

# Antigua @ Town Center Homeowners Association, Inc.

## Recreational Area Facilities

### Rules and Regulations

#### 1. General Information:

These rules and regulations have been adopted and approved by the Board of Directors, hereafter referred to as the Board, of Antigua @ Town Center Homeowners Association, Inc., hereafter referred to as the Association. They are designed to define the rights, privileges and obligations of Antigua property owners, hereafter referred to as Owners, their respective family members, guests or lessees, and to protect the recreational area facilities. Further, they have been formulated to acquaint owners with the services available to them, and for the proper utilization of these facilities. These rules and regulations may be amended or augmented from time to time by the Board to serve the Antigua community better. The responsibility for their enforcement will rest with the Board. It is the responsibility of those using the facilities to know these rules and regulations and to cooperate in their enforcement.

#### 2. Facility Privileges:

Facility privileges are granted to all owners and lessees in good standing.

#### 3. Guests and Family Members of Owners or Lessees:

All guests must be accompanied by an owner or lessee.

#### 4. Transfer of Privileges to Lessee(s):

Any owner may transfer his/her right of use of the recreational area to his/her tenant(s), provided a completed transfer form has been signed by the owner and submitted to the Bristol Management, hereafter referred to as the management company. A non-refundable application fee of \$100.00 will be required and the transfer will be in accordance with the policies set by the Board. The Owner's privileges will be suspended during the lease period. The lessee(s) must be renting and residing in the property for which the privileges are transferred. Please contact Bristol Management at 561-575-3551 for the necessary transfer forms.

#### 5. Hours of Operation:

Antigua @ Town Center Homeowners Association Board of Directors sets the hours of operation and these hours may change without notice. Anyone on the property after these specified hours is trespassing which is punishable by law.

Clubhouse	Monday, Wednesday & Friday 1 p.m. to 5 p.m.
Pool	Dawn to Dusk

## **6. Clubhouse/Facilities General:**

- A. Age Requirement: If the clubhouse is used, children under the age of 18 must be accompanied and directly supervised by an adult (18 years of age or older).
- B. Parents will be responsible for the conduct of their children and their children's guests at all times. One (1) adult will accompany not more than five (5) children.
- C. Owners, lessees and accompanied guests are to be respectful of Association agents and are not permitted to reprimand Association employees or contractors or in any manner interfere with the management of the facility.
- D. Owners, lessees and guests use all facilities** (clubhouse, swimming pool, tennis court, and playground) **at their own risk.**
- E. Owners, lessees and accompanied guests will conduct themselves in an orderly fashion.
- F. Owners who have a concern or suggestion should bring it to the attention of Bristol Management at 561-575-3551.
- G. Proper attire is to be worn at all times in accordance with acceptable practice for the particular area of the facilities being used. Apparel must not be ripped, have holes or be shoddy in appearance. The wearing of wet bathing suits is not permitted in the clubhouse building except in the restrooms. Anyone not conforming to the dress code outlined in these rules and regulations will be asked to do so before using the facilities.
- H. Owners or lessees using any area of recreational facilities are responsible for leaving it neat and clean after each use.
- I. No personal radios, tape decks, CD players or television sets are allowed in the recreational facilities area without the use of a headset.
- J. Unauthorized persons shall not tamper with or adjust the heating and air conditioning systems.
- K. No bicycling, skateboarding, roller skating, roller blading, scooters or use of golf carts are permitted in the recreational facilities area other than the use of transportation to and from the facilities.
- L. All bicycles are to be parked in the bicycle rack.
- M. Subscriptions, solicitations, petitions, or notices which do not concern the Association's affairs may not be distributed or posted on recreational facilities' properties.
- N. No person shall engage in any hazardous activity in the common areas.
- O. All facilities are designated as smoke free.
- P. The cost of replacing any Association property that is damaged, broken or removed by an Owner, lessee or guest shall be charged to the owner.

- Q. By Florida Statutes, animals are not permitted in the recreational facilities area except for animals aiding disabled persons.
- R. Parking shall be in designated areas only.
- S. Personal property should not be left unattended. The Association is not responsible for lost or stolen personal property.

**7. Use of the Recreational Area Facilities for Scheduled Events:**

It is the intent of the Association to offer the recreational facilities to the residents as an included benefit of the homeowner association membership. Acceptance of a reservation shall be based upon approval of Bristol Management, which has the right to refuse the application. Owners may appeal to the Board if they feel they have been unjustly refused permission by the management company to reserve the facility. The Board shall have final right of determination. The clubhouse may not be reserved for a non-property owner.

