

Sterling Hills At Quarry Heights Clubhouse

CLUBHOUSE KEY AND CLUBHOUSE GENERAL USE AGREEMENT

This Key Fob and Clubhouse Use Agreement is entered into on this ____ day of _____, 2025, by and between the homeowner(s) (hereinafter referred to as "Resident") of the property located at 300 Jacquelyn Ln and the Homeowners Association of Sterling Hills and Stone Ridge for the use of the clubhouse and its associated amenities subject to the following terms and conditions:

Part I: Key Fob Agreement

1. Key Fob Issuance

The Association agrees to provide **one (1) key fob** to each household for the exclusive use of accessing the clubhouse and its amenities.

2. Replacement or Additional Key Fobs

Should a Resident require additional or replacement key fobs, the Resident will incur a **non-refundable fee of \$25.00** for each additional or replacement fob to be picked up in our office 101 Golf Course Dr, suite 200 Rohnert Park, 94952 with a check made out to Sterling Hills HOA.

3. Responsibility for Key Fob

The Resident agrees to keep the key fob in a safe and secure location. Lost, stolen, or damaged key fobs must be reported to the Association immediately. If a key fob is lost, stolen, or damaged, the Resident agrees to pay the \$25.00 replacement fee.

4. Use of Key Fob

The key fob is strictly for the use of the Resident and members of their household. The Resident agrees not to share or allow unauthorized individuals to use the key fob.

5. Termination or Revocation of Access

The Association reserves the right to terminate or revoke the key fob access at any time if the Resident or any household member violates the rules and regulations governing the clubhouse or any other provisions outlined in this Agreement.

Part II: Recreational Community Center Use Agreement

This portion of the Agreement is entered into between the Resident and the Association for use of the Clubhouse, subject to the following terms:

1. Eligibility for Use

Use of the Rec Center is only available to **Residents** (tenants and homeowners). However, use will be denied if assessments from the Owner of the Lot or Unit are delinquent.

2. Tenant Use

If a tenant uses the Rec Center, the Owner of the Lot or Unit must also sign and be a party to

this Agreement.

3. Hours of Use

Unless otherwise permitted by the Board, use of the Rec Center shall be limited to **8:00 am to 8:00 pm**.

4. Invited Guests Only

Rec Center use is for invited guests personally known to the Resident or Owner only and may not be open to the public. No commercial use is permitted. The Resident or Owner must be present during the entire event.

5. Prohibited Activities

- Smoking is not permitted anywhere on Association property, indoors and outdoors.
- No decorations are to be hung from the walls or ceiling by any means.
- Alcohol is not allowed unless the Resident or Owner submits a Reservation Form to the Association and acquires the proper insurance.
- No pets or animals are allowed, except for Service Animals.
- No bounce houses are allowed in or around the Rec Center.
- No drug use, including tobacco on the premises

6. Resident Responsibility

- The Resident agrees to be responsible for the Rec Center during the entire time they are using it, including supervision of all guests.
- The Resident agrees to keep noise at a reasonable level and respect the wishes of other Residents if a noise complaint is made.

7. Compliance with Laws and Association Rules

The Resident agrees to comply with all government laws and regulations as well as the Association's governing documents.

8. Personal Property and Liability

The Association is not responsible for damage to or loss of personal property in the Rec Center or elsewhere on Association property, including motor vehicles.

9. Damage or Cleaning Responsibility

The Resident agrees to be responsible for any cleaning or damages caused as a result of their use of the Rec Center. If the user of the Rec Center is a tenant, the tenant is the primary party responsible for any costs incurred by the Association to restore the facility to its original condition.

10. Indemnification

The Resident agrees to indemnify and hold the Association, its board of directors, management company, and members harmless from any loss, claim, liability, injury, cost, or expense incurred by the Resident or their guests arising from the use of the Rec Center.

11. Dispute Resolution

In the event of a dispute relating to this Agreement, the decision of the Association's Board of Directors will be final.

Acknowledgment and Acceptance

By signing below, the Resident and, if applicable, the Owner of the Lot or Unit, acknowledge that they have read, understood, and agree to the terms and conditions outlined in both the Key Fob Agreement and the Clubhouse Use Agreement.

Resident's Information:

- Name: _____
- Homeowner's Name (if different): _____
- Resident Address: _____
- Sterling Hills Member: ____ Stone Ridge Member: ____ (Check One)
- Home (or Cell) Telephone: _____
- Work Telephone: _____

Signature(s):

- Resident: _____ Date: _____
- Owner (if Tenant is User): _____ Date: _____

Association Representative:

- Name: _____
- Signature: _____ Date: _____