

Fox Lake HOA Rules and Regulations for Use of the Clubhouse & Pavilion



The Clubhouse and Pavilion are amenities for property owners within Fox Lake, available for occasional use by those property owners in good standing (no outstanding dues or liens in effect). The Clubhouse is also used for meetings of the HOA Board and the HOA Architectural Review Committee. The maximum occupancy for the Clubhouse is limited to 40 persons and the Pavilion is limited to 50 persons.

The Clubhouse and Pavilion (together) may be reserved by contacting the HOA by email: office@foxlakega.com. Reservations for private events may be made up to six (6) months in advance of an event and a calendar showing reservations will be posted at the Clubhouse doors.

A \$200 security deposit **for each day** of a private event is required to confirm a reservation and must be paid to the Fox Lake HOA within seven (7) days of making the reservation or the reservation will be cancelled. If the facilities are left clean and undamaged after inspection by the HOA, the deposit will be returned. No deposit is required for community-wide public events. If damages are assessed, the reserving property owner will promptly receive a detailed summary of charges to be paid to the Fox Lake HOA within ten (10) business days.

1. Facilities may be used between 8:00 AM and 11:00 PM.
2. Event preparation and set-up require the reserving property-owner's onsite presence. Clean-up must be completed the same day as the event within the above hours.
3. No for-profit business activities or events are permitted for solicitation, promotion and/or sales of any kind.
4. All vehicles must be properly parked in the parking area provided with no parking on the lawn or blocking driveways. If overflow parking is needed, park on one side of the street only.
5. The Clubhouse, Pavilion, Porches and Decks are designated Non-Smoking Facilities.
6. Animals are not permitted in the Clubhouse with the exception of certified service animals.

7. The adult property owner reserving the Clubhouse and Pavilion must be in attendance for the entire duration of the function and is responsible for the conduct of all guests.
8. Any decorations must be free-standing or be secured to the walls, fireplace mantel, ceilings or floors using only removable painter's masking tape.
9. BBQ grills are not permitted on the Clubhouse porch.
10. HVAC thermostat settings inside the Clubhouse:

Season	During Events	After Events
Winter	68°	55°
Summer	72°	82°

You may wish to make the thermostat adjustment prior to your event to assure your guests' comfort and return thermostat to the vacated temperature after your event.

11. The reserving property owner is responsible for returning the facilities to a clean condition following the event:
 - Return all furnishings to their approximate original places.
 - Wash the counters, sinks and appliances.
 - Make sure the stove and microwave are turned off.
 - Clean the folding tables and chairs.
 - Wipe smudges and spills from woodwork, walls, cabinets, and tabletops.
 - Remove all food and ice from the Clubhouse refrigerator.
 - Sweep the floors and deck. Broom, dustpan and mop are in the closet.
 - Clean the restroom and empty the waste baskets.
 - Fireplace in Pavilion must be cleaned of ashes.
 - All decorations and trash MUST be removed from the Clubhouse and Pavilion area.
 - The Clubhouse door must be locked following your event.

Responsibilities, Risks, Liabilities and Hazards

The property owner 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 Fox Lake Homeowners 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 the 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 property owner 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 be provided to or served to only 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 to be consumed by only persons **21 years of age or older**, and the

property owner reserving the amenity is responsible for ensuring that attendees at the function drink responsibly and legally. **At no time will the Fox Lake Homeowners Association sell, provide or serve alcoholic beverages.**

As a condition of use of the Clubhouse, the property owner 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 property owner'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 property owner's responsibility to verify their key code is working prior to the event.

Indemnity

The property owner agrees to indemnify and hold harmless the Fox Lake Homeowners 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 property owner, family members, employees, agents servants, guests, invitees or any member of the Fox Lake Homeowners Association or any other person which arise from or are in any way related to the agreed upon function, activity or use of the Clubhouse whether or not caused by the Association's negligence.

I, _____ (printed name of property owner),
have read and understand the Fox Lake Clubhouse/Pavilion Rules and Regulations and agree to abide by these rules. Important: Check your key code prior to your event to ensure that it is working properly!

Signature:	
Address:	
Telephone:	
E-Mail:	
Date:	