- A. All Board of Directors' meetings and Association community functions shall take precedence over all other activities.
- B. General uses of the facilities are available to all residents on a daily basis. It should be noted that groups of ten (10) or more, including regular social gatherings that are open to the community must be scheduled with the management company.
- C. Residents will be notified of the Board of Directors' or Association functions by way of posted notices to be published by Bristol Management as to date and time of the event.
- D. Private parties by Owners: The Clubhouse may be reserved on an exclusive basis for special occasions and the entertainment of family and friends. Those who wish to schedule a private party may use the clubhouse for a nominal fee. Residents may contact Bristol Management for the necessary reservation agreement and applicable fees and deposits. If a reservation is made under fraudulent means or there are omissions or errors on the reservation agreement, forfeiture of the deposit may result.

**8. Swimming Pool:**

- A. There is no lifeguard on duty; swimming is at your own risk.**
- B. Age Requirement: Children under the age of 12 must be accompanied by and directly supervised by an adult at the pool.
- C. A shower must be taken prior to entering the pool.
- D. Suntan oils and lotions clog pool filters and drains; all oils and lotions must be removed prior to entering the pool. Oils and lotions can also stain chairs; please place a towel on the chair under you to protect it from stains.
- E. Proper bathing attire must be worn. No jeans or cut-offs are permitted.
- F. Balls or flotation devices are not allowed in the pool. Approved water safety rings or water-wings for non-swimmers are permitted.

- G. Food or drinks are not permitted in or within five (5) feet of the pool. Food and beverages must be in non-breakable containers and consumed elsewhere.
- H. Pool furniture may not be removed from the area. No furniture is allowed in the pool.
- I. Running, diving, pushing or boisterous play is not permitted in the pool or on the pool deck.
- J. Any person who is not toilet trained or is incapable of controlling bodily functions is not permitted in the pool without swim diapers or other form of protective covering.
- K. Pool Rules are posted in the pool area. Maximum capacity inside the pool is 42 persons.

**9. Disciplinary Actions:**

Any infraction of these Rules and Regulations brought to the attention of Bristol Management or the Board of Directors may result in disciplinary action by Management or the Board.

**10. Indemnification:**

Owner agrees to defend, indemnify and hold harmless Antigua @ Town Center Homeowners Association, Inc., its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with, the utilization of the recreational facilities, or the areas in proximity to the recreational facilities, by Owner pursuant to this Agreement. In addition, Owner agrees to reimburse Antigua @ Town Center Homeowners Association, Inc. for any and all damages including but not limited to equipment, fixtures, furniture or other property, either real or personal arising out of the utilization of the recreational facilities, pursuant to this Agreement, without regard to whether such damage is caused by Owner or is the result of the negligence or other fault of the Owner or Owner's guest. Antigua @ Town Center Homeowners Association, Inc. assumes no liability whatsoever to Owner for any mechanical or electrical failure, natural disaster, riot, Act of God, bomb threat, or any other development which may prevent, disrupt, limit or frustrate Owner's use of the recreational facilities.

# **Clubhouse Reservation Agreement**

In contracting to reserve the Antigua Clubhouse, Owner agrees to adhere to and comply with all rules, requirements, guidelines, fees and deposits for reservation.

The maximum capacities for the various areas of the recreational areas are as follows: pool 30 persons and clubhouse 75 persons. The hours of operation for the Clubhouse are to be determined by the Board of Directors. All the various recreational areas that are mentioned above have posted rules and regulations that must be obeyed at all times. The entire recreational area is designated as smoke-free.

## **Terms and Conditions of Use**

### **Reservation Fees and Deposits:**

Two checks, (a reservation fee and a damage deposit of \$200) made payable to Antigua @ Town Center Homeowners Association, Inc. should be submitted to Bristol Management together with the signed Agreement. Bristol Management, upon receipt of these documents and fees, will confirm your reservation. Only Owners in good standing may reserve the Clubhouse and/or the Conference Room (owners, for the purpose of this agreement, shall include lessees in good standing with Antigua @ Town Center Homeowners Association, Inc.). A non-refundable reservation fee of \$ 250.00 will be charged for the exclusive use of the Clubhouse.

A non-refundable reservation fee of \$25.00 per hour, a maximum rate of \$100.00 for the day will be charged for the exclusive use of the conference room. The hours of operation for the conference room are from 8 a.m. to 5 p.m. The conference room is subject to the deposit of \$200.00.

The \$200.00 deposit will be refunded after inspection of the area, provided there has been no damage or loss including, but not limited to the clubhouse, kitchen, restrooms and pool area. These areas must be left in a neat and clean condition. If a reservation is made under fraudulent means with omission or error, may result in forfeiture of the deposit.

