

## Please Read Carefully for Amenities Usage

### For Gym Use

1. All card holders must be a member of the Association in good standing.
2. All guests must be accompanied by an Association member (maximum of two guests per household, per visit).
3. Exercise facility users who are less than sixteen (16) years of age shall be accompanied by a parent, guardian or an adult who is a minimum of twenty-one (21) years of age. No one under twelve (12) years of age is permitted in the exercise facility.
4. Hours of operation: Mondays-Sundays, 5a.m. to 12 midnight. All patrons must exit the facility promptly by 12 midnight. An alarm will automatically engage at 12:15 a.m.
5. No food, alcohol, drugs, or chewing tobacco is allowed in the exercise facility. Smoking is prohibited throughout the fitness facility or building. Beverages are permitted when they are in unbreakable and spill-proof containers.
6. Wipe off equipment after use.
7. Swim suits and bare feet are prohibited.
8. Personal belongings may be placed in the lockers located at the facility, but may not be left in lockers or in the exercise facility overnight. Cascades Community Association is not responsible for lost or stolen items.
9. All personal radios, compact disc or tape players shall only be used with headphones.
10. Any time that users are waiting for access to equipment, the time limit on each piece of equipment is twenty (20) minutes. Violation of any of the rules listed will result in immediate termination of fitness privileges. All activities within and around this facility are being recorded and monitored twenty-four (24) hours a day.

### For Pool Applications

IN CONSIDERATION OF USING THE CASCADES COMMUNITY ASSOCIATION POOL AND RECREATION FACILITIES, WHICH ANY CHANGE FROM TIME TO TIME, THE RESIDENT (S) AGREE (S) TO ABIDE BY THE ASSOCIATION RULES AND REGULATIONS REGARDING THE FACILITIES.

### Clubhouse Rental Use

Cascades Community Association Facility Rental Policy and Procedures Updated April 25, 2019 WHEREAS, Article 4, Section 4.1 of the Bylaws states that "The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not required by the Act of the Association Documents to be exercised and done by the members;" and, WHEREAS, Article 2, Section 2.4 of the Declaration authorizes the Board of Directors to regulate the Common Areas and to Charge fees for the use thereof; and, WHEREAS, the Board intends to hereby establish a policy under which members may rent select facilities. NOW, THEREFORE, BE IT RESOLVED THAT: The Board approves the policy and procedures detailed herein, and directs management to publish this resolution in the newsletter of the Association and provide copies of the newsletter to Owners at their last address of record with the Association. I. ELIGIBLE USE A. The Facilities shall be for the exclusive use of Cascades Community Association Owners who pay activities assessments, and their guests. Only Owners current in their assessment payment and with no outstanding violations of the Association Documents or rules and regulations may reserve the Facilities. B. The Facilities may be reserved by eligible

