyone renting this space will be completely responsible for the entire space should anything be damaged. The resident will be completely responsible to clean everything at the end of the event. A post-event inspection will also be conducted by our cleaning company after each event (Attachment 4). This is a common area and it cannot wait until the next day or even hours later, so please be prepared and allot time to clean up after your event. It must be done before leaving. All events must be approved by the Management Company. If a resident does not properly clean after the event, or the event causes a disturbance, the HOA Board and/or Clubhouse Board has the right to revoke future rental privileges.

Signage to alert of a private event can be found in the top drawer furthest from the fridge in the kitchen. Please post these on the doors so others will not bother the private event.

There will be a \$150 cancellation fee due if a cancellation is not made within 72 hours prior to the event.

The clubhouse may not be rented during the following dates:New Year's DayEasterFather's DayIndependence DayDiwali WeekendThanksgiving DayNew Year's Eve Day

Mother's DayMemorial DayLabor DayHalloweenChristmas Eve DayChristmas Day

A "Clubhouse Reservation Form", Attachment 1, must be completed and signed by the reserving resident and received at least five days prior to the requested date of use. Forms will be located on the Park Place HOA website or by calling the Management Company.

Revision 7. Effective October 1, 2023

A "Clubhouse Reservation Form", Attachment 2 must be completed and signed by the reserving renter to reserve the common area outside of the clubhouse. This area may be rented at no additional cost with a clubhouse rental for all outdoor recreational activities. Forms will be located on the Park Place HOA website or by calling the Management Company.

The clubhouse will be reserved on a first-come, first-serve basis. All doors must be kept closed during all events in the clubhouse. Fire doors are not to be opened at any time, except during an emergency.

Under no circumstances shall anything be affixed to the walls or ceilings of the building with nails, tape, glue, screws, or adhesive of any kind.

All noise and music must be confined within the clubhouse. The rights of other residents and owners, especially those living in close proximity to the clubhouse, must be considered when holding an event.

Thank You in advance for your cooperation.

Approved by the Park Place Cranberry Association, Inc. Board at the September 25, 2023 Board Meeting.

Park Place Cranberry Association, Inc. Date Amy Peterson, President Park Place Cranberry Association, Inc. Date Melissa Berg, Secretary

#### Page 6 of 13

Revision 7. Effective October 1, 2023

Attachment 1

### **CLUBHOUSE RESERVATION AGREEMENT** (Must be completed, submitted and signed at least 5 days before the rental date)

 This agreement, made and executed on \_\_\_\_\_\_\_\_
 between Park Place Cranberry Association, Inc., 250 Bucktail Drive, Cranberry Township, PA 16066, as "Association" and \_\_\_\_\_\_\_\_as "Resident" for use of Clubhouse on \_\_\_\_\_\_\_, 20\_\_\_\_\_from \_\_\_\_\_\_\_AM/PM to \_\_\_\_\_\_AM/PM.

**Reservations:** Residents may reserve the clubhouse for their private use in accordance with the Clubhouse and Pool Rules and Regulations. Reservations shall only be made through the Park Place HOA website and/or by calling the Management Company. The Association reserves the right to deny or cancel the Clubhouse Reservation Agreement prior to, or during the reservation. A reservation shall not be considered confirmed until it is approved by the Clubhouse Board or Management Company.

**<u>Charges</u>:** A non-refundable \$150 rental fee is required at the time of reservation and is payable by check to: Park Place Cranberry Association, Inc. On memo line of the check, put resident's name and the date of your event.

Liability: The owner and/or resident reserving the clubhouse shall be liable for any and all damages caused to the Clubhouse and Association property resulting from their use of the facilities, whether such damages are caused by his/her own acts or omissions or by his/her guests using the clubhouse. They will be completely responsible to clean everything at the end of their event and a post-event inspection will be conducted. This is a common area and cleaning cannot wait until the next day or even hours later.

Security: The Resident who is reserving the clubhouse must be at least 21 years of age and must be physically present at time of reservation.

### **Rules and Regulations:**

- 1. Decorations shall NOT be taped, nailed, stapled, glued or any adhesive to the walls/furniture or affixed in any manner that will damage the walls or furniture.
- 2. There shall be no use of glitter or confetti.
- 3. Smoking is prohibited inside the clubhouse and common areas.
- 4. Minors under 12 years of age shall not be permitted in the clubhouse unless accompanied by an adult.
- 5. The resident reserving the clubhouse shall be present at all times during the engagement.
- 6. If alcohol is served on the premises, you the undersigned are fully responsible.
- 7. The resident shall clean up after event (see attachment 4 post event checklist):
  - All trash and recycling items are to be removed from the premises
  - Appliances are to be turned off and cleaned
  - Tabletops and countertops are to be cleaned
  - Vacuum carpet, sweep and mop flooring

#### Revision 7. Effective October 1, 2023

- All furniture may be moved but must be lifted, not dragged, and returned to original order
- Décor is to be returned to original order
- All doors and windows are to be shut and locked following the event
- All decorations, inside and outside, must be removed after the event
- 8. The rental of the clubhouse **does not include rental of the pool, fitness center, or other residential amenities**. These amenities are for the use of our residents.
- 9. No more than 100 people are allowed to occupy the clubhouse lounge at any time.
- 10. The resident shall ensure that engagement is orderly and that it does not disturb other residents.
- 11. All noise and music must be confined within the Clubhouse. The rights of other residents and owners, especially those living in close proximity, must be considered when holding an event.
- 12. The resident reserving the clubhouse will be required to put signs on the doors indicating a private event. These signs will be located in the kitchen area.
- 13. There will be a \$150 cancellation fee if a cancellation is not made within 72 hours prior to the event.
- 14. The resident is responsible for ensuring all guests comply with Cranberry Township and Park Place Association parking regulations. This includes both the clubhouse parking lot and all surrounding designated parking on township roads. The resident can be fined for any guest that does not comply with said regulations. Approved parking map can be provided upon request.

