

HYDE PARK AT TULSA HILLS HOMEOWNERS ASSOCIATION, INC.

CLUBHOUSE RENTAL RESOLUTION No. 0518122

RULES AND REGULATIONS

RENTAL USE OF THE HYDE PARK CLUBHOUSE FOR PRIVATE FUNCTIONS

**WITH 21 – 45 PARTICIPANTS
(EXCLUDES RESIDENTS-ONLY FUNCTIONS)**

WHEREAS the Board of Directors (Board) deems it necessary to establish rules and regulations for the rental of the Clubhouse for private functions to preserve the Clubhouse facilities. Therefore, the Board establishes these rules and regulations for the rental of the Clubhouse for private functions.

WHEREAS Article III, Section 3 of the Declaration of Covenants, Conditions, and Restrictions (CCRs) provides the Board with the authority to establish reasonable rules and regulations, charge reasonable fees for the use and enjoyment of any facility situated on the common area, and to reserve such use; and

WHEREAS, Article III, C, Section 16 of the Hyde Park at Tulsa Hills Homeowners Association, Inc. (HOA) Bylaws provides the Board with the authority to exercise powers and duties on behalf of the HOA, except as otherwise provided in the Governing Documents.

NOW, THEREFORE, BE IT RESOLVED THAT: The following Rules and Regulations for the rental of the Clubhouse for private functions are approved by the Board.

I. FACILITIES AVAILABLE FOR CLUBHOUSE RENTAL

The space available for rental for private functions is limited to the Dining Room and Kitchen, and Swimming Pool area when the pool is open. The pool may not be rented on National Holiday weekends. Owners may not rent, and function participants are not allowed in the Game Room, Card Room, Exercise Room, Library, Shuffleboard/Pool Table Room or Pickleball Court. Unauthorized use of facilities or spaces that are not subject to rental will be deemed an infraction of the Rental Agreement (Exhibit A) and may subject the Homeowner who executed the Rental Agreement to HOA enforcement procedures for a violation of the Community Rules.

II. ELIGIBLE USE

Owners must be an "Owner" as defined the Declaration of Covenants, Conditions, and Restrictions, (Article I, Section 2) to be eligible to rent the Clubhouse. The Owner must be current in paperwork, dues, and assessments.

Setting priority for rental of the Clubhouse is the responsibility of the Board and Board-approved committees. The HOA has priority in reserving the Clubhouse. At times which do not conflict or interfere with activities sponsored by the HOA, scheduling for rental of the Clubhouse is on a first-come, first-serve basis by the Designated HOA Representative.

The Clubhouse cannot be rented to more than one Owner at a time; therefore, no two functions will occur simultaneously.

III. OCCUPANCY

The maximum is (45) forty-five participants.

IV. USE OF KITCHEN

When the Kitchen is available, it may be used for the storage and serving of food, for warming of prepared food, and/or preparation of food items. HOA utensils, dishes, and glassware may be used. Clubhouse paper products, plastic cups, plastic utensils, and bottled water may not to be used. The Owners personal items must be removed from the Kitchen area immediately following the function.

V. PRE-USE AND POST-USE INSPECTIONS

There will be a pre-use inspection of the entire Clubhouse by the Owner and the Designated HOA Representative. All defects in the Clubhouse will be noted on an Inspection Form (Exhibit B) and signed and dated by both parties. After the function, the Designated HOA Representative monitoring the function will inspect the entire Clubhouse with the Owner, and the Inspection Form (Exhibit B) will be signed and dated by both parties.

