

LAKE WINDSONG MAIN CLUBROOM USER AGREEMENT

1. **The Club Room main level facilities are for the use of Lake Windsong homeowners, residents, their families and guests. They may be reserved for use for events sponsored and attended by a resident in good standing, on a first come, first served basis. To make sure the clubhouse is available for all residents during the holidays, these facilities may not be reserved on a holiday or holiday weekend if the holiday falls on a Friday or a Monday, and may be blocked on the day before or after to allow for Committee or Board preparation and cleanup. All reserved events shall be conducted in such a manner that does not interfere with the enjoyment of others using the pool facilities at that time.**
2. **All persons using the Clubhouse do so at their own risk and sole responsibility. The Association and/or management do not assume responsibility for any accident or injury in connection with such use. Residents agree to make no claim against the Association and/or management for or on account of any loss or damage to life or property sustained, and further to indemnify and hold harmless the Association and/or management from any claim arising out of injury sustained by any guest using the Clubhouse or the facilities therein.**
3. **The total number of residents, family members, and/or guests allowed by reservation per event shall be limited to 100 persons. The pool may not be used in conjunction with the club room.**
4. **The Lake Windsong Club Room must be reserved no less than ten (10) days in advance of an event with a minimum non-refundable event charge of \$250.00, and a separate, refundable deposit of \$300.00. Deductions may be withheld for damages or extraordinary cleaning.**

The event payment and deposit must be received before the reservation will be confirmed. The checks must be received no later than ten (10) days prior to the event but no more than thirty (30) days. Both checks should be made payable to the Lake Windsong Homeowners Association and drawn on the account of the resident who signs the reservation form.

5. **Any resident wishing to reserve the activity room should contact the property manager, Rebecca Riede via email, rriede@cmacommunities.com. If the facility is available on the desired date, the following forms should be mailed to:**

Community Management Associates

Attn: Rebecca Riede

1465 Northside Drive, Ste. 128

Atlanta, GA 30318

Be sure to include the rental fee check of \$250 and deposit check of \$300 with this form. The facility reservation is confirmed with payment.

6. **Board Designee (facilitator) will contact Renter in advance of rental date to schedule the Check-in of the event and delivery of the key and alarm code for the event.**
7. **The Association works hard to maintain the swimming pool facilities for the enjoyment by all residents during the swim season. The resident who signs the reservation form shall be responsible for any damages to the pool, equipment, furnishings, related facilities and any other portion of the Lake Windsong property resulting from actions by persons attending or in any other way related to the event. Payment for damages will be deducted from the deposit and billed separately should expenses exceed \$ 300.**

- 8. After the event, the Renter shall comply with all requirements as stated in Addendum “C”. Check-out Inspection and return of key to community facilitator shall occur within one-half hour after the end of rental period. Failure to complete the Check-out inspection may result in additional rental fees and Renter’s ability to dispute and exceptions noted on the Check-out is waived.**
- 9. Community Management Associates will make appropriate notifications to community facilitator for all rental events. Facility usage procedures are subject to change based on modification by the Board.**
- 10. Addendums A,B,C, & D are made a part hereof by reference hereto.**

Homeowner Signature

Date

ADDENDUM "A"

Reservation of Clubhouse Facilities is for Lake Windsong Homeowners Only. Relatives and/or Friends May Not Reserve the Facility Through Homeowners.

To Reserve Any Clubhouse Facility, All Association Dues and Fees Must Be Current.

1. All functions held within the Clubhouse require a reservation. A reservation form may be obtained from the Management Company.
2. The Club Room, or any rooms rented in the Clubhouse, may not be occupied before 10am, and must be vacated before 11 pm. Use time may change from time to time at the discretion of the Board. Check-in and presentation of key will occur a maximum of one hour prior to beginning of rental period. Check out and return of key must occur within one-half hour of the end of rental period.
3. Clubhouse reservations can be made up to three (3) months in advance.
4. Any neighborhood-sponsored events will take precedence over any private function in accordance with the stipulations in the Clubhouse Usage Agreement.
5. No signs promoting an event will be allowed on the grounds, including the front entrance of the community. Neighborhood-sponsored events are the only exception to this rule.
6. Any homeowner renting Clubhouse Facilities must sign and agree to all the rules in the Clubhouse Usage Agreement and submit payment for the rental and security deposit. Reservations will not be secured without receipt of fees and signed contract. Rental shall not be allowed if homeowner's account is not current.
7. **There will be no loss of rental deposit fee if the event is cancelled prior to thirty (30) days before the event. If the event is cancelled after the thirty (30) day period, the Association will retain a Fifty Dollar (\$50.00) Holding Fee. Events cancelled within the ten (10) days preceding the event shall forfeit the entire rental fee.**
8. Clubhouse reservations do not include the use of the pools or surrounding common areas.
9. For health and safety reasons NO PETS are permitted in the Clubhouse.
10. In compliance of Fire Safety Codes and preferred risk practices, no use of outdoor grills is permitted at the Clubhouse.
11. No objects, signs, balloons or banners may be attached to the Clubhouse interior and/or exterior using any nails, push pins, tacks, tape, etc. on the doors, windows, or walls of the Clubhouse.
12. The Clubhouse and the grounds must be left in the same condition (or better) than when key and check in were accepted.
13. The Clubhouse may be used by neighborhood-wide sanctioned committees for committee meetings or community wide Association sponsored events, without paying a rental fee. The Board governs frequency and must approve these reservations. All Rules and Regulations and Standard Agreement apply.
14. Lake Windsong Homeowners Association reserves the right to change policy and pricing at any time.

