

## VALENCIA AT ABACOA HOMEOWNERS ASSOCIATION, INC.

c/o Avant-Garde Management  
759 SW Federal Highway, Suite 316, Stuart, FL 34994  
Office: (561) 275-5301

### **TO ALL PERSONS RENTING / USING CLUBHOUSE & COMMON AREAS**

This list will explain to you the terms of use for the clubhouse and grounds as well as some operational specifics that will ensure that you have a pleasant experience and that the facility remains in excellent condition for future rentals.

- ❖ The reserved clubhouse areas include the small room both rest rooms and kitchen ONLY and NOT the exercise area. All other parts of the clubhouse, including the exercise room, green space are to remain open to all Valencia homeowners. If your reservation request is for any portion of the green space or the pool cabana area, you must submit a detailed written request for approval along with your reservation. Your request will then go before the Board for review and approval. **Please note: Any type of inflatable including, but not limited to water inflatables will require approval and an additional deposit in the event the grass is damaged and needs to be restored.**
- ❖ Kitchen: The Association does not provide kitchen cleaning materials, such as towels, cloths, soap, detergent, potholders, garbage bags, etc. The Owner must provide these items. The refrigerator/freezer, sink, microwave, counters and cabinets must be emptied of all unused materials and cleaned. The kitchen floor must be broom swept. You may consider using a cleaning service for large parties / events.
- ❖ You may move the furniture as needed, but it may **NOT** be placed in the exercise room. The clubhouse furniture cannot be stacked as it may be damaged.
- ❖ Set up time starts **two hours** before rental time and clean up should be completed **two hours** after your scheduled event. \*\*For late night parties, please contact the office for possible next day clean up.
- ❖ Careful consideration should be given to decorations. Please do not use glitters, sparkles, rice or any item small enough to get stuck in the carpet. Do not thumbtack, glue, staple or nail any decorations to the ceiling, doorframes, walls, etc. Do not use tape on the walls. Any tape on windows / doors (all tape) must be removed to receive full return of deposit.
- ❖ No animals are allowed on the premises, including caged animals except for service animals.
- ❖ No vehicles are permitted on the green, including, but not limited to golf carts **AT ANY TIME.**
- ❖ No Water Slides, Pools, Sprinklers or Mechanized Equipment / Rides will be allowed.
- ❖ You are responsible for the actions of your guests and any vandalism to the clubhouse.

**You are responsible for leaving the reserved area(s) and its' surroundings in good (or better) condition than it was when you entered it.**

Thank you for your cooperation.

## CHECKLIST

In an attempt to make sure the clubhouse is left in a clean and orderly condition, please go through this checklist to make sure all, which apply, have been done.

**BEFORE START OF EVENT:** Check clubhouse to make sure it is in satisfactory condition before your function.

**COMMENTS:**

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**AFTER EVENT:**

- Clean counters / tabletops
- Remove all food, drinks and dishes from kitchen area
- Clean kitchen and refrigerator
- Check / clean restrooms
- Remove all trash inside and outside
- Return all furniture to its original location
- Turn off lights / Lock door
- Vacuum Carpet (**Vacuum cleaner in closet between kitchen and small room**)

**REPORT ANY MISHAPS (spills, etc.):**

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As a general rule, the clubhouse and grounds should be left in the same or better condition than you found it. Once you have gone through the checklist, please sign and return to Avant-Garde Management.

Name: \_\_\_\_\_

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

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

Time: \_\_\_\_\_

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

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## EXCLUSIVE USE AGREEMENT

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the Valencia at Abacoa Homeowners Association, Inc. (HOA) and \_\_\_\_\_, a member in good standing of the Association.

Based on completion and approval of this rental agreement, the Association agrees to make available to the member, the following common area (facility) \_\_\_\_\_ located in Valencia at Abacoa on an exclusive basis for the following time period:

Day \_\_\_\_\_ Date \_\_\_\_\_

Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_ Max # of person's \_\_\_\_\_

### **RULES**

The members(s) acknowledge and agree this non-exclusive use agreement is subject to the following rules and regulations.

