

Foxboro Coventry Towns Homeowners Association, Inc.

August 2012

Dear Foxboro Owner:

The purpose of this letter is to inform Owners of a revision to the pool rules and to provide Owners with the new process for reserving the clubhouse.

Pool Rules

As a result of numerous complaints from multiple Owners, the Management Committee recently adopted a Resolution to the Pools Rules, which prohibits the use of the pool to teach swimming lessons. The swimming pool may not be used to give swimming lessons or to teach any person to swim, except that an Owner may use the swimming pool to teach his or her own children and/or spouse to swim. An Owner who violates this rule will be subject to a fine and may, after notice from the Management Committee and a hearing in accordance with the Declaration, Bylaws, and Rules and Regulations, have such Owner's swimming pool privileges suspended for the remainder of the summer season in which the violation occurs.

Reserving the Clubhouse

Effective August 15th, PMSI will begin handling the reservations for the clubhouse. Attached is a reservation guide and checklist that Owners should refer to when reserving the clubhouse, the reservation and use agreement and the reservation application. We strongly encourage Owners to read the new agreement with respect to when their reservation is confirmed and gets added to the activity calendar.

Very truly yours,
Foxboro Management Committee

Foxboro Coventry Homeowners Association, Inc.
Clubhouse Reservation Guide and Checklist

Below you'll find a step-by-step guide and checklist to reserving the Clubhouse:

- Obtain a copy of the Reservation and Use Agreement from the Association website:
www.foxborocoventry.com
- Read through this agreement in its entirety.
- Check the activity calendar on the website to make sure the date you are requesting is available. The activity calendar can be accessed by clicking on the Activity Calendar in the left-hand navigation link.
- If you are a tenant requesting the reservation – the owner of the unit must initial and sign the Clubhouse Rental Application. PMSI will verify the unit address against the list of rented units. If the application is submitted by a tenant without the signature of the owner – the application will be denied and the tenant will be notified via email or contacted by telephone.
- Fill out the Clubhouse Rental Application (page 3 of the agreement) **in full**.
- Return the completed application, along with the required \$100 deposit to Cardeane Cecil at the below address. If you want your check returned to you upon a clean inspection of the clubhouse, you must include a self-addressed, stamped envelope (SASE); otherwise the check will be destroyed regardless of what is indicated on the rental application.
- Reservations will not be held or considered valid until the deposit and application is received by PMSI.

Property Management Systems
Attn: Cardeane Cecil
262 E 3900 S
Salt Lake City, UT 84107
cardeanec@pmsystems.net
O: 801.262.3900
F: 801.262.0202

Clubhouse Reservation and Use Agreement
Foxboro Coventry Homeowners Association, Inc.

Application for use of the Foxboro Coventry Towns clubhouse (the "Clubhouse") by owners of condominium units at Foxboro Coventry Townhomes (each, an "Owner") will be considered on a first come, first served basis. Only an Owner may reserve the Clubhouse – tenants may not reserve the Clubhouse. The Clubhouse may be reserved any day of the week between 8am and 10 pm by submitting a completed application, signed by an Owner, together with payment of a deposit in the amount of \$100.00, the deposit being refundable only if the Clubhouse is left clean and undamaged. The Management Committee of Foxboro Coventry Towns Homeowners Association, Inc. (the "Association") is responsible to approve applications and to assess charges for clean up or damage repair. An owner reserving the Clubhouse may – upon availability – use the Clubhouse grounds and other amenities during the hours reserved. Please note, however, that reservation of the Clubhouse does not include exclusive use of the pool or gym facility.

Applications & checks for reservation must be made at least 72 hours in advance of the requested reservation date. Reservation dates/times may be requested by e-mail, cardeanec@pmsystems.net, and will be held pending payment of the deposit and submission of the application for **48 hours only**. Applications and reservations will not be held or considered valid until full payment of the deposit is received by PMSI. The deposit must be paid in the form of a check made payable to Foxboro Coventry Towns Homeowners Association, Inc. The deposit check will be destroyed – or returned - to you as requested; provided the no cleaning, and/or damages are assessed by the Management Committee. Please indicate on the application how you would like this handled. If you wish to have the check returned to you, you must include a self-addressed, stamped envelope with your application.

No Owner or any other person may use the Clubhouse for any commercial or business purpose, including the sale of goods or services. The maximum number of people who can be in the Clubhouse at any given time is 50. While using the Clubhouse, Owners and guests must comply with all applicable laws (including but not limited to laws regarding the serving of alcoholic beverages and city ordinances regarding noise). Children using the Clubhouse must be supervised by a responsible adult at all times. No use of the Clubhouse may violate any of the provisions of the Declaration or of the rules and regulations of the Association, including rules and regulations relating to parking. The Management Committee may impose reasonable conditions on the use of the Clubhouse. Violations of applicable law, Association rules and regulation, or any conditions imposed by

the Management Committee by an Owner of the Owner's guests while using the Clubhouse will result in a suspension of the Owner's right to reserve the Clubhouse for a period of time to be determined by the Management Committee.

The Owner reserving the Clubhouse is responsible for cleaning the Clubhouse after it has been used, and the Owner must bring his/her own cleaning supplies. No cleaning supplies will be available for an Owner's use. **If and Owner or the Owner's guests damage the Clubhouse or leave it in an unacceptable condition, the Owner will be responsible for the full cost of repairs and cleaning,** and shall pay such costs to the Association upon demand. If the Owner fails to do so, the amount owed shall constitute an assessment and a lien against the Owner's condominium unit, under the Rules and Regulations of Foxboro Coventry Towns, *Section 4.6a*

Clubhouse Reservation Application

(Please fill out completely)

Name: _____ Owner Tenant (please circle one)

Address: _____

Phone Number: _____ Cell Work Home (please circle one)

E-mail Address: _____

Requested Rental Date & Time: _____ Approx. Number of Guests: _____

Requested Disposition of Deposit Check: (please circle one)

Destroy Check

Return Check
(I have included a SASE)

I, the owner, have read the foregoing Reservation and Use Agreement and agree to its terms and condition. As a condition to my use of the Clubhouse, and in consideration of such use, I further agree as follows;

Owner
Initials _____

1. My use of the Clubhouse shall be undertaken at my own risk, and neither the Association nor its directors, officers, agents and representatives shall have any liability whatsoever to me or to any other person for any injuries, losses, property damage, or claims arising out of or resulting from the use of the Clubhouse by me or my guests.

Owner
Initials _____

2. I hereby irrevocably and absolutely waive and release any and all claims I might assert against the Association and its directors, officers, members, agents and representatives arising out of or resulting from the use of the Clubhouse by me and my guests, including but not limited to any claim arising out of or resulting from the condition of the Clubhouse and/or the condition of all personal property of the Association located therein.

Owner
Initials _____

3. I shall indemnify, defend and hold harmless the Association and its directors, officers, members, agents and representatives from and against any and all liabilities, claims, losses, judgments, damages, expenses and costs, including without limitation all attorneys' fees and costs, incurred by the Association in connection with, arising out of, or resulting from the use of the Clubhouse by me and my guests and invitees, except to the extent that such liabilities, claims, losses, judgments, damages, expenses and costs are the result of the gross negligence of willful misconduct of the Association.

Owner Signature: _____ Date: _____

Please mail completed application to: Property Management Systems, 262 E. 3900 S., SLC, UT 84107