I have read, understand and agree to comply with all of the terms and conditions of the Clubhouse Reservation Agreement. I assume full responsibility and liability.

Resident Name:

(Please print clearly)

Resident Signature:

Phone Number:

Street Address:

#### Page 8 of 13

Revision 7. Effective October 1, 2023

# Attachment 3 Pre Event Inspection Checklist

Event Date/Time:

### Resident Name

Address:

Phone Number:

- Inquire on approved parking spaces prior to event. Kindly clean-up after event. Cleaning supplies are located and labeled in the kitchen area. Dumpsters for trash can be found in the main parking lot.
- Walk through to inspect floors, walls & furniture
- Please do not block doors
- Fire extinguishers are labeled
- Reservation does not include pool and patio areas.

You, the resident, acknowledges that a member of our staff has gone over the above items with you. (initials)

You also acknowledge that the room must be cleaned up and returned to original order within one hour after the event. \_\_\_\_\_ (initials)

Pre-event inspection completed and reviewed and agreed to by:



Date:

(Signature of renting person)

#### Revision 7. Effective October 1, 2023

#### Attachment 4

# Post Event Clean-up Checklist

(Laminated copy will be hung on refrigerator with dry erase marker)

Event Date/Time:	
Resident Name	
Address:	Phone Number:

• All trash/recycling items are to be removed from premises

Appliances are to be turned off and cleaned

Tabletops and countertops are to be cleaned

• Vacuum carpet, sweep and mop flooring

All furniture and décor is to be returned to original order

Please turn off all appliances/fan/fireplace if necessary

□ All decorations, inside and outside, must be removed

All doors and windows are to be shut and locked

• Post event cleanup completed and reviewed and agreed to by:





(Signature of renting person)

Cleaning Crew:





Revision 7. Effective October 1, 2023

ATTACHMENT 2

PARK PLACE CRANBERRY ASSOCIATION, INC.

**RECREATIONAL EQUIPMENT RENTAL AGREEMENT** 

THIS RECREATIONAL EQUIPMENT RENTAL AGREEMENT is made by and between Park Place Cranberry Association, Inc. (the "Association") and (individually or collectively, the "Owner"), concerning use of a portion of the Association's Recreational Facilities located adjacent to the Clubhouse (the "Venue") as depicted on the exhibit attached to this Agreement as Exhibit "A."

The Owner has requested permission from the Association to use the Venue for social purposes specifically holding a (the "Event")

The Owner agrees to sign and deliver this Agreement to the Association's Management Company

Office at least forty-eight (48) hours prior to the start of the Event.

#### THE UNDERSIGNED OWNER, intending to be legally bound, agree(s) as follows:

- 1. The Association grants the Owner a non-exclusive limited license to use the Venue to conduct the Event.
- 2. The Owner agrees to conduct the Event only between the hours of A.M./P.M. and A.M./P.M. on 2023.
- 3. This Agreement will terminate automatically, for all purposes and without further notice to the Owner at the end of the time period allotted above for the Event.
- 4. The Owner agrees to promptly remove all of its guests, personal property, party equipment and supplies, vehicles, trash, rubbish and garbage from the Venue and the Recreational Facilities at the end of the Event.
- 5. The Owner agrees, for itself and all of the Owner's guests, invitees, contractors, suppliers and all others who may attend the Event, to fully comply with the Association's Clubhouse Rules and Regulations.
- 6. The Owner agrees to require all of its guests, invitees, contractors, suppliers and all others who may attend the Event to conduct themselves at all times in a manner which is not disruptive to other residents, occupants, visitors or users of the Recreational Facilities.
- 7. If required, the Owner agrees to obtain and provide the Association before the Event with signed liability waivers or acknowledgments from all the Owner's guests, invitees, contractors or others on such forms and in such content the Association's Board may approve.
- 8. The Owner agrees to provide the Association before the Event with proof that the Owner is carrying homeowners' insurance, including social host insurance if requested by the Association.
- 9. If any damages are done to or suffered by the Venue or the Recreational Facilities during, or as a result of, the Event, the Owner acknowledges and agrees that the Association may levy all costs, fees and expenses it may incur to repair, replace and restore the Venue and the Recreational

Revision 7. Effective October 1, 2023

Common Facilities to their prior condition, function and appearance as an assessment against the Owner's Unit.

10. The Owner agrees to indemnify, defend and hold the Association, its Board of Directors, officers, members, representatives, agents, servants and employees harmless of, from and against all claims, causes of action, proceedings, suits, damages or related matters, including costs of defense and attorney's fees, that may result or arise from the use of the Venue and the Recreational Facilities or from conducting the Event; and the Owner agrees that this paragraph will survive any termination or expiration of this Agreement.
11. This Agreement is made with respect to the use of real property located in Butler County, Pennsylvania and under and subject only to Pennsylvania laws, regulations, and ordinances.
12. No part of this Agreement may be amended, changed, supplemented, terminated, or waived without the prior written consent of the Association.

IN WITNESS WHEREOF, I/We have voluntarily signed this Agreement this \_\_\_\_\_day of \_\_\_\_\_\_, 2023.

By: \_\_\_\_\_ By: \_\_\_\_\_ Owner By: \_\_\_\_\_

#### Owner



Revision 7. Effective October 1, 2023

#### **Exhibit** A

Available location for recreational equipment is marked with an X on the clubhouse property depicted below. This is the only valid location for the recreational equipment.



Page 13 of 13