VI. RULES AND REGULATIONS

- A. The Owner must be present for the duration of the function and shall be the only individual dealing with the Designated HOA Representative.
- B. The Owner cannot begin function preparation in the Clubhouse before the thirty (30) minute pre-use inspection, nor can any function-related activity occur during the thirty (30) minute post-use inspection. The Designated HOA Representative may grant a waiver and extend these times. The normal hours of availability are Monday through Thursday, 7:00 a.m. to 10:00 p.m. and Friday and Saturday, 7:00 a.m. to 12:00 midnight or as determined by the Board. The Board may extend the hours of availability for HOA-sponsored functions and may change the hours of availability. Two (2) hours will separate functions to allow for proper cleaning of the Clubhouse.
- C. The Owner must commit that those persons under the age of eighteen (18) will be chaperoned throughout the entire function.
- D. All chairs, tables, and other furniture and equipment owned by the HOA must be returned to their original position at the end of the rental. Under no circumstances shall chairs, tables or other furniture or equipment belonging to the HOA be removed from the Dining Room.
- E. If audio visual equipment is contemplated for use, the Designated HOA Representative shall be notified and provided with a Proposed Equipment Plan (Exhibit C) at the time of signing the rental agreement. The Designated HOA Representative reserves the right to arrange for an inspection of the equipment by the Tulsa Fire Department or by an electrician licensed by the City of Tulsa. A fee to cover the cost of the inspection will be levied against the Owner.

- F. Absolutely no objects such as nails, tacks, tape, or substances that could cause permanent damage shall be placed on the walls, ceilings, furniture, or window surfaces in the Clubhouse. All decorations must be removed immediately following the function. Real candles can only be used on celebratory cakes. Under no circumstances shall structural or electrical alterations be made in the Clubhouse.
- G. Paints, acids, and all other supplies and materials that present a clear damage potential are prohibited from the Clubhouse.
- H. All decorations, audio visual equipment as well as all private property placed at the Clubhouse or elsewhere upon HOA property shall be placed at the risk of the Owner or at the risk of the person owning such property. The Owner agrees to indemnify and hold the Association and its Directors harmless and without fault or liability for any loss or damage, direct or indirect, which occurs because of theft or damage to said property.
- I. All refuse, recyclables and private property must be removed immediately following the function.
- J. A City of Tulsa noise ordinance prohibits loud noise which might disturb the surrounding community. The Owner is required to adhere to this ordinance during the entire function.
- K. The Owner acknowledges responsibility for any violations of the City noise ordinance and shall indemnify and hold harmless the HOA from any penalties, costs, or fines. Penalties, costs, or fines will be deducted from the Owners security deposit. The Board may authorize enforcement of such ordinance against the Owner.
- L. Smoking and vaping are not permitted in or on Clubhouse property. In the context of this paragraph, the term "Clubhouse" refers to HOA-owned facilities located at 8450 S Phoenix W, including the parking lot, driveways, tennis court, Swimming Pool area, Clubhouse lawn, and the confines of the building.
- M. No pets or animals, except service animals, shall be in the Clubhouse. No pets or animals are allowed in the swimming pool.
- N. The sale of alcohol in the Clubhouse is prohibited. If alcohol is served, the Owner will be responsible for complying with all laws and ordinances.
- O. Emergencies will be reported FIRST to the Police or Fire/Rescue (as appropriate) by dialing 911; SECOND to the Designated HOA Representative monitoring the event. Within 24 hours of the function, the Owner must complete an HOA Incident Report Form (Exhibit D) documenting the emergency and/or accident and give the Report to the Designated HOA Representative.
- P. The Designated HOA Representative may terminate the rental function, if he/she believes the activities of the Owner, guests, invitees, servers, employees, agents, or licensees are in violation of the Rental Agreement, HOA rules and regulations, City ordinances, or the activities are deemed contrary to the best interests of the HOA, obscene or offensive, or if such activities are deemed to put the Clubhouse, its property, the Owner, guests, or invitees at unusual risk. In such instances, no portion of the rental fee will be refunded. In addition, the security deposit

will be held pending a decision by the Board as to the amount of penalty to be deducted because of such activity.

- Q. The Board and the Designated HOA Representative are responsible for the investigation of complaints regarding individuals failing to comply with the Rental Agreement and the Rules and Regulations of this Resolution. Such investigation will determine if violations occurred and the appropriate action. A decision of the Designated HOA Representative may be appealed in writing to the Board.

VII. RESERVATION PROCEDURES

1. The Owner shall contact the Designated HOA Representative to check availability for the requested date and time at least one (1) week in advance. If the time is available, the Designated HOA Representative will reserve the desired time upon receipt of the completed Rental Agreement and payment of the rental fee.
2. The Owner will receive a copy of the fully executed Rental Agreement confirming the rental date and time and the receipt of the rental fee.
3. Rental Agreements may be subject to review and approval by the Board. The Board reserves the right to deny or revoke any Rental Agreement if such requested use of the Clubhouse is deemed to be contrary to the best interests of the HOA.

