



September 14, 2009

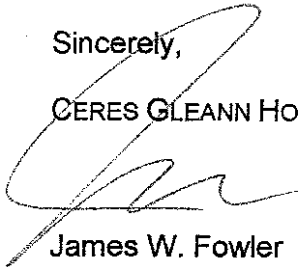
Re: Updated Rules for the use of the Ceres Gleann HOA Community Center and Gazebo Area

Dear Ceres Gleann Homeowners,

Enclosed you will find a copy of the Consent Resolution of the Board of Directors of the Ceres Gleann Homeowners Association, Inc., in which the Board adopted updated Rules for the Use of the Ceres Gleann HOA Community Center and Gazebo Area. Attached to the Resolution is a copy of the updated Rules and a companion Reservation and Rental Agreement Form as adopted by the Board. The Rules update and Rental Agreement Form were proposed by the Community Facilities Committee, with the approval of the Transitional Advisory Committee (TAC), and adopted by the Board following its discussions with the TAC.

Sincerely,

CERES GLEANN HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS



James W. Fowler



Ron Hannegan



Michael Stewart

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CONSENT RESOLUTION
OF
CERES GLEANN HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned are the Directors of Ceres Gleann Homeowners Association, Inc., an Oregon non-profit corporation; and

WHEREAS, the undersigned wish to take the action as hereinafter set forth pursuant to the Oregon Non-profit Corporation Act and the Oregon Planned Community Act; and

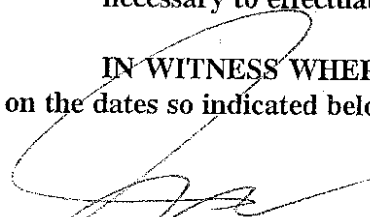
WHEREAS, the Community Facilities Committee, with the approval of the Transitional Advisory Committee, have submitted the RULES FOR THE USE OF THE CERES GLEANN HOA COMMUNITY CENTER AND GAZEBO AREA (Exhibit A) and the companion CERES GLEANN COMMUNITY CENTER RESERVATION FORM AND RENTAL AGREEMENT (Exhibit A-1), both documents attached hereto, for approval and adoption by the Board of Directors.

NOW, THEREFORE, the following resolutions are unanimously adopted:

BE IT RESOLVED, the RULES FOR THE USE OF THE CERES GLEANN HOA COMMUNITY CENTER AND GAZEBO AREA and the companion CERES GLEANN COMMUNITY CENTER RESERVATION FORM AND RENTAL AGREEMENT, as attached hereto, are approved and adopted by the Board of Directors.

BE IT FURTHER RESOLVED, the officers, agents and Directors of the Corporation are authorized to execute any and all documents and to carry out the appropriate actions which they may determine to be reasonably necessary to effectuate such resolution.

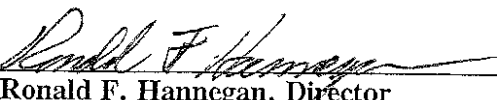
IN WITNESS WHEREOF, the undersigned have hereunto executed this document on the dates so indicated below.



James W. Fowler, Director

9-11-09


Date



Ronald F. Hannegan, Director

9/11/09

Date



Michael B. Stewart, Director

9-11-09

Date

**RULES FOR THE USE OF THE CERES GLEANN HOA
COMMUNITY CENTER AND GAZEBO AREA**

1. The Ceres Gleann Community Center & Gazebo Area (collectively the "**Community Facilities**") may only be rented by a Ceres Gleann HOA member who is current on all assessment fees (the "**Responsible Party**"). Permission to use the facility may not be assigned or transferred to any other person without the express prior written consent of Ceres Gleann Community Facilities Committee (the "**CFC**") or the Ceres Gleann HOA Board of Directors (the "**Board**"). Responsible Party must attend and remain for the entire duration at any approved function at the Community Facilities, and be available at the start of the function and for final inspection of the facility at the end of the use period or the entire security/cleaning deposit may be forfeited. THIS IS A SMOKE FREE ENVIROMENT FOR RESIDENTS AND GUESTS USING THE CLUBHOUSE, PATIO, THE GROUNDS SURROUNDING THE CLUBHOUSE AND THE GAZEBO AREA. The Responsible Party must also ensure that there is a functioning cell phone present at their event to call "911" in the case of an emergency.
2. Responsible Parties may reserve/rent the community center for personal/private social functions. Responsible Parties may not sponsor any religious services, organized service club meetings or functions, business or non-profit organization meetings, or political organization events.
3. Responsible Parties scheduling a money making event (e.g., Tupperware party, or similar event) may rent the community facilities, unless otherwise determined by the Board.
4. Any HOA function sponsored or approved by the Board does not require any fees or security deposits. It is expected that cleanup will occur and the community center will be left in the manner in which it was found.
5. No rental fees will be charged for funeral receptions or memorial services honoring a member of the HOA.
6. Reservations for use of the Community Facilities are granted on a first-come-first-served basis to the extent reasonably possible. Priority for reservations will be given to committees and events that benefit all HOA members. If a conflict should arise involving a particular date needed by a private party, the CFC will make every effort to accommodate both needs. If a reasonable solution is not reached by private party and CFC, the Board will make the final determination regarding use of the Community Facilities for such particular date.
7. Unless otherwise determined by the Board, family or friends visiting Ceres Gleann HOA members are allowed to participate in Ceres Gleann HOA

