



**KISSEL HILL COMMONS LOT OWNERS ASSOCIATION  
MANHEIM TOWNSHIP, LANCASTER COUNTY, PA**

**RULES AND REGULATIONS FOR USE OF THE KHC CLUBHOUSE**

The Kissel Hill Commons Lot Owners Association (KHC) Clubhouse is a private facility designed for use by residents of the community for leisure purposes. The community has established guidelines to ensure that the facility is kept in good repair and is treated the way most individuals would treat their home.

**The clubhouse renter is to initial all items:**

**PLEASE NOTE: RENTER IS SUBJECT TO WITHHOLDING OF  
SECURITY DEPOSIT FOR FAILURE TO COMPLY WITH THESE  
AND/OR THE NOISE RULES AND REGULATIONS.**

1. Use of the clubhouse is restricted to groups of fewer than **100** people, as required by Manheim Township, PA Fire Code. \_\_\_\_\_(initial)
2. The Clubhouse may be used by an individual, hereafter referred to as “user”, for a private function. KHC homeowners, current in all KHC fees and assessments, and authorized residents of said homeowner’s property, shall be charged a fee as determined by the Board of Directors. The Clubhouse may be contracted for use only by an individual who is actually using it for the particular function. Neither a KHC homeowners nor a tenant may “sponsor” a non-resident who will be the actual user for the purposes of obtaining residential rates. The user shall be in attendance at the Clubhouse throughout the rental period. Any use that requires the payment of an admission fee or donation is prohibited. \_\_\_\_\_ (initial)
3. The Clubhouse Committee (hereafter “Committee”) of the KHC shall exercise the right of authorization or denial of the use of the KHC Clubhouse. The Committee further reserves the right to impose conditions and restriction on a particular user agreement, in addition to those specifically enumerated in these Rules and Regulations, if the committee believes that such conditions and restrictions are reasonably necessary to protect the property interest of the KHC and to ensure that the use of the clubhouse will not disturb the peace and harmony of the community. Any denial of a user application or the imposition of a condition or restriction not enumerated in these Rules by the Committee may be appealed by the applicant to the Board of Directors within ten (10) days of the denial or imposition of the conditions or restrictions. Examples of when restrictions might be imposed include, but are not limited to, problems from a prior rental, or when a reservation is made within 15 days of a requested use. The appeal must be made in writing to the management company of the KHC. The Board of Directors may affirm, reverse, or modify the decision of the Committee. \_\_\_\_\_ (initial)
4. User applications must be submitted to the Committee at least fifteen (15) days prior to the scheduled activity. The Committee reserves the right to waive the fifteen (15) day requirement.

The refundable security deposit and the appropriate rental fee must accompany the user application. Use of the clubhouse will be considered confirmed upon signature of the User Agreement by both parties and receipt by KHC of all required payments.

Refunds, where appropriate, will be processed within fifteen (15) business days of the rental \_\_\_\_\_ (initial)

5. The user will indemnify KHC for all damages, including legal fees and costs, resulting from any injury to person or property which may occur at the Clubhouse premises during the period of use. The user agrees that he/she shall hold the KHC, the Board of Directors, the Committee, and any individual representative, director, employee or agent of KHC harmless as to any such injury or damage. \_\_\_\_\_ (initial)

6. (A) The user will be solely responsible for thorough clean-up after use of the Clubhouse, and agrees to leave the Clubhouse in the same condition user found it. All trash, including trash dropped on the grounds surrounding the building, must be disposed of in secure trash bags which shall then be taken with the resident. All floors, countertops and appliances must be wiped clean, the floors mopped and vacuumed and bathrooms left in clean condition. A detailed post-rental checklist will be provided to the user by KHC prior to the use of the premises. Failure to complete the items on the post-rental checklist will result in a deduction from the security deposit. The trash bags, vacuum cleaner, and any other required cleaning materials are to be provided by the user. If KHC mops and buckets are used, they must be clean and stored in proper manner in the designated area. Any trash complaints against the user may result in forfeiture of the entire security deposit or any portion thereof deemed appropriate. \_\_\_\_\_ (initial)

