**Finney Crossing Clubhouse Guidelines**

**Clubhouse Rules**

The Finney Crossing clubhouse is a community facility for use by Finney Crossing Residential Master Association (FCRMA) homeowners and their guests. Use of the clubhouse is governed by the FCRMA Board, based on the recommendations of the Clubhouse Committee, and managed by its designated property manager.

The clubhouse is a community gathering place and as such all who use it are responsible for maintaining a clean, safe, and respectful facility by following these guidelines.

Anyone using the facility is expected to leave it clean and safe for the next user by washing/wiping down any and all clubhouse items (including furniture, floors as needed, kitchen appliances and utensils, etc.), returning all items used to their appropriate location (including all furniture), and removing all personal items brought in (including removal of trash, recyclables, food waste etc.) prior to exiting the facility.

The clubhouse facilities include a full kitchen for use by homeowners and guests, including temporary use of the refrigerator. Use of any personal cooking appliances is limited to slow cookers or warmers. NO large volume deep fat fryers (i.e. turkey fryers, commercial fryers, etc.) or other outdoor stoves, cookers, grills of any kind are to be used inside or outside the facility. Use of fixed community charcoal grills on site are first come and are not guaranteed.

All food and beverages are the responsibility of homeowners and anything unused must be removed from the clubhouse prior to exiting.

While the clubhouse is adjacent to the pool area, **it is not a pool house**:

* Those using the pool may not enter the clubhouse or use its facilities
* Use of the pool is NOT included in rental or usage of the clubhouse. No participant in clubhouse activities is permitted to enter the pool or its surrounding area.

Temporary decorations are permitted, however use of decorations must not damage any part of the facility or its contents. Only low adhesive painter’s tape should be used to hang decorations on walls or other materials. No nails, screws or other fasteners are permitted.

No animals (pets), except service animals, are allowed in the clubhouse at any time.

No smoking (including cigars) or vaping is permitted in the clubhouse or surrounding grounds. Smoking/vaping is allowed only in the parking area, and smoker is responsible for cleanup of that area.

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

The security system located in the clubhouse must never be tampered with during or at the time of departure following the event. If a non-emergency call or false alarm due to tampering or using the security system occurs, all incurred expenses will be passed onto the renter/homeowner.

Board members reserve the right to inspect the property at any time.

The FCRMA Board and the Clubhouse committee may reserve the clubhouse space for community-wide events, including public meetings, community celebrations, educational events, etc. During these times, general use of the clubhouse may be restricted.

During the week (Sunday through Thursday), the clubhouse may be used from 8:00 a.m. until 10 pm. During the weekend (Friday and Saturday), the clubhouse may be used from 8:00 a.m. to 11:59 pm. The playing of music is permitted until 10:00 p.m. Please remember the clubhouse is centrally located amongst many residences, all noise should be kept to a minimum after 10:00 p.m.

Homeowners may rent or reserve the facility for their personal use and MUST be present for the entire time of the usage/rental. During these times, general use of the clubhouse may be restricted. Commercial use of the Clubhouse is limited to community sponsored events only.

Renting or reserving space at the clubhouse does NOT entitle participants to use the pool or its surrounding area.

* Homeowners may reserve the Board Room space for small gatherings or meetings of no more than 12 people. During this time, general use of the clubhouse is open to homeowners.
* Homeowners may reserve the Main clubhouse area for small gatherings or meetings. During this time, general use of the clubhouse is open to homeowners.
* Homeowners may rent the facility (NOT including the pool area) for their own personal use for a fee as described in the rental agreement attached as **Exhibit A**. During this time, general use of the clubhouse is restricted to use by the renter(s) and guests.

Homeowners representing not for profit, fraternal or community organizations /clubs may make reservations four times a year, based on availability.

Reservations for the Clubhouse are managed through current Property Manager.

Homeowners who do not physically live in Finney Crossing and are renting their property may only use the clubhouse facilities as a guest of a current homeowner that resides in Finney Crossing.

Violation by the homeowner(s) or their guests of any rules and regulations established by the Board governing the use of the clubhouse facilities may result in the forfeiture of the security/cleaning deposit where appropriate and in the suspension of the right of the homeowner(s) to the clubhouse facilities for a period of time to be determined by the Board.

Homeowner(s) who have been identified by the Board as being in arrears for payment of annual homeowners dues, late fees and/or special assessments may be prohibited from renting or reserving the clubhouse until any and all fees are paid in full.

The Board can alter these rules at any time, and can, upon consideration of a reservation request, decide that the request be denied if such request is deemed not in the best interest of the Finney Crossing community.

EXHIBIT A

**Finney Crossing Clubhouse Agreement**

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| --- | --- |
| Date of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Number of persons attending: \_\_\_\_\_ |
| Start Time: \_\_\_\_\_\_\_ | End Time: \_\_\_\_\_\_\_ |  |
| Purpose of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Responsible Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Responsible Person Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The “Responsible Person” agrees to rent the Association Clubhouse for a non-refundable fee of $50. In addition, a prepaid **Security Deposit** of $**250.00** is required, refundable upon a satisfactory inspection of the premises after usage. The Responsible person understands the Clubhouse Guidelines and assumes all responsibility for adhering to that policy, including but not limited to the following:

* **The pool and pool area are EXCLUDED from this Rental Agreement.**
* Obtain and return clubhouse keys promptly
* One adult must be present at all times for every 10 children under the age of 18
* No smoking or vaping within the building or on the premises.
* All decorations must be completely removed from the building
* Pets are not allowed in the clubhouse.
* All events are subject to the Williston noise ordinances.
* Turn off all lights, including the bathrooms.
* Lock all doors, both interior and exterior. Please key lock the main entry door.
* Finney Crossing Association will not be liable for any physical injuries or damage to individuals or property during the period of this rental.

**Statement of Agreement:** I have read, understand and agree to abide by the conditions described above and in the Clubhouse Guidelines for renting the Finney Crossing Clubhouse. I understand that I will be held financially responsible for any damage that occurs during the rental period, and that my security deposit may be forfeited if the condition of the building is not maintained and restored to the original condition prior to my arrival. I understand that any illegal substances and smoking are not allowed in the building nor on the premises. I assure that illegal substances will not be used during the rental period. I understand and agree that I am solely responsible for any actions that occur at the Clubhouse during my allotted rental period and I will not hold Finney Crossing or individual homeowners responsible or liable.

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|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date |