

# Turtle Rock Owners' Association - Clubhouse Reservation Form

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The Turtle Rock Clubhouse (the "Clubhouse") located at 5123 Timbertop Lane is an amenity for the private, non-commercial use by Turtle Rock Residents. The reservation process is managed by the Board of Directors, or appointee, for the Turtle Rock Owners Association ("Turtle Rock" or the "Association"). The Turtle Rock Resident requesting rental of the Clubhouse under the terms specified below (the "Lessee").

## INSTRUCTIONS:

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1. To make reservations:
  - a. Visit [www.turtlerockhoa.org](http://www.turtlerockhoa.org), click PAGES & LINKS, and instructions and forms are located under CLUBHOUSE RENTAL AGREEMENT. Check the calendar under this page to check availability.
  - b. Email [turtlerockboard@gmail.com](mailto:turtlerockboard@gmail.com) with the date and time you'd like to tentatively reserve the clubhouse.
  - c. You will receive an email informing you if your requested date and time are available. **Please note your reservation will not be confirmed until we receive your rental agreement form, rental fee, and deposit.**
  - d. Fill out this application, save it, and print the Clubhouse Rental Agreement in its entirety:
    - i. Mail to Hawthorne Management with the fee and deposit to Turtle Rock Owners' Association c/o Hawthorne Management Company, PO Box 11906, Charlotte, NC 28220-1906.
    - ii. OR hand deliver with the fee and deposit to Hawthorne Management, 4530 Park Rd, Suite 201, Charlotte, NC 28209.
  - e. Payment options: personal check, money order, or cashier's check – no cash.
  - f. Once your application and fees are received you will be contacted within 48 hours of your rental date to schedule a walk through.
2. If personal checks have insufficient funds, per your owner's association account will be assessed the cost of the insufficient funds and associated bank fees.
3. Reservations are made on a first come first serve basis to those homeowners who are current with their association dues, property is not in foreclosure, and have no unpaid fines assessed to their account at the time of the submission of this application.
4. During the pool season your rental of the clubhouse allows use of the pool. **The pool is still open for use to other residents while clubhouse is reserved by you. Guests must follow the established pool rules.**
5. Party set up is allowed only on the day and time requested of rental. Prior access to the clubhouse will not be allowed without paying for additional rental time.
6. **If you are a renter and do not own the property in Turtle Rock, you MUST get written permission from the property owner to use the clubhouse. Submit written permission with this application. Applications without approval from the property owner will be denied.**

If you have questions, please contact Hawthorne Management Company at (704) 377-0114.

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## HOMEOWNER AND EVENT INFORMATION

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<b>Lessee Name:</b>	_____	<b>Event Type:</b>	_____
<b>Turtle Rock Address:</b>	_____	<b>Event Date:</b>	_____
<b>Home or Cell Phone:</b>	_____	<b>Event Time:</b>	_____
<b>Email:</b>	_____	<b># of Guests:</b>	_____

**Will Alcohol be served?** If yes, this agreement must be included in the Statement and Acknowledgement of Alcohol Serviced to Guests Policy

## PAYMENT/FEES

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The Rental Fee and Restoration Fee must be submitted with this application in **TWO (2)** separate forms of payment (i.e. two checks, two money orders, etc.). The Rental Fee will be deposited immediately to secure the facility. The Restoration Fee will be deposited **only** if the Clubhouse is not returned to its' original condition based on the Restoration Fee Policy below.

The Association reserves the right to modify pricing at any time it deems necessary to cover the cost of maintaining this amenity.

<b>Rental Fees:</b>		<b>Fee Include?</b> ✓ Which applies
<b>1 hour</b>	<b>\$50.00</b>	
<b>2 hours</b>	<b>\$75.00</b>	
<b>3 hours</b>	<b>\$90.00</b>	
<b>4 hours</b>	<b>\$100.00</b>	
<b>5 hours</b>	<b>\$125.00</b>	
<b>Restoration Fee</b>	<b>\$250.00</b>	✓

Payment options once your reservation is confirmed:

1. **Mail:** Send your payment to **Turtle Rock Owners' Associations c/o Hawthorne Management PO Box 11906, Charlotte, NC 28220-1906**. Make check, money order, or cashier's check payable to Turtle Rock Owners' Association.
2. **In-Person:** Hawthorne Management Company, 4530 Park Road, Suite 201, Charlotte, NC 28209. Office hours: Monday – Friday 9:00 am – 3:00 pm.

