

ROYAL OAKS ESTATES

Clubhouse Rules/Regulations

- 1) The clubhouse may only be reserved for events sponsored by a Royal Oaks Estates homeowner in good standing (all dues, fines, fees and liens paid and current).
- 2) Damage due to the misuse of the facility is the responsibility of the homeowner and will be assessed accordingly. Repair costs are to be paid within ten (10) days of presentation of the invoice.
- 3) The Royal Oaks Estates homeowner must be present at all times during any use of the Clubhouse and shall be personally responsible for the behavior of their guests at any reserved function.
- 4) Homeowner will complete a reservation form and return to Clubhouse Committee with necessary deposit and fees at the time of reservation.
- 5) No homeowner may make a reservation with the intent of enabling some ineligible person to use the clubhouse, or to allow another homeowner to avoid paying fees.
- 6) The Royal Oaks Estates Clubhouse is to be used for gathering purposes only, and may not be used as a guesthouse for overnight accommodations of a homeowner and/or guest.
- 7) The Clubhouse shall not be rented by an individual for any business activity. Sales or manufacturing are strictly prohibited. From time to time, ROEHA may sponsor an activity.
- 8) Alcoholic beverages may be consumed in accordance with local and state laws and in accordance with Clubhouse Reservation form.
- 9) Because of the close proximity to the pool, glass objects (bottles, glasses, cups, etc.) are not permitted outside of the building.
- 10) For events with 20 or more attendees between the ages of 17 and 25, an off-duty Police Officer must be hired at the expense of the homeowner renting the clubhouse for the duration of the event.
- 11) Loud music must cease at 10:30 p.m. (Sun-Thurs) and by 11:30 p.m. on Friday and Saturday. Indoor events will cease at 12:01 a.m. (Mon-Fri) and 2:00 a.m. on Saturday and Sunday.
- 12) Use of paint, tape, staples or tacks on the walls, ceilings or floors when decorating is prohibited. Use of blue painters tape and "3M Command Adhesive" is allowed. Attaching anything to ceiling fans is prohibited.
- 13) Rule violations, including parking and excessive loud music/noise will result in forfeiture of security deposit and one (1) year suspension of Clubhouse use.
- 14) All balloons, strings, streamers, etc. must be removed at the conclusion of event, including, those caught in ceiling fans.
- 15) No pets are allowed in the Clubhouse. (ADA compliance is the exception)
- 16) No wet bathing suits are allowed on the carpeted area of the Clubhouse.
- 17) If kitchen is used, it must be returned to its original condition. All personal food items and utensils must be removed from the refrigerator, microwave, cabinets and countertops.
- 18) Please return all furniture to its original position if moved. If you move the furniture, please do not push or slide it across the floor.
- 19) No smoking in the Clubhouse. Smoking is permitted in outdoor areas only and all smoking debris should be disposed of properly.
- 20) Absolutely no ROEHA equipment, furniture or other property may be borrowed without the expressed written permission of the ROEHA board.
- 21) In the event of time conflicts, a limit of five (5) hours may apply. The Clubhouse Committee will have final decision as to time limits if they are necessary.
- 22) Failure to comply with any of the rules and regulations will result in forfeiture of the renter's security deposit.

To make a reservation, call or e-mail: Christy Cartwright 678-546-7907, or email billchristy@bellsouth.net.

USAGE FEES

2 checks will need to be written to: ROEHA

- 1) **\$75.00** refundable security deposit
- 2) **\$35.00** (usage fee)

1 check will need to be written to: _____

- 1) **\$50.00** (cleaning service option) This is a BASIC cleaning fee. Additional charges will occur for work above and beyond reasonable cleaning.

SPECIAL USAGE PROVISIONS

Neighborhood Watch, Board Meetings and Committee Meetings are exempt from any usage fees, however they are still responsible for cleaning the facility and must return all furniture to its original location.

A discount of 50% of the rental fee and a one-time deposit will be assessed to approved ROEHA clubs that continue to use the facility on a regular basis (Social Committee will define "approved clubs" and the ROEHA Board will approve discount).

FOR DAYTIME FUNCTIONS, EVENTS ENDING PRIOR TO 5 P.M., THE CLUBHOUSE MUST BE CLEANED WITHIN TWO (2) HOURS FOLLOWING THE EVENT.

