

COASTAL BAY HOA CLUBHOUSE RULES & REGULATIONS

The following rules and regulations pertain to the Coastal Bay HOA Clubhouse. The Clubhouse rules and regulations have been approved by the Association Board and are required for clubhouse rental by Coastal Bay HOA homeowners.

Clubhouse Rental Eligibility

Coastal Bay HOA Clubhouse is available for the use and enjoyment of Coastal Bay HOA homeowners and their residents in good standing. The rules and procedures for clubhouse rental are set forth below.

Restrictions: No for-profit business activities or events are permitted if the intent of the rental is for solicitation, promotion and/or sales of any kind. This restriction applies to Coastal Bay HOA residents, and any other person or entity, seeking to rent either clubhouse.

A Coastal Bay HOA homeowner representing a non-profit organization seeking to rent a clubhouse will be considered for rental approval. Detailed information about the organization and the intent of the rental will be required prior to rental approval. The Rental Fee will be required unless waived by Board action. To be considered for waiver of the rental fee, the event must:

- be open to all Coastal Bay HOA homeowners;
- be announced in the Coastal Bay HOA Website and/or a newsletter at least one month prior to the event; and
- the renter has signed and submitted the liability waiver.

The Coastal Bay HOA Community Association will annually provide civic, social and association-related meetings in the clubhouses throughout the year. HOA Board meetings, civic meetings and social events are open to all Coastal Bay HOA residents. **Clubhouses Occupancy**

One adult **must** be present for every eight (8) persons under the age of 16 to provide adequate supervision.

A security guard **must** be hired for any group of thirty (30) or more in which the majority are between the ages of 17 and 25.

Rental Fees and Deposits

Rental

Fee (non-refundable)	\$150
Security Deposit (Refunded after satisfactory inspection)	\$300

Fees and the deposit must be received and successfully deposited within two weeks following the reservation request in order for the rental to be confirmed. If not received within the two week period, the reservation will automatically be cancelled. Checks should be made to the **Coastal Bay HOA Community Association**. Any returned checks will automatically cancel the homeowner's reservation and a bill for any bank fees will be issued. The homeowner may resubmit a request for a reservation, but the reservation will not be processed until the full amount of the agreement, plus any fees, have been successfully deposited.

If a reservation is canceled three (3) weeks or more before the date of the event; all fees and the deposit will be remitted to the homeowner.

The deposit will be remitted to the homeowner upon successful inspection of the clubhouse following the event. The deposit check will be destroyed and the homeowner will be notified by telephone or e-mail.

Any damages or missing furniture and/or equipment identified during the inspection following the event will result in holding the deposit until costs of repair or replacement are determined. This amount will be deducted from the deposit. The homeowner will be given a detailed document of the damages and a summary of the charges. The homeowner will be responsible for paying any costs in excess of the deposit within ten (10) working days of receipt of the bill. Non-payment of these costs will be forward to the Associations attorney's for action.

Reservations and Rental Periods

To check the availability of the clubhouse, check with board president or events tab on Coastal Bay HOA Facebook page.

Homeowners are not permitted to make reservations for an event more than six (6) month prior to the event. The Coastal Bay HOA may reserve clubhouses for community-wide events up to a year in advance of the event.

The Property Manager and/or a Board Member will notify the homeowner when the rental application has been approved. Clubhouse door access use a key and/or fob which will be provided by the Property Manager for the time period of the rental.

Rental Periods

No homeowner may make a reservation for more than two (2) consecutive days and no more than four (4) days in any one month.

During the week (i.e. Sunday through Thursday), the clubhouses may be used from 8:00 a.m. until 11:00 p.m. **Music, or other loud noise, must cease at 10:30 p.m. during the**

week. During the weekend (i.e. Friday and Saturday), the clubhouses may be used from 8 a.m. until 1 a.m. **Music, or loud noise, must cease at 12 midnight.**

Set-up prior to the event

The above rental periods include time for set-up. Homeowners may not begin preparation activities or allow access to the clubhouse by guests or other participants of the event prior to the stated periods. Caterers, and other non-residents, are not permitted in the clubhouse without the homeowner's presence.

Cleaning and furniture arrangement following the event

It is the responsibility of the homeowner renting the clubhouse to put all furniture in its original location, remove all trash and clean as listed below. Homeowners must finish all tasks prior to the end of the rental period. Homeowners must remove all personal and rental property by the end of the rental period. The homeowner renter should return the clubhouse to the condition it was in prior to the homeowner's event.

Clubhouse Use Restrictions

Clubhouse rental is limited to the interior of the clubhouse and the clubhouse deck. Restrictions include:

No smoking is permitted in the clubhouse or on the deck.

Clubhouse events may not overflow onto the clubhouse pool deck.

Structures may not be erected outside the clubhouse.

No paint, tape or tacks are permitted on walls, windows, fixtures molding, fireplace, mantels or ceiling.