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## CLUBHOUSE RENTAL HOURS

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1. The Clubhouse is available for resident's use between the hours of 9:00 am and 12:00 am.
2. Reservations must include set up and clean up time. Total rental time cannot exceed eight (8) hours.

## RESTORATION FEE POLICY

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The Restoration Fee will be returned if the following conditions are met:

1. The keys are returned to the HOA Representative promptly after the event.
2. The Clubhouse has been inspected by a Board Representative and found to be clean, orderly and restored to its original condition prior to rental.
3. No incidents reported by Charlotte Mecklenburg Police Department.
4. No nuisance complaints reported to Charlotte Mecklenburg Police Department or to Hawthorne Management Company concerning the event.

## DAMAGES POLICY

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1. In the event damages to the clubhouse, pool area, parking lot, or playground during your rental that exceed the cost of the restoration fee, the cost to repair or replace damages will be assessed per *Section 9.6 Specific Assessments of the Declaration of Covenants, Conditions and Restrictions* for Turtle Rock.

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## RENTAL AGREEMENT

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I, the **UNDERSIGNED**, understand and agree to the following:

1. I accept full responsibility for all damage and any disturbance during my event, defined for this purpose as the time I pick up the key for the event until it is returned to the Association Representative. \_\_\_\_\_  
Initial here
2. I will be present during the entire period of my event and will be responsible for the conduct of my guests. \_\_\_\_\_  
Initial here
3. The number of guests is limited to a maximum of 75. If capacity is exceeded, I understand I may be subject to local laws and regulations. \_\_\_\_\_  
Initial here
4. I am at least 21 years of age and understand that any events for persons under 21 must be chaperoned by a family member 21 years of age and older. \_\_\_\_\_  
Initial here
5. Permanent furniture (Sofas, coffee table, end tables, entertainment unit, glass topped tables, etc.) may not be rearranged or moved. \_\_\_\_\_  
Initial here
6. If affixing decorations, (banners, balloons, etc.) it must not create any damage to the walls, ceiling or furniture. All decorations must float or be used as a centerpiece on tables. \_\_\_\_\_  
Initial here
7. The event reservation times include any preparation before and clean up after the event. The Clubhouse premises must be vacated by 12:00 am. \_\_\_\_\_  
Initial here
8. You must have a copy of this rental agreement with you during your use \_\_\_\_\_  
Initial here
9. Rental of the Clubhouse does not include use of the pool after dark. (8:30 pm) \_\_\_\_\_  
Initial here
10. Smoking is NOT allowed inside the Clubhouse, kitchen or bathrooms. \_\_\_\_\_  
Initial here
11. Pets are NOT permitted inside the Clubhouse. Only service animals. \_\_\_\_\_  
Initial here
12. All directional signage, balloons, or other materials placed on the grounds or at the entrance will be removed at the end of the rental time. \_\_\_\_\_  
Initial here
13. If more chairs or tables than what is available at the Clubhouse are needed, the Lessee must bring them. It will not be provided by the Association. \_\_\_\_\_  
Initial here
14. Party set up must occur on the day of rental. Prior access to the clubhouse will not be allowed without paying for additional rental time. The Association will not be responsible for decorations, materials, or items left unattended. \_\_\_\_\_  
Initial here

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15. I will notify the Association Representative of any area not cleaned upon arrival for the setup of the event. \_\_\_\_\_  
Initial here

16. I will clean or arrange for the cleaning of the Clubhouse immediately after my event but prior to the end of my rental agreement. \_\_\_\_\_  
Initial here