Exhibit A

functions. HOA members are asked to use reasonable judgment when inviting these guests to HOA functions, as space at the HOA functions is sometimes limited. Certain functions may be stipulated as: "For HOA Members Only."

8. A rental fee of fifteen dollars (\$15.00) per hour will be charged for the use of the community center facility. A one hundred dollar (\$100.00) refundable security/cleaning deposit in the form of a check or money order, along with the completed application form must be submitted to the CFC at the time the reservation is made. The hourly rental fee, as well as the security deposit, is due and payable at the time the responsible party reserves the facility. The rental fee will be immediately deposited and the security deposit will be held until after the event. If the facility is left in the same condition as before the function, then the security/cleaning deposit will be promptly returned. The community center cannot be rented any earlier than 8am or any later than 10pm. Unless otherwise approved by the CFC or Board, setup, decorating, cleanup and putting away of equipment should be done within the block of time the resident has paid for the room. Signs, posters, streamers, decorations, etc. cannot be taped, thumb tacked, stapled, or nailed to walls or acoustic panels. Please use extreme caution and common sense if candles are going to be present and lit in the Community Facilities. No helium balloons may be used in the Community Facilities if candles are present and lit. Unless otherwise approved by the CFC or the Board, the TV, the TV/Stereo components in the storage cabinet and the barbecue are not included with the rental of the Community Facilities, and are not to be used during private events.
9. The Responsible Party agrees to maintain an orderly activity and accepts full responsibility for all participants and their actions. If the participants at an event become disorderly or cause a serious incident requiring an event to be stopped by the CFC, the Board, or the police, the Responsible Party's deposit shall be forfeited.
10. The refundable security/cleaning deposit is collected and held in the case of damage to the facility and additional clean up that must be performed by staff to ready the facility for the next user. These funds will be held until the event is over. Following the event, a CFC representative will inspect the facility. If no additional clean up is needed and no damage is reported, the security deposit shall be refunded to the Responsible Party. If, however, the facility or equipment was damaged or should the facility require additional cleaning, all cost associated with the repair of the damage or cleaning the facility, shall be deducted from the security/cleaning deposit. Should the damage or cleaning exceed the amount of the security/cleaning deposit, then the Responsible Party who sponsored the event, shall promptly pay for all additional costs in excess of the security/cleaning deposit. Only persons authorized and approved by the Board shall make repairs to the facility or its contents. Failure of the Responsible Party to pay the additional cost may result in the commencement of collection

Exhibit A

actions or legal proceedings, the cost of which shall also be borne by the Responsible Party.

Any appeal by the applicant of the damage determination, must be made in writing to the Board within five (5) days of the date of the written notification of such damage determination.

11. If an event is an HOA function with prior approval of the CFC or Board, consumption of alcohol at such event is permitted. Attendees at any such event may bring their own alcoholic beverage(s) to the Community Facilities for their own consumption. However, the price of admission for such event shall not include alcoholic beverages; nor shall the HOA provide or sell alcoholic beverages at any such event.

Serving alcoholic beverages by a Responsible Party during a personal/private social function held at the Community Facilities is permitted, but all laws governing the serving and consumption of alcohol at such functions must be obeyed.

No one associated with any function shall consume alcohol in the Community Center parking lot, sidewalks, or driveway. The sale of alcoholic beverages inside the Community center or the sale of tickets or charging admission to enter the Community Facilities is strictly prohibited.

12. The Responsible Party renting the Community Facilities shall provide proof of liability insurance in the minimum amount of Three Hundred Thousand Dollars (\$300,000.00). If alcohol will be present at the event the minimum amount of liability insurance shall be Five Hundred Thousand Dollars (\$500,000). If the Responsible Party renting the Community Facilities brings in a vendor or other outside party to the event for purposes of presenting or selling a product or service, the vendor or outside party shall provide an insurance certificate in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) to the CFC naming the Ceres Gleann Homeowners Association as an additional insured, 48 hours prior to the scheduled event.
13. The Board may stop any function that runs past the official closing time of 10:00 p.m., or any function that is disruptive and damaging in any way to residents, guests or the Community Facilities as determined by the either the CFC, the Board, or the police. In such an event, the Responsible Party's deposit may be forfeited.
14. Responsible Party shall sign the appropriate rental agreement that includes an indemnification provision prior to the event. The Responsible Party will also agree to indemnify, defend and hold the HOA, its agents and volunteers harmless from and against any and all claims, damages, losses and expenses,

including but not limited to attorneys' fees, arising out of or resulting from the Responsible Party's use of the facilities.