Owners and used for private events by Owners for the use of Owners and their guests and invitees; provided, however, the reserving Owner must be in attendance for the full duration of the event scheduled in the reserved Facility. C. No two events may be held simultaneously in the same Facility. The number of guests in attendance must be equal to or less than the Loudoun County Fire Marshall's permitted occupancy for the building. D. Nondenominational, non-profit groups composed principally of Cascades residents may use the Quarter Path Community Center without a rental fee when not otherwise rented. The groups may use the Stephen Frazier Community Center for large award ceremonies once a year if this facility is not rented. Security fees and cleaning fees may be levied at the discretion of the Cascades Community Association. E. All reservations are accepted on a first come-first served basis. II. FEES, DEPOSITS AND AVAILABLE TIMES OF USE A. Security Deposit for each of the facilities: \$500.00 Events where alcohol is present. \$150.00 Events where alcohol is not present. The security deposit shall be paid at the time of reservation by separate check made payable to Cascades Community Association. B. Facility Rental Stephen Frazier: 20670 Fernbank Ct., Potomac Falls VA 20165 Available Sunday through Thursday: 8:00 a.m. - 11:00 p.m. \$350.00 Available Friday & Saturday: 8:00 a.m. - 1:00 a.m. \$400.00 Maximum capacity is 145. Kitchen facility. 16 round tables (5 ft. in diameter), 6 banquet tables (6 ft. in length), 80 chairs. • 70 person capacity when all tables and chairs are used. • 80 person capacity when 16 round tables and 80 chairs are used. • 120 person capacity when only chairs are used. • 145 person capacity when no tables or chairs are used. Quarterpath: 20430 Quarterpath Trace Cr., Potomac Falls VA 20165 Not available during pool season Available Sunday through Thursday: 8:00 a.m. - 11:00 p.m. \$100.00 Available Friday & Saturday: 8:00 a.m. -1:00 a.m. \$150.00 Maximum capacity is 45. No Kitchen facility. 4 banquet tables (6 ft. in length) and 46 chairs. . The Facilities are available for rental during holidays, including but not limited to Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, and New Years Day. C. Cleaning Fee for each of the facilities: Stephen Frazier: \$125.00 Quarterpath Trace: \$75.00 The cleaning fee shall be paid at the time of reservation by separate check made payable to Cascades Community Association. D. Pool Rental During the pool season the pool at Quarterpath may be rented if lifeguards are available. IF LIFEGURADS ARE NOT PRESENT AT POOL SITE, THE POOL MAY NOT BE USED. PLEASE CALL 703-975-5237 or 700-600-6000 IMMEDIATELY FOR ASSISTANCE. Available Sunday through Saturday: 8:00 p.m. - 11:00 p.m. \$200.00 plus the cost for the lifeguards which will be based on the number of people in attendance. An additional \$35.00 pool clean up fee is required. The ratio of guard to pool users is 20 to 1 for young adults and 25 to 1 for adults. The 2019 cost is \$160.00 per 2 lifeguards for 3 hours event. Pool capacity is 171. III. HANDLING OF DEPOSITS IN THE EVENT OF DAMAGES/OTHER The Association reserves the right to deduct from the security deposit an amount necessary to pay the costs of clean-up, if warranted, and to deduct the costs of repairs or replacement of any property damaged during the rental period. If the security deposit is not sufficient to pay these costs, the Owner will be assessed for the difference as an Individual Assessment and use of any Common Area facilities shall be denied until the Individual Assessment is paid. If not paid, the Individual Assessment may result in a lien being placed against Owner's Lot and/or a lawsuit filed against the Owner. If the Owner fails to comply with the rules and requirements of this Resolution and the Facilities Rental Agreement or if the Owner and guests fail to comply with the established policies and rules, Association Documents, or Government Regulations, the Board of Directors or its managing agent reserve the right to retain the paid security deposit made by the Owner. In addition, further use of the facilities may be denied for a period of time determined by the Board of Directors or its managing agent until such time as the Board of Directors can act. IV. CANCELLATION Rental fees are non-refundable if the reservation is canceled ten (10) or fewer business days prior to the reserved use date. Reservations canceled more than ten (10)