FOR EVENING FUNCTIONS, EVENTS ENDING AFTER 9 P.M., THE CLUBHOUSE MUST BE CLEANED BY 10 A.M. THE DAY FOLLOWING THE EVENT

I have received and read the ROEHA Clubhouse Rules and Regulations and agree to comply with ALL ROEHA Clubhouse Rules and Regulations.

_____ Homeowner's Signature and Date

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Royal Oaks Estates Clubhouse Reservation Agreement

The Clubhouse facility is designed to be used by homeowners and their guests. The clubhouse may be used for private parties sponsored by and attended by a member in good standing. To make a reservation, call or e-mail: Christy Cartwright 678-546-7907, or email billchristy@bellsouth.net

This document is intended to represent the entire contract between the Royal Oaks Resident (hereinafter named as "I," "homeowner", or "owner") and the Royal Oaks Estates Homeowners Association (hereinafter named as "ROEHA" or Association') concerning the use of the Royal Oaks Community Clubhouse. **(Please answer questions 1 through 5 and fill in the last page):**

1. I agree to reserve the ROEHA Clubhouse (\$25.00) on _____ (date) under the terms and conditions set forth below and including the Royal Oaks Rules and Regulations for the Clubhouse.

2. The function will be held between the hours of _____ and _____, no later. I understand that continued use of the Clubhouse Facility after the hours for which it has been reserved will constitute a breach of the agreement and will result in forfeiture of my deposit and possible suspension of clubhouse privileges.

3. I am reserving the Club Facilities for the purpose of _____ which will be attended by not more than ____ people (clubhouse maximum allowed is 70 based on fire code).

4. Alcohol **will** / **will not** (circle one) be consumed at my party/function.

5. I choose the **self cleaning option** / **cleaning service option** (circle one).

6. For any private party with more than 20 attendees between the ages of 17 and 25, an off-duty Police Officer must be hired at the expense of the homeowner renting the clubhouse for the duration of the event.

7. No illegal drugs allowed - deposit will be forfeited and police will be notified.

8. Deposits and Rental Fees:

- A *Deposit* in the amount of **\$75.00** is required at the time of reservation. Checks for the deposit must be drawn on the account of individual member who signs this reservation agreement. The Clubhouse Committee will return this check uncashed after inspection if no major cleaning or damage repair is required.
- A *Usage fee* of **\$35.00** is required at the same time as the deposit. The deposit check and usage fee must be on separate checks, both payable to ROEHA.
- A *Cleaning Fee* of **\$50.00** will need to be paid at the time of reservation and the check needs to be payable to: _____(cleaning service)

OR

- If *Self-Cleaning Option* is chosen, the self-cleaning checklist must be completed before deposit is refunded.

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9. Cleaning and Damage Charges

- I understand and agree that above noted deposit will be used to pay for cleaning costs if necessary and any and all damages resulting to the Club Facilities, its contents or any other portion of the property from any actions of persons present at, or attending, or in any other way related to by function.
 - ROEHA Clubhouse Clean-Up checklist will be used as basis. I understand that any charges made against my deposit will be explained. If the cost of repairs exceeds the amount of my deposit, I agree to pay ROEHA the full costs of all repairs within ten (10) days of receipt of a written explanation of the damages and an invoice from the Association for such repairs.
 - I agree that all deposits, fees, and expenses incurred by the Association as a result of the use of the Club Facilities under this agreement shall be considered an assessment and constitute a lien against my property and shall be full collectible as such as provided in the Association's Declaration and by-laws.
 - I understand that failure to pay damage fees will cause user privileges to be suspended until reimbursement is made.
10. I assume all responsibility, risks, liabilities and hazards incidental to the activities applied for (including but not limited to 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 injury or death and damage to or destruction of property arising from my use of the Club Facilities and its appurtenances.
11. I agree to defend, indemnify and hold harmless the Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability (including, but not limited to, attorney's fees) for any injury, to either person or servants, guests, invitees or any member of the Association or any other person which arise from or in any way related to the use of the Club Facilities and its appurtenances.
12. I assume all responsibility for the actions and behaviors of all persons present at, attending or in any other way related to my function and agree to be personally responsible for causing all such persons to comply with the Association's Declaration, by-laws and Rules and Regulations. I acknowledge that violation thereof by any person present at, attending, or in any other way related to my function may, at the sole discretion of the Association's Board of Directors, result in forfeiture of my deposit.
13. I understand that when reserving the Clubhouse, I am being granted exclusive use for the time period described above. This use is subject to the right herein reserved by the Association to enter the Club Facilities and terminate my use thereof should the conduct of any person using the facility endanger the health, safety, or well being of any person or constitute a nuisance or threat to any property.
14. I understand that the usage of the ROEHA Clubhouse does not grant exclusivity of the pool, playground or tennis courts and all pool, playground and tennis court rules must be strictly observed.
15. I am a homeowner at least twenty-one (21) years of age and will be in attendance at my function. I hereby agree and represent that the ROEHA Facilities will be used for lawful purposes only and that if any conduct at the function I am sponsoring violates federal, state, or local laws or ordinances, my rights to use the ROEHA Facilities under this agreement shall be terminated and the Association shall have the right to take possession of the ROEHA Facilities and instruct my guest(s) to leave the property.
16. Subject to those deductions provided for in this agreement, the deposit will be refunded in whole or part.
17. I understand that **smoking is prohibited** inside the ROEHA Clubhouse Facility.