1. Rental use shall be by and for property owners and not for persons, clubs or organizations that are not owners.
2. Smoking is NOT allowed within the Clubhouse facility or any common areas.
3. Parking is only allowed in designated parking areas.
4. Use of exercise equipment is prohibited and MAY NOT be moved in any way or covered.
5. All furniture must remain in the main clubhouse area.
6. Posting, pinning, nailing, stapling or taping anything onto ANY interior areas is prohibited.
7. No animals are allowed on the premises, including caged animals except for service animals.
8. Music must be contained to the clubhouse area and kept at a level as to not cause a nuisance.
9. Trash must be removed from the facilities. The clubhouse trash bin is located on the kitchen entry side.
10. Set-up time is no more than two (2) hours prior to the scheduled reservation time and clean up / removal time shall not exceed two (2) hours after the scheduled reservation time.
11. Green space or pool area are not for exclusive use and inflatables on the green will require approval first and an additional damage deposit. No Mechanized Equipment / Rides will be allowed.

**INDEMNITY**

The member(s) understand, acknowledge and agree that they may not restrict, interfere or obstruct any other known member from the use of the facility at any time. The member(s) also acknowledge that they are fully responsible for the maintenance of the facility during the term marked above. The member(s) fully indemnify and hold harmless the HOA, its Board of Directors and all other members from acts, suits, negligence, damage or personal injury which are the result of action by themselves or guest, whether intentional or unintentional.

**DEPOSITS**

Owners may use the clubhouse facility and grounds for private social functions on a first come, first served reservation basis, except for the dates referred to in the Association calendar. The clubhouse and surrounding common areas may be reserved upon permission through the community association manager, after a written request is made in advance and the execution by the owner of the Clubhouse Reservation Agreement. If there is any damage to the building or grounds, the undersigned homeowner will be responsible and assessed for the cost of repairs. Residents reserving use of the clubhouse and surrounding common areas shall be responsible for the damage occurring during their use. The following procedures apply to use and reservation of the clubhouse and surrounding common areas for private purposes.

A. Reservation for rental requires a minimum seven (7) day notice. Regularly scheduled activities such as Valencia Homeowners' Association Meetings and other activities on the calendar would be given first consideration. The community association manager may use his/her discretion for these rentals.

B. The deposit to use the Clubhouse and Green Space are as follows:

- a. Clubhouse                      \$ 250.00
- b. Pool Cabana Area        \$ 250.00
- c. Green Space                 \$ 500.00

Anyone wishing to use the exercise equipment, pool or surrounding common areas **must be allowed** to do so while the designated common area facility is rented.

All vehicles must park in parking areas. All bicycles must use racks. Parking of vehicles or bicycles on the green is **prohibited** at all times.

**I (we) further declare that I (we) have read and understand the Reservation Agreement and the Rules and Regulations and agree to abide by them or my (our) deposit may be forfeited for any breach of the aforementioned Rules & Regulations.**

\_\_\_\_\_  
Member's Name Printed

\_\_\_\_\_  
Member's Address

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Member's Telephone Number

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

Deposit Amount: \$ \_\_\_\_\_

Check #: \_\_\_\_\_



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***CLUBHOUSE & COMMON AREAS  
RULES & REGULATIONS***

The following information is to acquaint each resident of Valencia with his/her obligations, while using Valencia's Clubhouse and Grounds. The intent is to be fair to all residents and to provide a facility where people can go to enjoy themselves.

**GENERAL USE:** VALENCIA'S Clubhouse is to be used only by the residents of VALENCIA. Bristol Management will be responsible for taking reservations for the use of the facilities. A deposit will be required for private parties and weddings/receptions. Residents using the Clubhouse and Grounds are responsible for leaving the facilities and grounds clean after use.

