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**CREEKSIDE**

**POOL HOUSE/AMENITY RESERVATION RULES & FEE STRUCTURE**

Owner reservation and rental of the Common Area Party Room (the "Amenities") shall be in accordance with (i) the rules and restrictions set forth below (the "Rules"), as the same have been approved by the Board of Directors.

These Rules shall apply to each Owner, occupant and their respective family members, guests, agents, and invitees. In addition to the penalties for rule violations as described below, the Association shall have the right to impose any and all sanctions for rule violations as authorized by the Declaration of Covenants, Conditions and Restrictions.

**Owners** may request to reserve and rent the Amenities by emailing the Advisory Board Members at creeksidehoa10@gmail.com.

**The AUTHORIZED Owners representing Creekside (Subject to change) and serving on the Social Committee for the Community are:**

**Authorized Managing Agent – Pool Committee  
Committee Chair**

**Authorized Board of Directors – Master Board  
The Advisory Board**

**(Authorized Representatives have full authority to schedule/restrict or cancel a reservation, should circumstances warrant with notification to the Managing Agent, Advisory Board or Board.)**

1. The Amenities may be reserved and rented by an **Owner or Tenant**. An Owner/Tenant who wishes to reserve the multi-purpose room for a family function that may be coordinated by a sibling, or other family member **MUST** still be present at the entire duration of the event. An owner may NOT rent the space, and turn it over to a family member, friend, and guest etc. who does not legally reside within the community. Fob Keys if applicable may not be shared with a guest or outside family member or friend. If a resident is found to be in violation of this, the Authorized Agents for the community may immediately cease access to the area and close the event with a forfeiture of the deposit. **No outside entity may rent the Creekside Amenities for any reason or for any function.** Additionally, to reserve and rent the Amenities, Owners must be in good standing with the Association and in compliance with the Declaration, including but not limited to being current on the payment of all assessments. If a Tenant wishes to rent the multi-purpose room, proper documentation needs to be on file with the HOA (i.e. rental agreement of the owner's property)
2. To reserve and rent the Amenities, an Owner/Tenant must sign a **Rental Form & Hold Harmless Agreement**, and by **doing so acknowledges that they have read fully the Governing Declaration, Rules and Regulations and related information to the reservation of the space and agrees to abide by those rules and ensure that all guests and family members do as well. Owners must provide in detail to the Association specific event information**, indicating the date, time and type of function and such related details.

Unless otherwise stated, it will be **\$150.00 rental deposit** refundable provided the amenity is restored to its existing condition, trash removed etc. **No reservation or rental of the Amenities shall be deemed to have occurred unless and until all parties have executed the Association's Rental Form and all rental fees and deposits have been paid to the Association. No date is deemed reserved until all forms and fees are paid.**

**A check made out to Creekside HOA needs to accompany the Hold Harmless Agreement/Rental Form.**

**Deposit: \$150.00 REFUNDABLE (at the discretion and condition of the space upon final review)**

3. Deposits shall be returned to an Owner/Tenant only if all applicable Rules have been followed and no damage has been done to the Amenities. **All owners renting the amenity are asked to remove their own trash and place them in the city provided trash container.** Failure to do so will result in a forfeiture of your deposit. The Association also reserves the right to retain the deposit and apply the deposit towards correcting any damage to the Amenities

and/or to any fine imposed by the Board for violating these Rules. Decorations may not be taped or tacked to the walls, windows, counters or furniture.

Upon completion of the rental, an Authorized Representative will inspect the Amenities and document any damage or violation of the Rules and notify the Managing Agent if the deposit may be released. If applicable, deposits usually will be returned to an Owner within 14 days of the rental date. If the deposit is insufficient to correct damage to the Amenities or to cover any fine imposed by the Board, then the Owner will receive an invoice for the same, which amount shall be deemed an assessment under the terms of the Declaration and shall be due immediately upon demand.