(B) The user will be fully responsible for the conduct and action of all persons using the clubhouse during the period of authorized use. This shall include the conduct of guests on the grounds surrounding the clubhouse and on the shared community driveways and parking lot. \_\_\_\_\_ (initial)

(C) The Pool area is not included with any rental and is off-limits to all individuals renting or attending a function at the Club House. If anyone is caught using the pool or trespassing in the pool area, the user's security deposit will be forfeited. The Board also reserves the right to cancel the event immediately, with no refund of the rental fee. . \_\_\_\_\_ (initial)

(D) The user is required to supply and keep displayed the name and phone number of the emergency contact person. \_\_\_\_\_ (initial)

(E) No animals are permitted in the Clubhouse. Service animals are allowed \_\_\_\_\_ (initial)

(F) No smoking is permitted in the Clubhouse building. \_\_\_\_\_ (initial)

(G) No user shall permit persons under the age of eighteen years to use or occupy the Clubhouse without the on-site supervision of the suitable number of persons twenty-one years of age or older. \_\_\_\_\_ (initial)

(H) The activity at the Clubhouse must **not**:

- a. Present a clear and present danger to public safety or to the peace and welfare of the community, or its residents.
- b. Present a danger of damage to the property.
- c. Constitute a public nuisance or create a traffic hazard.
- d. Provoke or add to a public riot or breach of peace.
- e. Attract large numbers of unsupervised minors.
- f. Include any illegal activity. \_\_\_\_\_ (initial)

(I) Renter is allowed on premises between contracted hours only, including the time needed for setup and cleanup. All guests are to be off the premises, cleaning and check-out completed before contract end time. Renter will be assessed \$100 per hour or fraction thereof for time the clubhouse is used past contract end time. \_\_\_\_\_ (initial)

(J) State and County Codes must be adhered to with regard to noise. **Renters are required to understand and adhere to Manheim Township noise ordinances and restrictions.** Music may be played at a function only with all windows and doors in the Clubhouse completely closed. Music must also be played at a volume low enough so that it cannot be heard by residents of nearby homes. No music may be played outside at any time. Renter is subject to withholding of the entire security deposit for failure to comply with noise rules and regulations. \_\_\_\_\_ (initial)

(K) The Committee reserves the right to terminate a function in progress for the violation by the user of any term(s) of the signed user agreement. In the event the Committee terminates a function in progress, the user shall not be entitled to a refund of any portion of the user fee or the security deposit. \_\_\_\_\_ (initial)

(L) The consumption of alcohol beverages will be restricted to the interior of the clubhouse only. No alcohol may be served for a fee because an alcoholic beverage license is required. Use of alcohol outside of the building is prohibited. No one under the age of 21 shall be allowed to consume or possess any alcoholic beverage. Any violations of this rule shall result in the immediate termination of the clubhouse rental with no reduction or refund of rental fees or security deposits. \_\_\_\_\_ (initial)

7. State and County Codes must be adhered to with regard to sale of food or beverages. The Clubhouse holds no license for the sale of food or beverages. \_\_\_\_\_ (initial)

8. (A) The security deposit will not be returned to the user in accordance with Paragraph 4 if the Committee has confirmed the existence of any violations of the Rules and Regulations, or any damage to the Clubhouse, its furniture, and fixtures. Repairs to the premises shall be made only by persons authorized by the Committee. \_\_\_\_\_ (initial)

(B) Damage fees assessed to the user will be based on the actual cost of repairs, plus consequential damages. A facility cleaning charge will be assessed in the event that inspection reveals the need for remedial cleaning of any portion of the clubhouse or exterior surroundings, including decks and parking areas and driveways adjacent to the building. \_\_\_\_\_ (initial)

(C) Any refundable portion of the security deposit shall be returned by KHC by check within fifteen (15) business days after the use of the Clubhouse. Any appeal by the user of damage determination and/or assessment made by the Committee must be made in writing to the management company of KHC within ten (10) days of notification of such damage determination or assessment. The appeal will be heard by the Board of Directors, which may affirm, reverse, or modify the determination of Committee. \_\_\_\_\_ (initial)