

## CIVANO PARKS & FACILITIES RULES FOR USE AND RESERVATION FORM

\_\_\_\_\_  
Owner/Occupant (please circle one)                      (Date)      Print Name

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

### RESERVATION AND SECURITY DEPOSIT:

\_\_\_\_\_  
Amount Received    (Date)      Type of Event

\_\_\_\_\_  
Hours (include set up & break down time)      Date of Event

**Reservations will be First come First serve basis. A signed form is needed for ALL events**

**The Community Center User Special Use Fee Schedule**

**Please indicate the category:**

- EXCLUSIVE- Private Event: Special Use Fee \$50.00 Plus the REFUNDABLE SECURITY DEPOSIT of \$250.00**  
*(Must be hosted or held by a Civano 1 Association member.)*
  
- Non-Exclusive gatherings      REFUNDABLE SECURITY DEPOSIT OF \$250.00**  
(Facility may be shared with other non-exclusive events.)

PLEASE NOTE THAT THE START AND END TIMES INCLUDE SET UP AND CLEAN UP TIME. YOU CANNOT BEGIN SET UP PRIOR TO START TIME INDICATED UNDER ANY CIRCUMSTANCES.

**Please indicate below whether your event is Exclusive or Non-exclusive:** (Definition from Dictionary.com)

\_\_\_\_ **Exclusive** (Special Use Fee required) excluding or not admitting other things, restricted or limited to the person, group or area concerned. Synonyms: sole, unshared, unique, only, individual, personal "a room for your exclusive use"

\_\_\_\_ **Non-exclusive** (No Special Use Fee required) not restricted to the person, group, or area concerned; not exclusive. Shared room use.

Please initial each paragraph to indicate that you have read and acknowledge the Civano Parks & Facilities Rules. Your signature on this document indicates your understanding of the Civano Parks & Facilities rules and agree to abide by such rules and that you understand that your Use Privileges may be revoked if the rules are not followed by you and/or your guests.

## CIVANO PARKS & FACILITIES

refers to Common Area properties and buildings owned by the Civano 1: Neighborhood 1 Association (the "Association").

### RESOLUTION 15-01.

The use of the Parks and Facilities is subject to the provisions of the Association's Resolution 15-01, Parks and Facilities Use Policy, and the Amended and Restated Covenants, Conditions and Restrictions for Civano 1: Neighborhood 1 ("CC&Rs"), Article 3.

### SPECIAL USE FEES.

The Association has the right to charge Special Use Fees for the use of the Civano Parks and Facilities [CC&Rs, Section 3.1.1]. The Special Use Fees shall be set by the Association's Board of Directors from time to time, in its absolute discretion. Special Use Fees are authorized to be collected from the actual users of Parks and Facilities so that all of the costs of operating the Common Areas are not funded fully through Annual Assessments, but rather are borne, at least in part, by the Owners, Occupants and other Persons who use the Parks and Facilities.

- 1) **RESERVATIONS.** Any function held in Civano Parks & Facilities must be hosted by a Civano 1 Association member. A Park or Facility may be reserved up to six (6) months in advance by an Owner/Occupant. The Community Activity Center may be reserved for exclusive use with required Special Use Fees and security deposit. Reservation of the pool and parks is for non-exclusive use only. PLEASE NOTE THAT THE START AND END TIMES INCLUDE SET UP AND CLEAN UP TIME. YOU CANNOT BEGIN SET UP PRIOR TO START TIME INDICATED UNDER ANY CIRCUMSTANCES.
- 2) **SUSPENSION OF USE.** The Association may, in its absolute discretion, suspend the right of an Owner, his/her family, or his/her lessees or Occupants, to use the Parks and Facilities for any period during which any Assessment against a Lot or Parcel remains unpaid, or for any violation of the Declaration or the Rules of the Association.
- 3) **NOT FOR PROFIT USES.** The Parks and Facilities may not be used for any for profit or commercial purpose nor may an admission fee or other charge be required of attendees as the Association is a non-profit corporation.
- 4) **REFUNDABLE SECURITY DEPOSIT.** A \$250.00 Refundable Security Deposit will be required at time of reservation for PRIVATE EVENTS in the Parks and Facilities. Check to be made payable to Civano 1 HOA. Credit cards NOT accepted.
- 5) **AMOUNT OF SPECIAL-USE FEE FOR EXCLUSIVE USE.** A non-refundable Special Use Fee will be required at time of reservation based on the following criteria. The Association does not accept credit cards. All checks made payable to Civano 1 HOA.
  - **EXCLUSIVE- Private Event: Special Use Fee \$50.00**  
(Must be hosted or held by a Civano 1 Association member.)