VIII. RENTAL FEES AND DEPOSITS

A. RENTAL FEE

The rental fee is designed to offset the cost of normal wear and tear resulting from use of the facility. Rental fees will be deposited in the Reserve Account.

The Board may change the rental fee as circumstances warrant. In the event of a change, the applicable fee will be the fee in effect at the time the Rental Agreement was signed.

B. SECURITY DEPOSIT

Upon receipt of the Rental Agreement and rental fee, a security deposit will be posted on the Owner's portal account. The amount of the security deposit will be determined by the Board and specified in the Rental Agreement (Exhibit A). The security deposit will be removed from the portal account within five (5) business days following the function on the condition that the Clubhouse premises, facilities, and equipment are left in the same condition as when rented and no other HOA rules, or City ordinances, or laws have been violated. If there are damages or violations noted on the Post-Use Inspection form (Exhibit B), or if the rental extends beyond the rental time, the Board will determine the status of the security deposit and notify the Owner. The security deposit will not be considered liquidated damages, and the Owner will be responsible for damage that exceeds the amount of the security deposit. The Board may change the amount of the security deposit as circumstances warrant.

C. CANCELLATIONS

1. If a function is canceled, the rental fee and security deposit are nonrefundable unless the cancellation is caused because of a situation beyond the control of the resident.
2. All functions canceled by the Board will result in a full refund of the rental fee and deposit.

D. HANDLING OF DEPOSITS IN THE EVENT OF A BREACH

The Board reserves the right to deduct from the security deposit an amount necessary to cover any costs of cleanup and will also deduct the costs of repairs or replacement of any property damaged during the rental use of the Clubhouse. If the security deposit does not fully cover these costs, the Owner will be billed on his/her portal account for the difference. Future use of HOA facilities will be denied until these costs are paid. The billed costs will be considered a special assessment, and if not paid, could result in a lien being placed against the lot of the Owner.

If the Owner fails to comply with all stipulations of the Rental Agreement or the Owner or any of his/her guests or invitees fail to comply with HOA policies, bylaws, or City ordinances, the Board reserves the right to deduct the cost related to such non-compliance from the security deposit made by the Owner. In addition, subject to applicable enforcement procedures, further use of HOA facilities may be denied for a period established by the Board.

The Board will make the final determination on total fees required of the Owner in case of questions over the cancellation of a rental or a dispute related to fees owed by the Owner. In such event, further scheduling of the Clubhouse by the Owner may be denied until all fees are paid.

IX. LIABILITY

The HOA, its Directors, agents, and officers assume no responsibility for the private property of anyone using the Clubhouse. The Owner will remove all such property from the premises at the conclusion of the function.

The Owner and all users of the Clubhouse during the time of rental use will be responsible for compliance with and adherence to all local and state laws, governmental regulations, and/or ordinances, HOA Governing Documents, including all amendments thereto, the Rules and Regulations of the HOA and all provisions of this Resolution No. 0518122 and the Rental Agreement.

The Owner shall indemnify the HOA, its Directors, officers, and agents, and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from any action or omission of the Owner, his/her agents, guests, invitees, or licensees resulting in injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or driveways during the time of rental use or resulting from the rental use or from any cause whatsoever.

Moreover, the Owner shall indemnify the HOA for all costs or expenses, including but not limited to attorney fees that are incurred by the HOA arising out of any claim by it against the Owner, his/her guests, invitees, servants, employees, agents, or licensees. In addition, the Owner shall be responsible for confirming that any caterer or other service provider utilized for the rental function has appropriate liability insurance. If the Owner is renting the Clubhouse on behalf of a corporate entity or an organization, such corporate entity or organization is responsible for providing proof of its liability insurance to cover the Owner, guests and private property which will not be insured under the general insurance of the HOA. Certificates of such insurance will be provided to the Association as an attachment to the Rental Agreement.

The effective date of this Resolution shall be May 23, 2022.

HYDE PARK AT TULSA HILLS HOMEOWNERS ASSOCIATION, INC.



Terry Toole, President