business days prior to the reserved use date will result in a full refund of all rental fees, security deposits and cleaning fees. The managing agent shall determine all questions about retention or return of security deposits. Appeals of management agent decisions will be forwarded to the Board of Directors for consideration and a final determination. V. PRE-USE AND POST USE INSPECTIONS Reserving Owners shall conduct a pre-use inspection of the reserved Facility. All Facility defects will be immediately reported to the Association at the appropriate telephone number listed in the Agreement. Following the reserved use of the Facility, a post-use inspection will be conducted by the Association through their designated representative. The Owner will be notified of any reported damaged. The judgment of the Association's designated representative with respect to damages shall be dispositive, unless reversed or modified by the Board of Directors upon appeal. VI. RESERVATION PROCEDURES Any Association Owner wishing to reserve the Facility for private use shall follow the procedures set out below: A. Contact the managing agent to check availability for the requested date and time. The Owner shall complete and sign the rental agreement, with three checks (one for the rental fee, one for the security deposit and the other for the cleaning fee) and return all documents to the management offices at the Lowes Island Community Center. Note: The reservation will not be honored until the agreement and rental deposits are received. All payments shall be made in the form of a personal check, certified cashiers check, or money order payable to the "Cascades Community Association." The managing agent will send the Owner a copy of the agreement to confirm the date, time and Facility reserved. Reservations made less than two (2) weeks prior to the rental date will require certified checks for the rental fee and the security deposit. B. A key to the Facility will be issued by the managing agent at the management office to the Owner one business day before the reserved date between the hours of 8:00 a.m. and 5:00 p.m. Failure to pick up the key one business day prior to the event if scheduled on Saturday or Sunday, will result in a payment of \$50 to the managing agent. Applicants will only be allowed to enter the Facility during their reserved time. All doors and windows must be locked before leaving the rental. The key must be returned to the managing agent by 5:00 p.m. on the first business day following the scheduled event. VII. GENERAL CONDITIONS OF USE A. Any event or activity to be attended by a majority of persons less than 21 years of age must have a minimum of two chaperones over the age of 21 in attendance. Chaperones for such events are required at a rate of one (1) adult chaperone for every ten (10) persons under 21 attending the event. The Owner executing the rental contract must be present for the duration of the event. Absolutely no alcohol is permitted at such events. B. Under no circumstances shall chairs, tables, or other equipment belonging to the Association be removed from the Facility. C. Absolutely no objects such as nails, tacks, scotch tape, or substances which cause permanent damage, shall be affixed to the walls, ceilings, or window surfaces. Any and all decorations must be fireproof and removed immediately following use of the Facility. Under no circumstances shall any structural or electrical alterations be made to the Facility. D. Paints, acids, and all other supplies and materials which present a potential for damage are prohibited from the Facility at all times. E. All refuse and personal property of the Owners and their guests shall be removed from the Facility immediately following use of the Facility. F. The Owner is responsible for knowing the location-of and proper use-of the Facility's fire extinguishers. G. The Loudoun County noise ordinance, between 11:00 p.m. and 7:00 a.m., prohibits any loud noise that may disturb residents of the community. The Owner shall adhere to all county ordinances and be courteous of those who live in close proximity to the Facility. H. A designated Association representative may attend an event to monitor compliance with the rules and regulations governing the use of the Facility. I. Use of the fireplaces is prohibited. J. Use of candles other than on a cake are prohibited. K. Smoking is prohibited in all Cascades facilities. L. Parking is restricted to the designated parking area/lot. M. No pets or animals are allowed, except service animals. VIII. SALE OF

ALCOHOL Sale of alcohol in the Facilities is strictly prohibited. IX. LIABILITY The Association, its trustees, agents, officers and employees assume no responsibility for the person or property of anyone using the Facility. The Owner shall remove all property from the premises at the conclusion of the function unless prior arrangements have been made with the managing agent. The Owner and all guests will be responsible for compliance and adherence to the Association's Documents, including all amendments thereto, the Rules and Regulations of the Association, and all specifications of the rental agreement. In consideration of the use of the Facility, the reserving Owner agrees to indemnify the Association, its trustees, officers, agents and employees and hold them harmless from and against any and all liability, damage, expense, cause of action, suits, claims or judgments arising from or related to injury to persons or property occurring in or about the premises and upon the adjoining sidewalks, streets or ways which may arise from the Association's ownership and management of the premises, or from any action or omission of the Owner, its agents, employees, guests, or licensees, or from any cause whatsoever. In the event a rental is cancelled due to unforeseen damage to the premises (i.e. insurance loss), the Owner agrees to indemnify the Association, its trustees, agents, officers and employees and hold them harmless from and against any and all liability arising from such cancellation. X. EXHIBITS The Cascades Facility Rental Agreement is attached to this Resolution and is hereby incorporated as a part of this Resolution. The Board of Directors may amend the Cascades Facility Rental Agreement at any time. XI. ENFORCEMENT The Association reserves all of its legal remedies pursuant to the Association's governing documents and Virginia law, including but not limited to: A. The assessment of special charges and the suspension of privileges, after proper due process procedures, for the violation of any of the rules and regulations governing the rental and use of the Association's Common Areas; B. The right to expel any person from the Common Areas for violent behavior, for creating an unreasonable disturbance or injury to other persons or the property, or for violation of federal, state or local law; and C. The right to seek the assistance of law enforcement officers in maintaining the peace and enforcing compliance with all the Cascades governing documents and/or federal, state and local laws. Cascades has and does hereby authorize the Loudoun County Sheriff's Department and any of its officers to terminate any rental and to require Cascades staff to close any Cascades Facility if any person occupying the Facility pursuant to a Facilities Rental Agreement is or has not been in compliance with any Cascades rules or regulations or any federal or state law or county ordinance. This Resolution was originally adopted by the Board of Directors of the Cascades Community Association this 25 day of April 2019.