4. Before planning a private event for the Amenities, all Owners **are required** to consult with the Association Authorized Agent or Representative regarding the nature of their event and the availability of the Amenities. Reservation and rental of the Amenities is subject to availability on a first-come, first-serve basis, and all reservations must be made no less than ten (10) business days in advance of the rental date. **The Amenities may not be rented for any holiday, holiday weekend or any recognized national event, including for example only New Year's Day, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving, Christmas, Super Bowl, etc.** The Association shall determine available rental dates in its sole discretion, and the Association may revoke available rental dates at any time and for any reason whatsoever in the Board's sole discretion. **The Association reserves the right to limit or deny a reservation and rental of the Amenities for any reason in its sole discretion or the discretion of its designated agent.**
5. The Amenities are available for rental only between the hours of **8:00 a.m. and 10:00 p.m.** All rentals may not be longer than 4 hours. **All private functions must terminate by no later than 10:00 p.m. local time unless authorized by the Social Committee and Board of Directors.**
6. The Association reserves the right to require the submittal of an invitation list prior to the event and may establish controls on Persons coming into the community to attend the private event.
7. Due to Capacity Load the reservation facility may NOT be rented for more than **35** people. **Abuse of this limit will result in immediate termination of the event.**
8. **The Pool, Pool decking, tables, chairs etc. may NOT be rented or used in assumption with a rental of the Party Room. This space is common area, and may not be reserved as all owners have the right to be at the pool during its hours of operation.**
9. **The Owner(s) listed on the Rental Form MUST at all times be in attendance at the private function held on the Amenities.** Additionally, all persons under the age of eighteen (18) years old must be accompanied by their parent or an adult over the age of twenty-one at all times while on the Amenities. As one example of the above, a parent may not rent the Amenities for their minor children and then leave their children unattended at the event. **An owner may not rent the amenity for a relative or friend and leave them unattended. All responsibility if the rental is on the legal owner of the property.**
10. Vulgar language and loud or disruptive behavior is prohibited. Additionally, loud noises, loud television and loud music are prohibited at all times in the Amenities; however, a live band and DJ music at reasonable sound decibels is permitted in the Amenities commencing at 10:00 a.m. **After 10:00 p.m., there shall be no band or DJ music in the Amenities.**
11. The reserved Amenities may not be used for any commercial enterprise, profit-making venture, or any event otherwise open to the public. **The Amenities only may be used for personal, family-oriented events and social functions – for example, family reunions, wedding events, birthday parties, anniversary parties, etc.**
12. Smoking is prohibited in the indoor portions of the Amenities and in other areas expressly posted as “non smoking” areas. **Cigarette butts must be promptly discarded and not tossed or left on common area property, nor squashed or put out on the pool decking or any area of the property.**
13. **Use of the Grills is NOT permitted anywhere on the common property/amenities**