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18. I agree to clean in and around all facilities used (to include collect, bag and place all garbage in outside community garbage containers) after use and acknowledge that I have received a copy of the clean-up checklist attached hereto and incorporated herein.
19. I understand that my reservation of the ROEHA Facility on the aforementioned date will not be confirmed nor will this agreement be binding until such time as the Clubhouse Committee confirms availability to the applicant within 48 hours of request.
20. I will notify the Clubhouse Committee Chairperson immediately of any damage.
21. Keys and security codes to all Royal Oaks facilities are property of the ROEHA and should not be duplicated or given to non-members.
22. Please have your guests park only in the designated parking areas and on the street on Oakwood Hills Trail and Oakwood Hills Drive. Please do not block driveways or park on unpaved areas. NO LOITERING IN PARKING AREAS.
23. A Clubhouse Committee Member must receive cancellation of reservation by homeowner 48 hours prior to event to have usage fee returned. Failure to comply will result in forfeiture of usage fee.
24. This is an unalterable agreement.
25. I have carefully read and understand this form and the ROEHA rules and regulations and agree to be bound by its terms.

_____ Homeowner's Signature and Date

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**Application for Reservation Agreement for
ROEHA Clubhouse Facility**

I agree to all the aforementioned statements for reserving the Clubhouse Facility.

NAME (Please Print) _____

ADDRESS _____

CITY/STATE/ZIP _____

HOME PHONE _____ BUSINESS PHONE _____

CELL PHONE _____

SIGNATURE _____ DATE _____

FOR ASSOCIATION USE ONLY:

BEFORE EVENT:

Agreed and accepted by the Clubhouse Committee _____
Committee member signature

DATE: _____

Application for reservation received by above member on _____ (date)

Deposit \$ _____ Usage Fee \$ _____ Cleaning Fee \$ _____

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SELF-CLEAN OPTION CHECKLIST

Please initial each task and return the completed form to be eligible to receive your deposit refund.

***** Kitchen/Bar area: *** Great Room/Foyer:**

- Wipe all counter tops/ cabinets.
- Vacuum carpet and area rugs, twice if necessary.

- Empty and wipe out refrigerator/microwave.
- Wipe off furniture with an appropriate cleaner.

- Sweep and mop kitchen floors.
- Replace furniture in its original position.
- Sweep and mop foyer.

***** Restroom: *** Trash:**

- Clean mirrors.
- All trash must be bagged and placed in exterior large trash container.
- Clean sink and vanity top.
- NO TRASH (FOOD) CAN BE LEFT IN THE CLUBHOUSE OVERNIGHT – INCLUDING THE FLOOR.**
- Clean toilet.
- Sweep and mop floor.
- All trash on porch and around building must be picked up and disposed of properly. Sweep if necessary.

**** Please Reset Heat or A/C and turn off all interior lights and fans ****

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Royal Oaks Clubhouse

After Event Checklist

Kitchen Great Room/ Foyer

- Countertops and cabinets clean
- Carpet vacuumed
- Refrigerator empty and clean
- Furniture cleaned
- Kitchen floor swept and mopped

- Furniture replaced
- Microwave cleaned
- All decorations removed
- Foyer Floor swept & mopped

Restrooms Trash

- Mirrors clean
- All trashcans emptied and placed in outside trash container
- Sink and vanity clean
- Toilet

- Porch and entrance swept and free of debris
- Restroom floor swept and mopped
- Hand towels washed & returned

Other Key Returned HVAC reset, lights off

<p>AFTER EVENT:</p> <p>Deposit Refunded _____ Yes _____ No</p> <p>If NO, explain reason why and amount forfeited:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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