15. The Community Facilities must be cleaned at the conclusion of the event, before leaving the facility. Responsible Parties should end their events so to leave sufficient time for proper cleanup within the time reserved for use of the Community Facilities. If the cleaning is not completed by the ending time, the security deposit or an hourly prorated portion of it may be forfeited. The Responsible Party is required to supervise cleanup. Proper cleanup of the Community Facilities includes, but is not limited to, the following list:
 - a. Signs, posters, streamers, decorations, etc. must be removed from the premises.
 - b. Pick up and bag all trash from the room and the grounds, and remove from the premises.
 - c. Clean kitchen area to include the microwave oven, counter tops and refrigerator. Do not clean oven with automatic cleaning feature but clean any spills from oven surface.
 - d. Clean bathroom counter tops, toilets and pick up all trash.
 - e. Absolutely no food is to remain in refrigerator or freezer without prior consent of CFC.
 - f. Clean and then return all tables, chairs and other furniture or equipment to the proper storage place.
 - g. If you have rental equipment that must remain overnight until pickup the next business day after event, please coordinate this with the CFC.
 - h. All carpeted surfaces must be vacuumed and linoleum surfaces be swept before leaving the community center facility. Before leaving the gazebo area facility, all landscaped areas and improved surfaces must be free of trash and the improved surfaces swept.
 - i. Please make every effort to leave the Community Facilities at the ending time stated on the approved application.

Failure to complete any of the applicable items above may result in a partial or total forfeiture of deposit fee, and forfeiture of rights to future use of the Community Facilities, as determined by the Board.

Exhibit A

16. Under most circumstances, refunds will be issued to the Responsible Party if a function is cancelled, provided that the CFC is provided prior notice of such cancellation within a reasonable time of the scheduled event
17. No more than 232 people are permitted in the community center facility at any one time, unless otherwise approved by the Board, and subject to any additional requirements imposed by the Board.

If the facility is rented for a personal/private social function, the number of guests shall not exceed 50 people, unless otherwise approved by the Board. If the personal/private social function is held where children under the age of 18 are present, it will be the responsibility of the Responsible Party to see that the children are supervised, so that no harm comes to any of the children or to any of the Community Facilities.

18. No pets of any kind are permitted in the Community Center, except certified assistance animals for any persons with disabilities.
19. The Community Facilities Committee shall have the authority to approve or deny use of the Community Facilities upon receiving a completed Rental Agreement Form. In the event that a Ceres Gleann HOA member is denied the right to use the facility, for any reason other than the fact that the facility is already booked or that the applicant is not current on all assessment fees, the person denied use of the facility may file a written Appeal Form to the Board for review. If any denial of use cannot be resolved between the HOA member and CFC, the determination of the Board shall be final. This appeal must be received within five (5) days of the date of denial. The right to use the Community Facilities may be cancelled by the Board at any time due to an emergency.
20. The responsible party understands and agrees that no firearms, weapons of any kind, controlled or illegal substances, or drug paraphernalia are permitted on or within any of the Community Facilities.

**Ceres Gleann Community Center
Reservation Form and Rental Agreement**

Purpose of this form: This form is used by the Ceres Gleann Homeowners Association, Community Facilities Committee to make available to its members and to schedule the use the Ceres Gleann Community Center for single events only, remind homeowners of their rights and responsibilities when they host events in the facility, and to provide a written rental agreement between the Homeowners Association and the host. The cost to rent the Community Center is used for the operation and maintenance of the facility.

Ceres Gleann Homeowner Event Host Information

Name (Responsible Party):	Phone Number:
Address:	

Event Information

Purpose:		
Number of Guests Expected:		
Date	Starting Time:	Ending Time:

Insurance Certificate

- Host must initial whether or not alcohol will be served at the event: YES ____ NO ____
- Host must initial that they have read the information below on insurance binders and will comply: INITIALS: _____
- Committee member acknowledging receipt of the insurance certificate and approving the serving of alcohol at the event if appropriate. INITIALS: _____

If you will serve no alcohol at your event the amount of your certificate/binder is \$300,000.
If you are serving alcohol at your event, it is \$500,000.
If you are having an event that uses a third party, such as a caterer or demonstrations by private individuals, your binder/certificate must be in the amount of \$500,000

Check your homeowner's policy to see if your personal liability amount satisfies the \$300,000 or \$500,000 requirement. If it does, please bring it with you when you turn in your paperwork to rent the center. A member will initial off on this form. If your personal liability is insufficient, then contact your Insurance Agent and get a certificate or binder to satisfy the amount you need. The insurance certificate must be made out to the Ceres Gleann Homeowner's Association and must be presented within 48 hours prior to the event.