17. Guests must park only in designated lined spaces. Guests must not park in the grass, walkways or near fire hydrants. Guests that park on the street must not block driveways. The Association is not responsible or liable for vehicles towed that are parked on the street. \_\_\_\_\_  
Initial here

18. I will be responsible and considerate of other homeowners, especially ones in close proximity to the Clubhouse area with regards to music and noise. In the event of a complaint I agree to diminish and/or discontinue music/noise for the duration of my event. \_\_\_\_\_  
Initial here

19. If any alcoholic beverage is served, the following condition apply: 1) The alcohol may only be served and not sold by the drink or by the bottle. Alcoholic beverages must be kept inside of the clubhouse. Alcoholic beverages consumed or taken in the pool area, playground, parking lot or any premises of 5123 Timbertop Lane will be an automate loss of the restoration fee in addition to possible additional fines. \_\_\_\_\_  
Initial here

20. Homeowner(s) acknowledges that his/her use of the Clubhouse is purely for the pleasure of the Homeowner and guests and may not be used for commercial purposes. Charity or civic events must have the permission of the Association's Board of Directors. In addition, if permission is granted, a Homeowner must be in attendance. \_\_\_\_\_  
Initial here

21. I agree to return Clubhouse key within 24 hours after the event, but no later than the next business day immediately following my event. **I understand that I am fully responsible for the Clubhouse until the key is returned to an Association Representative.** \_\_\_\_\_  
Initial here

22. **Violations of any of this agreement could be grounds for a Restoration Fee and/or forfeiture of right to reserve the clubhouse in the future.** \_\_\_\_\_  
Initial here

Any and all exceptions to this agreement must be approved in writing by the Turtle Rock Owners' Association Board of Directors and filed with Hawthorne Management. **No verbal exceptions will be honored.** **Please read thoroughly before signing.**

\_\_\_\_\_  
Lessee Signature and Date

\_\_\_\_\_  
Association Representative Signature and Date

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## Cleaning Checklist for Lessee

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This checklist is provided to help the Lessee remember cleaning items. Completion of this list will NOT automatically guarantee the return of the Restoration Fee.

- Walls/Ceiling free of damage (ex. Tape, holes, markings, etc.).
  - Carpet vacuumed and free of any spill or stain, including under the furniture.
  - Furniture clean and free of any spill or stain.
  - Blinds closed and no spills or damage.
  - Artwork/Accessories in original place. Not damaged.
  - Clubhouse doors locked.
  - Facility free of trash, bathrooms included.
  - Floors swept and any spills mopped up.
  - Kitchen counters wiped, free of any dirt or spills.
  - Refrigerator wiped out.
  - Doors/Windows free of any fingerprints.
  - Bathrooms clean and locked.
  - Kitchen door locked.
  - All lights off inside.
  - Parking lot free of trash.
  - Reset Clubhouse temperature to 65 degrees during Winter and 76 degrees during Summer
- There \_\_\_\_\_ chairs and \_\_\_\_\_ tables returned to the storage room undamaged and clean.

Notes:

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# Turtle Rock Owners' Association - Clubhouse Reservation Form

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## Statement and Acknowledgement of Alcohol Served to Guest

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1. If any alcoholic beverages are served, the following condition apply:
  - a. Alcohol must not be served to persons under the age of 21.
  - b. The alcohol may only be served and not sold by the drink or by the bottle.
  - c. Alcoholic beverages must be kept inside of the clubhouse. Alcoholic beverages consumed or taken in the pool area, playground, parking lot or any premises of 5123 Timbertop Lane will result in an automate loss of the restoration fee and possible additional fines.
  - d. Lessee is responsible for the behavior of their guests, and will take full responsibility of their guests. If the police are dispatched to the party, the party will immediately be terminated, result in a loss of the restoration fee, and possible future loss of clubhouse rental.

I \_\_\_\_\_ acknowledge and will adhere to the Alcohol Served to Guest policy. **No verbal exceptions will be honored.** **Please read thoroughly before signing.**

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Lessee Signature and Date

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Association Representative Signature and Date