- **Non-Exclusive gatherings**  
(Facility may be shared with other non-exclusive events.)
  
- 6) **\_\_\_\_PAYMENT BY CHECK ONLY.** The Association does not accept credit cards. Owner/Occupant must provide a check at time of reservation. Two separate checks are required for Special Use Fee and Deposit. Checks made payable to Civano 1 HOA.
  
- 7) **\_\_\_\_RETURN OF SECURITY DEPOSIT:** Security Deposit will not be returned until HOA Manager/Representative has received the pre-inspection and post inspection of facilities from Owner/Occupant. Report immediately to HOA office any damage, cleaning issues, non-functioning items, etc... Please take pictures of facilities before and after use to ensure that facility had been satisfactorily cleaned and there are no damages prior to your scheduled event. You can send this information via email ([hoa@civano1.com](mailto:hoa@civano1.com)) If YOU DO NOT REPORT issues and next event does you will be liable for the damage inspected facilities. Owner/Occupant must call HOA Manager to arrange an appointment to pick up Security Deposit or check will be shredded next business day.
  
- 8) **\_\_\_\_RESPONSIBILITY FOR DAMAGE.** The Community Activity Center Building is available for the use and enjoyment of all Civano Owners and Occupants, and may be reserved with deposits and Special Use Fees as specified in this document. The undersigned Owner/Occupant acknowledges and accepts responsibility for any and all damages incurred to the structure, windows, doors, restroom facilities or furnishings which form part of the Center. Furthermore, Owner/Occupant accepts responsibility for any and all actions by guests, which may cause damage to the facility.
  
- 9) **\_\_\_\_REQUIRED DOCUMENTATION FOR RESERVATION.** Owner/Occupant will meet with HOA Manager up to FOUR (4) DAYS PRIOR to intended use of Common Area Facility to sign required documentation, to leave deposit and to determine if a Special Use Fee is required. Owner **MUST CALL** (during the hours of 8:30-4:30 pm Monday-Friday) to arrange appointment with HOA Manager at 520-546-3862 so that HOA Manager will have sufficient time to prepare required documentation for the reservation. HOA Management office is located at 10501 E. Seven Generations Way, Suite 109.
  
- 10) **\_\_\_\_KEY.** The Common Area Facilities key may be picked up at the management office, the week of your reservation and must be returned the next business day following the event. Owner/Occupant **MUST CALL HOA Manager**, during business hours, to arrange appointment to pick up key.
  
- 11) **\_\_\_\_PERSONS UNDER THE AGE OF 18** must be accompanied by adult Owner/Occupant at all times while in the Common Area Facility.
  
- 12) **\_\_\_\_DOGS/PETS.** Only assistive animals are allowed in any Common Area Facilities building. The compliance guidelines issued by the U.S. Department of Housing and Urban Development define "assistive animals" as "animals that serve as a reasonable accommodation for persons with disabilities by assisting those individuals in some identifiable way."

- 13) **\_\_\_ SLEEPOVERS.** Sleepovers or overnight occupancy is not allowed in any Facility.
- 14) **\_\_\_ PERMANENTLY AFFIXED OBJECTS.** No object shall be permanently affixed to any part of Common Area Facilities buildings.
- 15) **\_\_\_ EXCESSIVE NOISE LEVELS AND/OR COMPLAINTS** from neighbors may cause the Association to deny further reservation requests from the pertinent Owner/Occupant.
- 16) **\_\_\_ VEHICLES.** Vehicles will not be driven or parked in/on the actual Common Area Park or Facility being reserved, except for event staging and in designated parking spaces that may be available. Violations could result in a vehicle being towed, damages assessed and suspension of rights for further reservations requests.
- 17) **\_\_\_ VIDEO SURVEILLANCE.** Owners/Occupants acknowledge that they have been made aware of the presence of Video Surveillance in the Common Area Facility building.
- 18) **\_\_\_ SECURING FACILITY:** Owner/Occupant must secure Common Area Facility at end of event. LOCKUP ALL DOORS.
- 19) **\_\_\_ SUPPLIES, CLEANING MATERIALS, TRASHBAGS.** Owner/Occupant will provide his/her own supplies and materials. Any supplies found in the Common Area Facilities Buildings are not to be used without permission. Storage between restrooms has a mop, broom and a vacuum that are available for use, but all other supplies are not.
- 20) **\_\_\_ PRE-INSPECTION OF FACILITIES.** Owner/Occupant will do a pre-inspection of facilities before intended use. Owner/Occupant will report immediately to HOA office any damage, cleaning issues, non-functioning items, etc... Please take pictures of facilities before use to ensure that facility had been satisfactorily cleaned and there are no damages prior to your scheduled event. You can send this information via email ([hoa@civano1.com](mailto:hoa@civano1.com)) to report to management that facilities were not up to standard and/or report damage prior to your intended use. If YOU DO NOT REPORT issues and next event does you will be liable for the damage.
- 21) **\_\_\_ POST-INSPECTION:** The Owner/Occupant shall TAKE pictures and conduct a thorough Post-Inspection of facilities used to ensure that it has been satisfactorily cleaned and there are no damages to report. All Common Area Facility furniture is to be returned to its proper placement. Room set up chart is attached and posted in Activity Center bulletin board. All trash is to be properly collected and placed in the dumpster by the Condo Center behind gates. Security Deposit will not be released without inspection report from Owner/Occupant which will include photos and emailed to [hoa@civano1.com](mailto:hoa@civano1.com).
- 22) **\_\_\_ UNSATISFACTORY INSPECTION:** If the Common Area Park or Facility is reported to be found by Owner/Occupant in an unsatisfactory condition, all or part of the deposit may be forfeited for cleaning and/or damages. If necessary, a professional cleaning service will be hired to clean Common Area Facility, and the responsible party will forfeit all or part of the security deposit and will be responsible for any