Responsible Party Responsibilities

In order to reserve the Community Center, the Homeowner Event Host must agree to the following operating guidelines. *Please initial approval.*

- I agree no candles will be lit if helium balloons are used.
- I agree no streamers or other decorative items will be taped, pinned or stapled to the walls of the Community Center or the acoustic panels.
- I agree no one under the age of 21 will be served alcohol.
- I agree no one will be given alcohol that is visibly under the influence of alcohol or intoxicated.
- I agree no alcoholic beverages will be consumed outside the clubhouse except on the attached patio and I agree that no selling of alcohol will be permitted.
- I agree to remove all garbage from center after my event
- I agree to clean all bathrooms to include toilet, sink and other areas as noted in the Rules.
- I agree to leave the Community Center in the same condition I found it in.
- I agree that the official closing time will not be later than 10:00 p.m.
- I agree to return the keys to the CFC representative by noon on the day following the event, unless another event is scheduled before then. If this is the case, I will return the keys to the CFC Representative by 8 a.m. on the day after.

Signature of Responsible Party:	Date:
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Fee Schedule for the Community Center

Facility Use	\$15.00 per hour. (Includes tables and chairs, the use of the kitchen and its contents and the patio). \$100 refundable security/ cleaning deposit.
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ALL RULES ARE SUBJECT TO CHANGE

Rental Agreement on Reverse

Exhibit A-1

Responsible Party must attend and remain at the function for which permission is being granted to use the facility, and be available at the start of the function and for final inspection of the facility at the end of the use period or the entire deposit will be forfeited.

Unless otherwise approved by the Community Facilities Committee (CFC) or the Board, the TV, the TV/Stereo components in the storage cabinet and the barbecue are not included with the rental of the Community Facilities, and are not to be used during private events.

Serving alcoholic beverages by a Responsible Party during a personal/private social function held at the Community Facilities is permitted, but laws governing the serving and consumption of alcohol at such functions must be obeyed. Alcoholic beverages shall not be served to or consumed by minors as defined by State Law. The Responsible Party will be responsible for making sure that anyone consuming an alcoholic beverage is over the age of 21. Alcoholic beverages may only be consumed inside the Community Center or on the Patio. No one associated with any function shall consume alcoholic beverages outside the community center on the parking lots, sidewalks or driveways. Alcoholic beverages shall not be served to anyone who is visibly under the influence of alcohol or intoxicated. The sale of alcoholic beverages inside the Community Center or the sale of tickets or charging of admission to enter the Community Center where alcoholic beverages are being served is strictly prohibited except when explicitly approved by the Board of Directors.

The responsible party agrees to maintain an orderly activity and accepts full responsibility for all participants and their actions including children under the age of 18. If the participants at an event become disorderly or the police are called to the center in response to a serious incident (as determined by CGHA) or the event must be stopped by either the management office, security officer, member(s) of the Board of Directors, or the police, the responsible party's deposit shall be forfeited.

Responsible Party shall indemnify, and defend, and hold CGHA, its agents and employees harmless from and against any and all liability for personal injuries, property damages, or loss of life or property, resulting from or in any way connected with his use of the facilities, except for liability for personal injuries, property damages, or loss of life or property caused solely by the negligence by CGHA.

The Community Center area must be cleaned before leaving the facility. Responsible Party should be sure to end their events and leave sufficient time for proper clean up within the time reserved for use of the Community Center. If the cleaning is not completed by the ending time stated on this agreement, the security deposit will be forfeited. The responsible party is required to supervise clean up.

Responsible Party understands and agrees that no firearms, controlled, illegal substances, paraphernalia or weapons of any kind are permitted on the premises.

THERE IS TO BE NO SMOKING IN THE COMMUNITY CENTER OR PATIO AREA

I acknowledge that I have accepted the clubhouse in a clean and orderly fashion and will leave it the same.

By signing below, I agree to abide by all guidelines listed above and included in the most current CG HOA Community Center Rules.	
Signature of Responsible Party:	Date:

Request Approved: _____		Reason: _____	
Rental Fee Received:	\$ _____	Check #:	
Security Deposit Received:	\$ _____	Check #:	
Insurance Certificate Received (Y or N):	Date: _____		
Signature of CFC Representative:	Date: _____		

Security Deposit Return Date: _____	
Signature of CFC Representative:	Signature of Responsible Party: