**CasaBella Home Owners Association**

Keys Property Management Enterprise, Inc.

7827 N Wickham Rd Suite D

Melbourne, FL 32940

**Home Owners Association Recreation Facilities**

**The Recreational Facility consists of the Clubhouse, Tennis court, Playground parking lot, and surrounding common area grounds. The primary use of this facility is for the social and recreational enjoyment of CasaBella Homeowners and their guests. The Clubhouse will be locked at all times, except when there is an approved function. The use of the Clubhouse is limited to:**

1. **Private party**
2. **Community sponsored events**

**The Keys Property Management will maintain a Clubhouse utilization log which will be reviewed by the Board of Directors on a monthly basis. The log will include, but not limited to, dates used, renter's information, community event, fees collected, and maintenance expenses.**

**The rest rooms will be affixed with a simple cipher lock to avoid keys while maintaining a limited security feature to maintain cleanliness and overuse by construction workers. The tennis court and playground is open at all times to CasaBella Residents regardless of Clubhouse usage. Clubhouse parking is subject to the same rules as CasaBella roads; no overnight parking.**

**Clubhouse Private Party Policy**

**1. A Sponsor, any member of the CasaBella Homeowner's Association, may request the use of the Clubhouse for private parties of a social nature. All arrangements for the use of the Clubhouse will be scheduled through Keys Property Management. If any questions arise, the Keys Property Management will contact the HOA Board of Directors for policy direction. Sponsor of private parties are responsible for the cost of such parties according to the set fee and required deposit.**

**2. The deposits and fees listed below shall apply to all sponsored reserved Clubhouse private parties. They are designed to cover the costs of utilities, cleaning and liability associated with the event.**

1. **Rental (per event) - $50.00 plus $3.25 Tax (total= $53.25)**
2. **Security Deposit - $200.00 (refund subject to inspection by a Property Manager or designee after the event using the form (attached)**

**3. "Private Party" is defined as a social event; i.e. weddings, birthdays, social activities, etc. held only by the Sponsor and include only the Sponsor's guests. In questionable situations, the Property Manager will make the determination. Final determination, if required will be made by the Board of Directors.**

**4. The Sponsor must be present during the entire event. The event must be scheduled through Keys Property Management using the procedure listed in this document. The Sponsor is solely responsible, by means of a personal check made out to Casabella HOA and dropped off at the Keys Sun Tree Office, for the payment of required fees.**

**5. The Fire Marshall has set the maximum occupancy of the Clubhouse at 90 people. The limit imposed by the Fire Department, is for our safety. Strict compliance with this regulation is mandatory.**

1. **SMOKING IS STRICTLY PROHIBITED inside all areas of the Clubhouse. The Sponsor shall inform all guests of this policy and take responsibility for enforcing it. Smoking is permitted outside on the patio.**
2. **If a disagreement occurs between the Sponsor and Keys Property Management or designee, the Sponsor may bring their disagreement to the Board of Directors at a regularly scheduled monthly meeting to discuss their concern. The Sponsor must notify the Secretary of the Board of Directors prior to the next monthly meeting to get their dispute on the agenda. If the disagreement involves the withholding of fees/deposits, Keys Property Management or designee shall not return fees/deposits to the Sponsor prior to review by the Board of Directors. Fees/deposits can only be returned to the Sponsor after:**
3. **The Sponsor has requested to get on a monthly agenda;**
4. **Addressed the Board of Directors at a regularly scheduled monthly meeting and;**
5. **The Board of Directors has provided the direction to Keys Property Management or designee.**

**Scheduling Clubhouse Reservation**

1. **Keys Property Management maintains a "calendar of events" to coordinate and control the schedule for Clubhouse use.**
2. **Reservations for the Clubhouse may be made up to 6 months in advance through the Keys Property Management. Only Homeowners that are in good standing with the Association's rules and are current on all dues and assessments may make a reservation. Reservations can only be made by completing a reservation form and paying the appropriate fee to the Casabella HOA; check only and dropped off at the Sun Tree Office. Telephone conversations or oral arrangements of any kind shall not be binding.**
3. **Reservations may be canceled with a full refund if requested in writing within 14 days of the event. Reservations that are canceled with less than 14 days' notice will be subject to a $50 penalty. All cancellations must be done by returning the reservation form signed as "canceled" by the Sponsor to Keys Property Management .All cancellation refunds shall be processed within 14 days.**
4. **In providing final review and approval of a party request, Keys Property Management shall ensure compliance with the policy and procedures established by this document. Approval will normally be confirmed within 7 days after receipt of a completed reservation request and required fee.**

**Sponsor Responsibilities**

1. **The Sponsor shall be responsible for removing all catering supplies and equipment and restoring the clubhouse as found by 9:00 AM on the day following an event. A representative from the Clubhouse Committee will inspect the clubhouse on the day following the event (when possible but at minimum, prior to the next event) to ensure compliance and verify cleanliness.**
2. **Within 7 days after the event Keys Property Management shall present the Sponsor with the refund of the security deposit if f required. The Sponsor shall be responsible for the normal relocating of all the clubhouse furniture, collect any generated debris from interior and exterior premises, and placing trash cans at the curb the night before the next trash pickup day and returning them to the storage area after the trash pickup.**
3. **If more cars are expected than fit into the Clubhouse lot, it is the responsibility of the Sponsor to make arrangements for the overflow. It is expected that overflow would be parked at the Sponsor's home, not on the street.**
4. **Curfew for parties is to be 1:00 AM. The Sponsor must be the last to leave at the end of the event and shall be responsible for turning off appropriate lights, setting thermostats to 78 degrees Fahrenheit turning off all appliances and equipment.**
5. **Loud noises and other activities, as defined by local ordinances, which would infringe upon the privacy and rights of residents, will not be condoned. All doors shall remain closed except for normal passage to contain party noise. Guests must remain in the clubhouse area and not wander through the residential or common area.**
6. **If the Sponsor is in violation of the Recreation Facility policies, the Board of Directors reserves the right to refuse admittance to the Sponsor in the future.**

**Copies of this document shall be distributed on a continuing basis to the new owners and residents and maintained by the Communications Committee. All CasaBella members and their guests are bound by these rules. All CasaBella members are responsible for keeping themselves and their guests informed of existing rules and any future changes as may occur from time to time.**

**Community Sponsored Events**

**The following are the approved community events:**

1. **Egg Hunt**
2. **July 4th**
3. **Children's Halloween party**
4. **Christmas Santa party**

**Additional community sponsored events need to meet all of the following criteria:**

1. **Submission of a request stating the nature of the event, date and projected membership participation.**
2. **Board of Directors advanced approval**
3. **Event is published and or communicated to all members at least 21 days prior to date of event**
4. **A minimum of 20% membership participation, currently; approximately 20 Member's families**
5. **Abiding by all private party rules and restrictions**

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**Home Owners Association Recreation Facilities   
Clubhouse Reservation Request Form**

**Sponsor Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Requested reservation date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Times of use: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Type of event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**# of people expected to attend: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Alcohol will be served at this event.\* YES NO** *(circle one)*

**\* If Alcohol is to be served please read this disclaimer:**

**"It is understood that the Association prohibits any alcoholic beverages from being on any of the common areas of the Association other than beer or wine. Further, the homeowner is responsible for requiring the production of photo identification from all individuals being served either beer or wine in order to verify they are 21 years of age or older. Any person on the premises not able to produce photo identification may not be served, nor may they consume, any alcoholic beverages of any kind. The homeowner further acknowledges and accepts all legal responsibility associated with the consumption of alcoholic beverages as well as the consequences of the behavior of those who consume those beverages served during any social function held on the common areas of the Association."**

**This section to be completed by the Property Manager**

**Date form is received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Waiver Signed? YES NO** *(circle one)* **\**MUST HAVE!***

**Fee of $ 50.00 plus Tax ($3.25) Total received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Security Deposit of $ 200.00 received on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(two separate checks)*

**Reservation confirmed on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *(all monies and forms received)*

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**Home Owners Association Recreation Facilities   
Waiver, Release and Hold Harmless Agreement**

**This agreement is entered into by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who**

**resides at , Melbourne, Florida (Owner) for the   
benefit of the CasaBella Homeowners Association, Inc. *("CasaBella")~* and is effective as of**

**this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.**

**In consideration of the right to use CasaBella’ s recreational facilities, Owner hereby agrees to assume all responsibilities, risks, liabilities and hazards incidental to the use of said facilities and does hereby fully release and forever discharge CasaBella its officers, directors, employees and agents, past present and future, from and against all losses, expenses, claims, demands, causes of action of every kind and character (including those asserted by the agents, licensees, guests and invitees of Owner) for death, personal injury, property damage or any other liability for damages, fines or penalties, including costs, attorneys' fees and settlements, resulting from any act or omission of Owner, Owner's agents, licensees, guests or invitees, including but without limitation whatsoever, any such claims, demands or causes of action arising out of or in connection with Owner's use of the recreational facilities and the serving of alcoholic beverages by Owner to Owner's agents, licensees, guests or invitees, and furthermore, hereby agrees to defend indemnify and hold CasaBella, its officers, directors, employees and agents, past present and future, harmless from and against any and all such claims.**

**Signed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.**

**Homeowner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_.**

**Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Prop Mgr Rep)**