The Clubhouse tables, chairs, or common equipment of any kind shall not be removed from the premises. No radios, CD players or tape decks are allowed in the Clubhouse, unless they are used during a supervised recreation activity or private rental. No skateboards, in-line skates or roller-skates are allowed in any Clubhouse Room. All bicycles are to be parked in the bike rack area.

**HOURS:** The Clubhouse hours are from 8:00 a.m. – 10:00 p.m. Monday through Sunday. The minimum rental period is 4 hours. The maximum rental period is 8 hours. Residents of VALENCIA can reserve the Clubhouse and Grounds at any time during the week; and on any Saturday or Sunday on the weekends, but not on both days of the weekend.

**ATTIRE:** Shoes and shirts must be worn in the Clubhouse. Bathing suits are not allowed in the Clubhouse.

**CHILDREN:** Children under sixteen (16) years of age **MUST** be accompanied by an adult while using the Clubhouse and all amenities.

**ALCOHOL:** Alcoholic beverages are **NOT** allowed in the Clubhouse, except during Association planned, permitted, and supervised recreational activities, or during private rentals.

**PROHIBITED EQUIPMENT: No mechanized equipment will be allowed, i.e. Ferris Wheel rides, etc.**

**SMOKING:** Smoking is not allowed in the Clubhouse.

**CONDUCT:** Abuse of the Clubhouse and Grounds amenities may constitute grounds for immediate restriction of the use of the facilities. Owners and tenants are liable for the cost of repair resulting from damage caused indirectly or directly by themselves and/or their guests to any amenities at the Clubhouse and Grounds, collection of which, will be the same as a past due assessment. The

Board of Directors of the Association has the right to suspend the use privileges of any owner for any violation of these Rules & Regulations.

**FACILITY RENTAL**

The Clubhouse may be used for organized community events, private parties, or weddings/receptions; however, there will be no commercial functions.

**AVAILABILITY CRITERIA:** Reservations will be made through the Association’s community manager and will be made on a first-come, first-serve basis. Reservations are available to VALENCIA residents only, and must be made not less than 7 days in advance. Residents will need to complete an application and pay a security deposit and rental.

The Clubhouse will NOT be available for private parties on the following days:

- |                         |                         |
|-------------------------|-------------------------|
| <b>New Year’s Eve</b>   | <b>Halloween</b>        |
| <b>New Year’s Day</b>   | <b>Thanksgiving Day</b> |
| <b>Easter</b>           | <b>Hanukkah</b>         |
| <b>Independence Day</b> | <b>Christmas Eve</b>    |
| <b>Labor Day</b>        | <b>Christmas Day</b>    |
| <b>Memorial Day</b>     |                         |

**PARKING:** Parking will be limited. Park only in designated areas.

**RENTAL FEES:**      **Up to 4 Hours -      \$100**  
                                 **4 to 8 Hours -      \$200**

**VENDORS:** The Association must be provided with a copy of the caterer’s license and insurance (\$1,000,000 General Liability and Workers’ Compensation).

**RENTAL APPLICATION:** The resident desiring to rent the Clubhouse and Grounds shall apply in writing utilizing the Association’s Application Form. The request must be signed by a bona fide owner of VALENCIA, and adequate evidence of residency status may be requested to support the request.

**RESPONSIBILITY:** Any resident who leases the Clubhouse and Grounds is responsible for setting up and arranging the room for his/her function, which includes setting up tables and chairs and returning such property, facilities or equipment in the same condition as when rented or loaned to them.

**CANCELLATION:** Cancellation of an application may be initiated by the applicant, the Association’s Board of Directors, or the Association’s Manager and a refund will be issued.

**LIABILITY:** The liability for any personal injury and/or property damage resulting from improper or unauthorized use of the Clubhouse, or any property, facilities, or equipment by any resident or his/her guests is the responsibility of the resident applicant to whom the application is issued. The resident applicant is responsible for all guests complying with these Rules & Regulations.