14. NO owner is permitted to OPEN the pool gate to allow entry to any person who claims they have forgotten their pool key. **NO owner, guest or family member may "prop" the pool gate open for any reason at any time. If you are found to be doing this, your amenity privileges will be revoked for a period of time determined by the Board.** If you are found to be allowing someone even a child access through the gates; expect a loss of your amenity privilege rights as well for a period of time determined by the Board of Directors.
15. Immediately upon conclusion of the private function, (a) all trash, decorations, food and drink items, and all other items brought onto the property by the Owner and their guests must be removed from the Amenities; and that means off site and discarded at your personal home (b) all bottles, cans, papers, trash, and other debris resulting from the function must be placed in plastic trash bags, removed from the area, and placed in outside trash containers; (c) the Amenities and surrounding areas must be thoroughly cleaned (*i.e.*, swept, mopped, vacuumed, etc.) and returned to the same condition as existed prior to the event; and (d) all lights, ceiling fans, television, powered devices, thermostat etc. must be turned off. **And spills or staining that occurs to the carpets from ice or other liquids will be cleaned at the expense of the owner.** Except as expressly permitted by the Association and described in writing on the Rental Form, furniture and fixtures located on the Amenities may not be moved or removed from their existing locations; and, upon conclusion of the private event, all such furniture and fixtures shall be returned to their original locations.
16. In the event these Rules are violated or there is any violation of the Governing Documents or applicable laws, the Association reserves the right to terminate immediately any reservation and rental of the Amenities and, if applicable, to immediately require all Persons to vacate the Amenities; provided, however, the Owner shall remain responsible for immediately cleaning the Amenities at the termination of the function. **No refund of rental fees shall be made in the event the Association terminates a reservation or rental for cause, which shall include violation of these Rules, the terms of the Governing Documents and applicable laws and/or intentionally misleading the Association about the nature and type of the private event. Any owner who is found to have abused the use of the facility will be restricted from rental privilege for a period of one (1) year before evaluation of use will be considered again.** In addition the Board reserves the right to impose a monetary penalty to the owner for behavior issues, damage, or disrespect or violation of the rules and regulations for the community up to \$500 per occurrence.
17. **NO SIGNAGE is permitted to be placed on any portion of the common area, thoroughfares, trees, gates fences etc. Owners reserving the multi-purpose room may not advertise the event or give the impression to other residents that they are not permitted or welcome to be at the pool at the same time an event is taking place inside the multi-purpose nor may any quest of the vent impede or impose onto the other residents of the community who are enjoying the exterior pool and space or cause any disturbance or interruption with their use enjoyment.**
18. Under no circumstance whatsoever shall the Association or its agents be responsible for any injury to any person or for any loss or damage to any personal property brought onto, kept, or left within the Amenities. The Owner requesting reservation of and who rents the Amenities shall be fully responsible for any and all damage to the Amenities and surrounding Common Areas incurred during the time of the subject rental, including but not limited to the cost of repair, replacement and/or restoration of the Amenities and Common Areas and for any monetary penalty assessed as a result of the violation of these Rules or violations of law. The Association, and Agents, Committees and Sub-Committee, Board of Directors and vendors are held Harmless should an act occur resulting in injury, or death.
19. Each Owner agrees to forever defend, indemnify, and hold harmless the Association (which term for the purposes of this paragraph only shall expressly include its members, officers, directors, agents, committees and employees) from any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges, and expenses, including, without limitation, reasonable attorneys' fees and other professional fees and court costs actually incurred (if and to the extent permitted by law) which may be imposed upon, incurred by or asserted against the Association in relation to claims by any Person arising out of or in connection with, directly or indirectly, the use of the Amenities, or any portion thereof, by each Owner, their occupants, family members, guests and invitees. The foregoing indemnification by each Owner shall expressly exclude costs, liabilities, and expenses resulting from the gross negligence or willful misconduct of the Association.

**See next pages for forms**



**Sign In/Out Form for CREEKSIDE**

Date of Inspection Following Event: \_\_\_\_\_

To Be Completed By Authorized Representative (Pool Committee Member of Advisory Board)

Name of Representative Completing Form: \_\_\_\_\_

Owner(s) on Rental Form: \_\_\_\_\_

Date and Time of Reservation: \_\_\_\_\_

Condition of Amenities **PRIOR** to Reservation (walked with the Owner renting the space)  
(Circle One):                      Satisfactory                                      Unsatisfactory

Any issues noted list here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Condition of Amenities **AFTER** to Reservation (walked with the Owner renting the space)  
(Circle One):                      Satisfactory                                      Unsatisfactory

Any issues noted list here:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Compliance with Amenity Reservation Rules  
(Circle One):                      Satisfactory                                      Unsatisfactory

Describe Any Adverse Condition of Amenities and/or Owner Noncompliance with Rules:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If applicable, have photographs been taken of any damage or Rules violation?                      YES    NO  
Does this matter require Board action, such as imposing a fine?                                      YES    NO  
Is the entire Deposit being returned to the Owner?                                                      YES    NO

**(If No, what is Authorized Representative's Recommendation on amount to be withheld)?**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is this owner recommended to be permitted to reserve the space in the future based upon the condition and usage while they had the space?                                      YES    NO

**THE RENTAL FORM AND THIS FORM ARE TO BE FILED TOGETHER IN THE ASSOCIATION'S RECORDS.**