

JENSEN BEACH COUNTRY CLUB ASSOCIATION, INC (JBCC)

CLUBHOUSE RULES & REGULATIONS

(Revised: December 17, 2021; July15, 2024)

The following Rules and Regulations have been adopted by Board of Directors for the use and enjoyment of Pin Oak Clubhouse ("Clubhouse") by residents and guests of residents. The intent of these Rules and Regulations is to maintain a reasonable standard of use and conduct that will benefit the community as a whole and maintain the condition of our facilities at the Clubhouse. In these Rules and Regulations, "resident" includes an owner who lives in JBCC or a tenant who leases and lives in a unit in JBCC but does not include an owner whose unit is under lease to a tenant.

GENERAL RULES AND REGULATIONS FOR RESIDENTS USE OF ALL AREAS OF THE CLUBHOUSE

1. When using any area in and around the Clubhouse, responsible behavior, proper attire, and decorum must be observed at all times.
2. Children under age 16 may not use the Clubhouse unless accompanied by an adult who is a resident or guest of a resident.
3. After use of any area, it shall be returned to its original condition and cleanliness, i.e., furniture should be put back in place, trash must be picked up and disposed of, etc. If trash and garbage created as a result of the activity does not fit in the bins provided, the remaining trash must be removed from the premises.
4. No wet or damp swimsuits are allowed in the Clubhouse and dry swimsuits must be covered appropriately when using the facility. Footwear must always be worn in the Clubhouse.
5. Smoking is not allowed in any area inside the Clubhouse, pool, pool deck and tennis courts.
6. Alcoholic beverages are not allowed in the Clubhouse except during Association planned, permitted, and supervised social or recreational activities or during private events. Sale of alcoholic beverages is prohibited at all times.
7. No skateboards, in-line skates, roller skates or similar footwear are allowed inside or around the Clubhouse and adjacent parking lots.
8. All bicycles are to be parked in the bike rack area.
9. All cars are to be parked in designated areas. No parking on the grass.
10. Report any damage or spills to the Property Manager.
11. Abuse of any room, furnishings or amenities in the Clubhouse may constitute grounds for immediate restriction of the use of the facilities. Property Owners, Tenants are liable for the cost of repair resulting from damage caused indirectly or directly by themselves, their family members, their guests, or their vendors. If a tenant, guest or vendor fails to pay the costs of damages, the owner will be responsible for payment of the damages, the collection of which will be handled the same as a past due assessment. The Board of Directors of the Association has the right to suspend the use privileges of any resident for violation of these Rules and Regulations.
12. Any guest who is not a house guest of a resident may use the Clubhouse only when accompanied by the resident.
13. The Clubhouse may only be used between the hours of 8 AM and 10 PM seven days a week, unless otherwise noted in these Rules and Regulations or unless specifically authorized by the Board of Directors.
14. As provided in the Declaration of Covenants, unless otherwise provided in a unit lease agreement, an owner, by leasing his or her unit, automatically delegates his or her right of use and enjoyment of the Clubhouse and other common elements to the tenant. In such a case, the owner relinquishes such rights during the term of the lease agreement.
15. No person may leave any food or beverages in the refrigerator in the kitchen except while the person is in the Clubhouse. No alcoholic beverages may be left in the refrigerator at any time. Nothing may be left in any of the kitchen cabinets or drawers at any time except during a reservation period unless prior arrangements have been made with the Property Manager and the person waives any liability on the part of the Association for any items left in the kitchen under such arrangements. Otherwise, any food or beverage left in the refrigerator will be discarded by the Association.
16. The Board of Directors has the right to suspend the Clubhouse privileges of any resident who allows another person to use his or her access device in violation of these rules.
17. Under no circumstances may any person, resident or non-resident, conduct any activity for which any form of remuneration is received by such person.

USE/RESERVATION OF THE CLUBHOUSE

GENERAL

- Resident assumes full responsibility and liability for any claims resulting from use of the Clubhouse and indemnifies and holds harmless the Jensen Beach Country Club Association, its Members, Board of Directors, Property Manager, and Campbell Property Management for any liability, loss, damages, or injuries to any resident or guest.
- Resident assumes full responsibility for any loss or damages caused to the premises and property of Jensen Beach Country Club Association as a result of the use of the Clubhouse.
- There shall not be more than 100 people at any one time at a function.
- Reservations must be made in advance and the Property Manager has sole control of the JBCC Clubhouse calendar. The Reservation Agreement will become effective when signed by the Property Manager as the authorized representative of JBCC. No reservation will be available to any resident when the owner's assessments and other sums due JBCC by the owner are not current. A reservation may not be arranged on behalf of a third party.

1. Areas Available for Reservation and Allowable Reservation Uses

Areas available for use in the Clubhouse are the Main Room, the Kitchen and the Library. Reservation use shall be by and for residents and not for persons, clubs or organizations that are not residents. The pool and pool patio are to remain available to all residents and are not available for reservation.

The kitchen will be open and available for use by all residents using the Clubhouse between 8AM and 10 PM.

The Clubhouse may be used for meetings or events sponsored or authorized by JBCC ("HOA"), for meetings of the HOA Board or one or more of the HOA Committees, or for a private meeting, event, party or function by individual residents. In no case will commercial functions involving an offer to sell, direct marketing, solicitation of business, or contracting to sell, be allowed without prior specific approval of the majority of the HOA Board.

2. Process for Reservations

a. Majority of Attendees are not Residents.