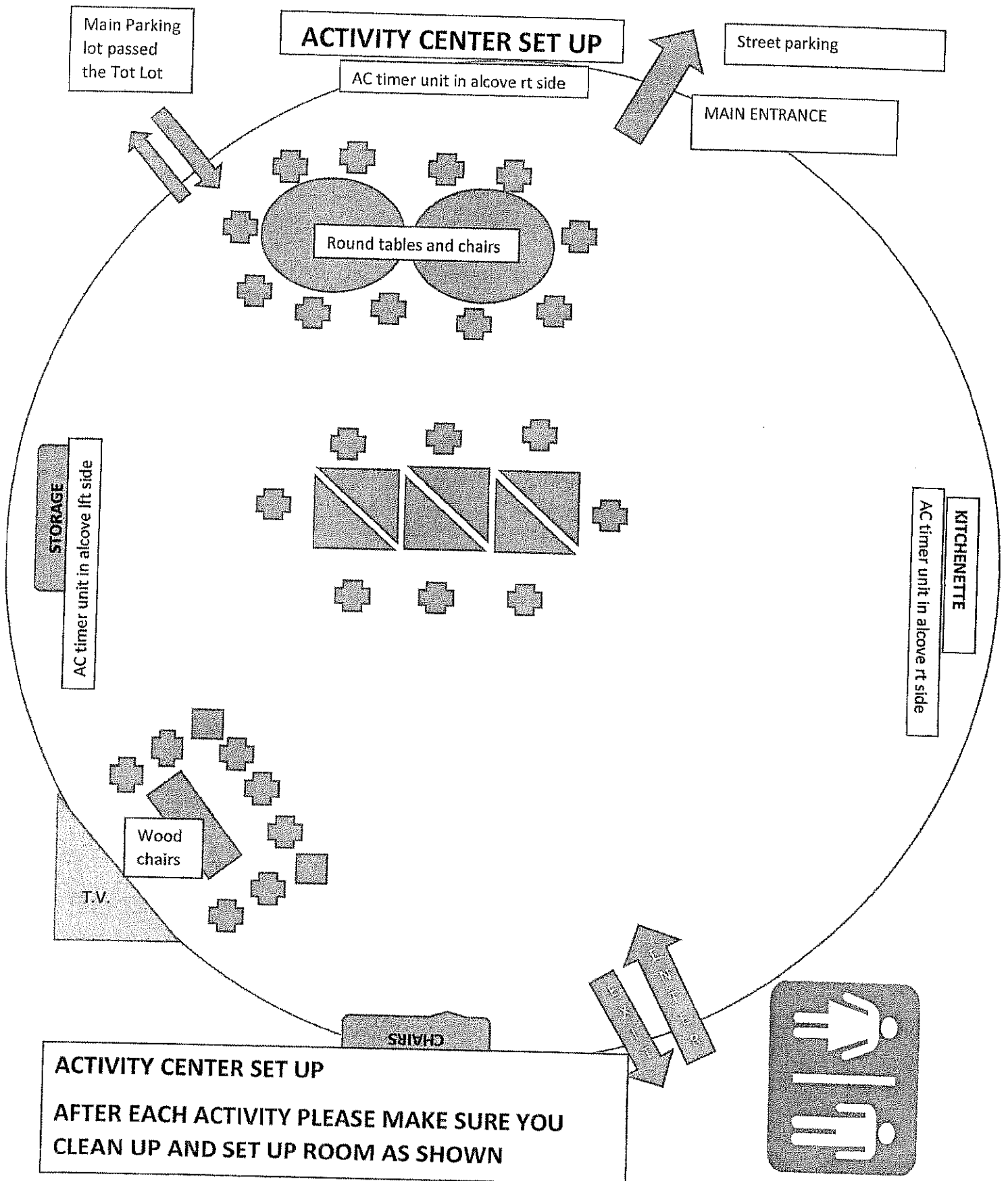
additional costs above the security deposit incurred by the Association for rectifying any damage to the Common Area Park or Facility, including removal of any trash or debris. All costs for cleaning and damages will be listed as Special Use Fees in Owner's records until paid.