Interior clubhouse furniture must remain in the clubhouse at all times.

No animals are permitted in the clubhouse or on the deck.

Deck furniture should remain on the deck.

Folding chairs and tables may be used in the clubhouse or on the deck.

Event participants are not permitted to use the pool facilities.

Event participants are not permitted to wear wet bathing suits in the clubhouse.

Parking is provided adjacent to the clubhouse and should be used by the participants of the event. If parking is inadequate, guests are requested to park in a neighboring parking lot at their

own risk and with the consent of the property owner.

No illegal substance will be allowed at any time in the clubhouse or grounds of the clubhouse.

The homeowner or resident must be present for the entire time the clubhouse facilities are in use.

No candles allowed inside or outside the clubhouse.

The outside doors must be kept closed when the air conditioner/ heater is on.

The homeowner is responsible for the conduct of his/her guests and proper behavior to proper behavior to prevent damage and excessive noise.

Any resident of the development may stop in during a party if there is any indication that rules and regulations are being violated. Proper authorities will be notified immediately.

Responsibilities, Risks Liabilities and Hazards

The homeowner assumes all responsibilities, risks, liabilities and hazards incidental to the activities for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the clubhouse and its appurtenances. Violations thereof by any person setting up, serving at present at, attending, or in any other way related to the function, may, at the sole discretion of the Association's Board of Directors, result in, but is not limited to, forfeiture of the refundable deposit.

The homeowner agrees that, if alcoholic beverages are served during the function, then alcoholic beverages **shall (1) not be sold at the function, (2) not be served or allowed to be provided to minors at the function, and (3) shall only be provide to or served to adults in a responsible manner.** At any functions held on community property, if alcoholic beverages are permitted, they are permitted on a **"bring your own"** basis only and are only to be consumed by persons **21 years of age or older**, and the homeowner reserving the amenity is responsible for ensuring that attendees at the function drink responsibly and legally. **At no time will the Association provide or serve alcoholic beverages.**

As a condition of use of the clubhouse, the homeowner agrees to the terms of these rules and of the correlating Reservation Agreement, to use the clubhouse subject to the right herein reserved by the Association to enter the clubhouse and terminate the homeowner's use thereof should any person engage in conduct that endangers the health, safety or welfare of other persons attending a function at the clubhouse, or if such conduct constitutes a threat to the clubhouse property, then the Association will have the right to immediately enter the clubhouse and terminate the

member's use of such property.

It is the homeowner's responsibility to verify their key and/or fob is working prior to the event. If the key and/or fob is not working, notify the property manager Monday through Friday between the hours of 9-5 or contact a Board Member. If the key and/or fob does not work during non-work hours thus requiring the property manager to come the clubhouse, it will be considered non-emergency and the property manager is under no obligation to assist.

The homeowner should not tamper or in any way use the security system located in the clubhouse during or at the time of departure following the event. Should the property manager be required to come to the clubhouse during non-office hours because of a non-emergency call or false alarm due to tampering or using the security system, a fee of \$75 will be incurred and deducted from the deposit.

Indemnity

The homeowner agrees to indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present, and future, from any and all charges, claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the homeowner, family members, employees, agents servants, guests, invitees or any member of the Association or any other person which arise from or are in any way related to the agreed upon function, activity, rental or use of the clubhouse whether or not caused by the Association's negligence.

CLEAN UP OF THE CLUBHOUSE FACILITIES

The homeowner is responsible for clean-up of the clubhouse facilities (including grounds) immediately after the use of the clubhouse either by:

Providing an additional \$100.00 cleaning fee at signing of the contract, or;

By cleaning the facilities to the same condition in which it was found (see the list below):

1. Homeowners must supply towels, dishcloths, paper towels, trash bags, brooms and vacuum cleaner.

2. Remove all trash (inside and outside clubhouse) to personal property for disposal.

Please do not leave trash at clubhouse.

3. Clean all clubhouse areas used: bathrooms, kitchen, sinks, appliances, tables, etc.

4. Vacuum all carpeting

5. Sweep/ Mop all floors

6. Return furniture to original location

7. Set thermostat at 80 degrees.

8. Leave refrigerator turned off with door closed

9. Turn off all inside lights.

10. Lock all doors and windows

CLUBHOUSE RENTAL FORM

Date of Event: _____

Event description: _____

Number of attendees: _____

Anticipated hours of event: _____

I, _____
("homeowner"), have read and understand the Rules and Regulations and agree to abide by these rules.

____ (please initial) I have received a copy of the [checklist items & associated fees](#) and understand it is my responsibility to ensure the items noted are completed after my event. Otherwise, my security deposit will be deposited and appropriate fees deducted.

Extremely important: Check your key and/or fob during the week prior to your event to ensure that it is working properly.

Signature _____

Date _____

Address

Telephone Number _____

E-Mail Address _____