Any meeting, event, party, or function sponsored by a resident at which less than a majority of the group will be residents will require a reservation agreement. Any wedding related event may only be scheduled if the bride or groom is a resident, or an immediate family member of the resident, i.e., parent, sibling, or child of the resident.

The Property Manager is responsible for taking reservations. Reservations shall be available only to residents. A resident desiring to reserve any portion of the Clubhouse shall apply in writing to the Property Manager by completing a Reservation Agreement, a copy of which may be obtained from the Property Manager and/or the JBCC website. The Reservation Agreement will become effective when signed by the Property Manager as the authorized representative of JBCC. No reservations will be available to any resident when the owner's assessments and other sums due JBCC by the owner are not current.

Reservation must be made in advance and will be made only upon payment of any applicable security deposit and the reservation fee. If the area reserved is not adequately cleaned following the event by the resident signing the Reservation Agreement, the security deposit will be used to pay for cleaning expenses incurred by JBCC following the reservation which shall be charged at the estimated hourly expenses of JBCC for such cleaning. The security deposit will also be used to reimburse JBCC for the repair or replacement of any damage done to the Clubhouse, its furniture, equipment, or other decorations and furnishings. The security deposit, less any cleaning, repair, or replacement expenses will be refunded no more than 30 days following the event. Any amounts due the Association in excess of the deposit will be charged as an assessment against the resident signing the Reservation Agreement, the collection of which will be handled the same as a past due assessment. **The rental of the Clubhouse is \$125.00 per day. Deposit is \$300.**

b. Majority of Attendees are Residents

An email or verbal reservation with the Property Manager is required for the exclusive use of the Clubhouse by any resident-sponsored group using the facilities for a meeting, event, party, or function where at least a majority of the group will be residents, owners, or tenants of JBCC. It will be in the discretion of the Property Manager to limit the amount of time during which the Clubhouse is reserved if the reservation is unduly limiting or restricting the ability of other residents' use.

If the area reserved is not adequately cleaned following the event by the resident signing the Reservation Agreement, the security deposit will be used to pay for cleaning expenses incurred by JBCC following the reservation which shall be charged at the estimated hourly expenses of JBCC for such cleaning. The security deposit will also be used to reimburse JBCC for the repair or replacement of any damage done to the Clubhouse, its furniture, equipment, or other decorations and furnishings. The security deposit, less any cleaning, repair, or replacement expenses will be refunded no more than 30 days following the event. Any amounts due the Association in excess of the deposit will be charged as an assessment against the resident signing the Reservation Agreement, the collection of which will be handled the same as a past due assessment.

c. JBCC Sponsored or Authorized Events

No Reservation Agreement will be required for any JBCC sponsored or authorized recreational, social or community activities approved by the JBCC Board of Directors, or for meetings of the JBCC Board and its committees. Times for such activities and meetings shall be marked on a calendar maintained by the Property Manager and reservations shall not be available during these periods.

3. Limitations on Times and Dates of Reservations

The Clubhouse is available for reservation from 8:00am to 10:00pm seven days a week. Reservations are not available on the following days: Christmas Eve, Christmas Day, New Years Eve or New Years Day

4. Resident as Host

The resident arranging the reservation must be present at all times at the function for which the room is reserved and must be the primary host of the event.

5. Music and Noise

The resident arranging the reservation is responsible for assuring that any music or other noise emanating from the reservation area or parking area is at a level that cannot be heard in nearby houses or in other areas of the Clubhouse. Resident must ensure event follows all Martin County Noise Ordinance:

Noise restrictions: Weekdays at 9pm , Friday and Saturday at 11p

6. Furniture Placement and Clean Up

The person reserving a room is responsible for setting up and arranging the room for the function, including setting up tables and chairs and, immediately after the event, is responsible for returning the facilities, furniture and equipment to their original condition and location and leaving the furniture and facilities clean after use. Furniture in the reservation area may be rearranged for a particular function but may not be moved outside of the room reserved. The furniture should not be stacked as it may be damaged by doing so.

7. Decoration Restrictions

Decorations for events may be used only if they do not cause damage to or cause difficulty in cleaning up the facility after the event. For example, do not use glitters, sparkles, rice, or any similar items. Do not thumb-tack, tape, glue, staple, or nail any decorations to the ceiling, door frames, walls, etc. Tape may be used to attach decorations to the glass on windows or doors but must be removed at the end of the event.

8. Caterers

If a caterer is used during use of the Clubhouse, JBCC must be provided a copy of the caterer's license and insurance information. Caterers shall provide proof of liability insurance naming JBCC as an additional insured for the reservation.

9. Cancellation

If cancellation of a reservation is initiated by the resident, all fees will be returned. If JBCC Board of Directors or the Property Manager cancels due to an act of God or other unforeseen situation, all fees will be returned.

LIABILITY

- A. No high risk or other activities unsuitable for the Clubhouse, as determined by JBCC or the Property Manager, will be allowed to be conducted in the Clubhouse. The liability for any personal injury and/or property damage resulting from improper or unauthorized use of any part of JBCC Common Area, including property, facilities, or equipment, by any resident or a guest of resident, is the responsibility of the resident making the reservation. The resident who reserves the facility is responsible for all his or her guests complying with these Rules and Regulations.
- B. Any resident requesting a reservation for use of the Clubhouse and contemplating more than 25 people in attendance shall provide proof of liability insurance in such amounts as shall be determined, from time to time, by the Board of Directors. The resident shall agree to hold harmless and indemnify JBCC, its Board of Directors, the Property Manager and Campbell Property Management for all liabilities associated with the reservation as more specifically provided in the Reservation Agreement.