23) \_\_\_\_\_ **HOLD HARMLESS. THE UNDERSIGNED OWNER/OCCUPANT AGREES TO HOLD HARMLESS THE CIVANO 1: NEIGHBORHOOD 1 ASSOCIATION, THE COMMUNITY OF CIVANO, LLC, CADDEN COMMUNITY MANAGEMENT, AND THEIR RESPECTIVE OFFICERS AND DIRECTORS FROM ANY AND ALL ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY THAT MAY OCCUR AS A RESULT OF THE HOLDING OF THE SCHEDULED EVENT .**

**ACKNOWLEDGEMENT AND CONSENT TO ABOVE TERMS AND CONDITIONS:**

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Owner/Occupant (please circle one)                      (Date)    Print Name



**ACTIVITY CENTER SET UP**

**AFTER EACH ACTIVITY PLEASE MAKE SURE YOU CLEAN UP AND SET UP ROOM AS SHOWN**

ACTIVITY CENTER

# PREINSPECTION

<input type="checkbox"/>	Tables & Chairs Arranged IAW Chart
<input type="checkbox"/>	
<input type="checkbox"/>	Garbage Cans Emptied
<input type="checkbox"/>	
<input type="checkbox"/>	Sink cleaned/Dishwasher Emptied
<input type="checkbox"/>	
<input type="checkbox"/>	Refrigerator cleared & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	Counters cleared & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	Coffee Pot turned off & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	TV components back in place
<input type="checkbox"/>	
<input type="checkbox"/>	Men's Bathroom sinks/floors/toilets
<input type="checkbox"/>	
<input type="checkbox"/>	Women's Bathroom sinks/flrs/toilets
<input type="checkbox"/>	
<input type="checkbox"/>	Floors picked up/swept
<input type="checkbox"/>	
<input type="checkbox"/>	Carpets free of debris/vacuumed
<input type="checkbox"/>	
<input type="checkbox"/>	Lights out/Doors Secured/AC Off
<input type="checkbox"/>	Report Issues to HOA Immediately @ <a href="mailto:hoa@civano1.com">hoa@civano1.com</a> (photos included)
<input type="checkbox"/>	Date:
<input type="checkbox"/>	Inspected by:
<input type="checkbox"/>	

# POSTINSPECTION

<input type="checkbox"/>	Tables & Chairs Arranged IAW Chart
<input type="checkbox"/>	
<input type="checkbox"/>	Garbage Cans Emptied
<input type="checkbox"/>	
<input type="checkbox"/>	Sink cleaned/Dishwasher Emptied
<input type="checkbox"/>	
<input type="checkbox"/>	Refrigerator cleared & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	Counters cleared & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	Coffee Pot turned off & cleaned
<input type="checkbox"/>	
<input type="checkbox"/>	TV components back in place
<input type="checkbox"/>	
<input type="checkbox"/>	Men's Bathroom sinks/floors/toilets
<input type="checkbox"/>	
<input type="checkbox"/>	Women's Bathroom sinks/flrs/toilets
<input type="checkbox"/>	
<input type="checkbox"/>	Floors picked up/swept
<input type="checkbox"/>	
<input type="checkbox"/>	Carpets free of debris/vacuumed
<input type="checkbox"/>	
<input type="checkbox"/>	Lights out/Doors Secured/AC Off
<input type="checkbox"/>	Report Issues to HOA Immediately @ <a href="mailto:hoa@civano1.com">hoa@civano1.com</a> (photos included)
<input type="checkbox"/>	
<input type="checkbox"/>	Date:
<input type="checkbox"/>	Inspected by:
<input type="checkbox"/>	