

## **Gazebo Reservation Application and Guidelines**

The Towne Lake Gazebo and Commons Area (hereinafter referred to as the "Gazebo"), managed by the Towne Lake Homeowners Association (hereinafter referred to as the "Association"), is available for use for private parties/functions by all Towne Lake Homeowners (hereinafter referred to as "Members") in good standing with the Association. A member in good standing as used in these rules shall mean a resident of Towne Lake that is current on all payment of dues and assessments; and in compliance with all plat restrictions, ARC guidelines and Association By-Laws. A Member's privileges may be limited or revoked by the Towne Lake Homeowners Association Board (hereinafter referred to as the "Board") at its discretion. The Board has approved and adopted the following guidelines for the Gazebo, and said guidelines may be amended or supplemented from time to time by the Board to promote the safety and enjoyment of the Members and their guests.

Please help us in promoting a safe and clean environment by following the Gazebo guidelines:

- **1. Gazebo Reservation Availability:** The Gazebo shall be available for private functions by the Members any day from 9:00am until 10:30pm.
- 2. Reservation Policy: Reservations may be made up to 30 days in advance, and will be approved on a first-come, first-served basis. Reservations require the Member to sign these guidelines and submit a deposit. Deposit must be paid in full no less than Seven (7) days prior to the Reservation date or the Reservation may be cancelled by the Board.
- 3. Security Deposit: A Security Deposit of \$75.00 shall be required to offset any potential damage or non-compliance with the Association Rules or Reservation Contract. The Deposit will be returned, in whole or in part, when the Board has inspected the Gazebo and surrounding area, and determined if any damages have occurred and if proper clean-up was performed. If it is determined that damage occurred and/or cleaning was not performed, the Deposit shall be utilized to offset the actual costs incurred by the Association in cleaning and/or repairing damages. If the actual cost of the aforesaid exceeds the Deposit, the Association shall bill the Member who reserved the Gazebo and they shall immediately reimburse the Association for the costs. If the costs are not reimbursed within Ten (10) days of the receipt of the Bill, the Member shall be responsible for all costs of collection, including an attorney's fee incurred by the Association in enforcing any of these guidelines or collecting any unpaid amounts owed hereunder. The Member shall also be barred from further use of the Gazebo until all charges have been satisfied.
- **4. Preparation of Grounds:** The Member will be responsible for all clean-up and preparation of the area prior to and following the event. The use of nails and/or staple guns on the surface of structures is prohibited and is considered to be damaging to the wooden surfaces.

- **5. Guests:** Guests must be accompanied by a Member at all times while using the Gazebo. Members are responsible for their guests at all times. Irresponsibility in this matter by a Member could be cause for revocation of these or other privileges for the Member.
- **6. Safety:** Private use of the Gazebo is at your own risk. No attendant will be on duty. Please inspect the area for any hazardous conditions prior to the event. The Association/Board shall not be responsible for any injury sustained by a Member or their guest on the premises, or items of personal property damaged or stolen. The Member is also responsible for maintaining compliance with all City, County, and/or State laws and Codes.
- **7. Miscellaneous:** In order to ensure the rights of our Residents, the following behaviors of any Member or guest will not be tolerated:
  - a. Loud, abusive or foul language
  - b. Loud music

**Member Information** 

- c. Public intoxication
- d. Disorderly conduct
- e. Throwing of trash into the ponds

These guidelines are subject to change without notice and may be amended by the Board or Association at any time with or without notice.

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Return via mail to: P.O. Box 241234, Montgomery, AL 36124 via e-mail to: treasurer@townelakemontgomery.com

or deliver to: the Board Treasurer designated on our website - www.townelakemontgomery.com/board.htm