### **Reservation/Cancellation Policy:**

No reservation will be accepted earlier than six (6) months before the date of the event. Reservations may be cancelled by the Owner up to fourteen (14) days prior to the event. In such case, both the reservation fee and deposit will be refunded in full. Only two (2) reservations per household may be active at the same time.

Antigua @ Town Center Homeowners Association, Inc. shall not assume or accept liability for the losses due to any catastrophic event or Act of God that cause the recreational area to be closed. If the recreational area is closed due to a catastrophe or Act of God prior to the event, the reservation fee and deposit will be refunded in full.

## **Set-up/Decorations/Clean-up**

### **All Areas:**

All set-ups of tables, chairs and decorations, as well as clean-up, shall be in accordance with the following guidelines.

### **General:**

The display of fireworks is not permitted. Confetti (paper and metallic) and rice are not permitted. Nothing may be attached to the clubhouse walls or furnishings.

At the end of the event, all Clubhouse furnishings should be returned to their original positions. Any additional tables and chairs must be washed, folded and returned to the storage room.

### **Kitchen:**

The Association does not provide kitchen cleaning materials, such as towels, cloths, soap, detergent, potholders etc. The owner must provide these items.

The refrigerator/freezer, sink, counters and cabinets shall be emptied of all unused materials and cleaned. The kitchen floor must be broom swept.

### **Restrooms:**

The restrooms shall be left in a neat and clean condition.

### **Trash:**

All trash and debris must be bagged and left in the designated area.

### **Music:**

Music must be turned off at 10:00 p.m. in order not to disturb the surrounding residents.

### **Parking:**

Parking shall be in designated areas only.

### **Facility Areas**

Reservation of the Clubhouse reserves the exclusive right of use beginning two (2) hours prior to the scheduled event. Owner must complete clean up, and vacate the clubhouse no later than 11:00 p.m. and must leave the facility in a neat and clean condition.

### **Indemnification:**

Owner agrees to defend, indemnify and hold harmless Antigua @ Town Center Homeowners Association, Inc., its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with, the utilization of the recreational facilities or the areas in proximity to the recreational facilities by Owner pursuant to this Agreement. In addition, Owner agrees to reimburse Antigua @ Town Center Homeowners Association, Inc. for any and all damages including but not limited to equipment, fixtures, furniture or other property, either real or personal, arising out of the utilization of the recreational facilities, pursuant to this Agreement, without regard to whether such damage is caused by Owner or is the result of the negligence or other fault of the Owner or Owner's guest. Antigua @ Town Center Homeowners Association, Inc. assumes no liability

whatsoever to an Owner for any mechanical or electrical failure, natural disaster, riot, Act of God, bomb threat, or any other development, which may prevent, disrupt, limit or frustrate Owner's use of the recreational facilities.

This Agreement contains the entire agreement by and between Antigua @ Town Center Homeowners Association, Inc. and Owner, and all prior understandings and agreements are hereby superceded. Any amendment hereto must be in writing and signed by each of the parties herein.

In Witness whereof, Antigua @ Town Center Homeowners Association, Inc., by and through its duly authorized representative(s), and Owner has executed this Agreement on \_\_\_\_\_. I/We \_\_\_\_\_, Owner(s) apply for the use of the clubhouse located at 1500 Corbison Point Place, Jupiter FL 33458, for the following date and time \_\_\_\_\_ for the purpose of \_\_\_\_\_.

Estimated number of total guests: \_\_\_\_\_ Adults: \_\_\_\_\_ Minors: \_\_\_\_\_

Adults 18 years of age and over must supervise anyone less than 18 years of age while in the Clubhouse (5 children per 1 adult for supervision).

Food will be served: Yes \_\_\_ No \_\_\_ \*Alcoholic beverages will be served: Yes \_\_\_ No \_\_\_

\*It is agreed between the parties that, if alcoholic beverages are to be on the premises during this specific function, that the undersigned is responsible for the conduct of their guests and that it will not be served to minors. Any alcoholic beverages will be removed by the Owner immediately after the function.

**Declaration:**

I hereby declare that I am a member in good standing of my Association, Antigua @ Town Center Homeowners Association, Inc. I further declare that I have read and understood the Reservation Agreement and the Rules and Regulations and agree to abide by them.

**Owner:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Reservation Check # \_\_\_\_\_ Deposit Check # \_\_\_\_\_

Date Deposit Check Returned \_\_\_\_\_

Inspection Comments:

Note: Please return this entire Agreement along with your 2 checks to Bristol Management.