Homeowner (Initial) _____ Date _____

LAKE WINDSONG HOMEOWNERS ASSOCIATION

CLUBHOUSE VACATE CHECKLIST

Exhibit "C"

The following rules and vacate requirements are applicable to all Clubhouse rentals. At the conclusion of an Event, Lake Windsong Homeowner signing this Clubhouse Usage Agreement must have complied with all of the items listed below:

- **Turn off the oven by turning all knobs to the "off" position.**
- **If thermostat covers were unlocked for your rental, set thermostats before leaving the building at 80-degrees for Air Conditioning and 55 degrees for Heating.**
- **Remove all leftover food and drinks from the premises, including but not limited to items on counters, in the sinks, in the refrigerator, in the oven, or microwave.**
- **Dispose of all trash items, including but not limited to food, drink and decorations supplied by the Homeowner, by bagging and removing from the premises.**
- **Place all furniture in their original locations.**
- **Remove all items brought onto the premises for your Event, including rental items which may have been delivered.**
- **Close and lock all windows and doors.**
- **Turn off all lights and fans. ACTIVATE INTRUSION ALARM UPON EXITING.**
- **The following items were found to be damaged or in disrepair as a result of the rental usage**

Homeowner Signature Date

Community Representative, Title Date

Note: The Association reserves the right, under the Agreement to deduct excessive cleaning and repair fees from the security deposit, or charge for damage in excess of the deposit.

**In case of a maintenance emergency, call Community Management Associates at 404-835-9100.
For all other emergencies dial 911 then call management.**

ADDENDUM "D"**CLUBHOUSE RULES AND REGULATIONS****LAKE WINDSONG COMMUNITY ASSOC.**

1. All Clubhouse and Common Facilities are to be used only by Association Members in good standing (hereinafter "Association Member"), their resident family and/or their guests. Availability for Rentals is currently limited to 2 events per month, 2 events per year per homeowner (not in the same month).
2. Children under the age of 16 may not use or be in the Clubhouse unless an adult Association Member accompanies them. Parents may not use the Clubhouse for babysitting while using any of the other Lake Windsong Facilities.
3. All guests must be accompanied by an Association Member when using the Clubhouse or any of its facilities. Members will be responsible for any and all guest(s).
4. Any vandalism or damage in the Clubhouse will be the responsibility of the Association Member and cost will be deducted from their deposit. if the Member refuses to pay for repair of any damage, the Association will make the necessary repairs and assess the Member's Association account.
5. Children are not permitted in the Clubhouse kitchen at any time without adult Member supervision.
6. **ALCOHOLIC BEVERAGES SHALL NOT BE STORED OR CONSUMED** in the Clubhouse or exterior premises.
7. Association Members or their guests using the refrigerator must remove all food from the refrigerator at the end of their event.
8. **NO SMOKING** in the Clubhouse, in the entryways into the Clubhouse, or in or around the swimming pool. Smoking is allowed on the grounds and in the parking lot only.
9. All helium balloons must be weighted, and removed from the Clubhouse after the Event. No tape or pins are allowed.
10. All doors are to remain locked when the Clubhouse is not in use. Alarm engaged.
11. No business is to be conducted from the Clubhouse or on the Clubhouse grounds unless the space has been reserved and approved by the Board of Directors for a community sponsored event. Rental Events for Profit are not allowed.
12. No pets are allowed in the Clubhouse or the pool area at any time.
13. Anyone witnessing any violations of these rules should report them to the Management Company, to the Clubhouse Facilitator, or to a member of the Board of Directors. Doing so is an act of participation in the protection of the assets of your community.
14. The Clubhouse will be locked at all times.

Homeowner (Initial) _____ Date _____

LAKE WINDSONG RESERVATION APPLICATION

NAME _____

ADDRESS _____

TELEPHONE
NUMBER(S) _____

E-MAIL ADDRESS _____

RESERVATION DATE _____ TIME BEGINS _____ ENDS _____

PURPOSE _____

NUMBER OF GUESTS _____

Signature of Resident

Date

FOR ASSOCIATION USE ONLY

(Event Fee Non-Refundable \$ 250.00; Refundable Deposit \$ 300.00)

Amount of Deposit _____ Date _____ Check # _____

Amount of Event Fee _____ Date _____ Check # _____

(Please attach check to this reservation form)

Signature

Date

Amount of Refund _____ Date _____ Initials _____

Please mail this form to Community Management Associates, Attn: Rebecca Riede, 1465 Northside Drive, Suite 128, Atlanta, GA 30318