



Magnolia Creek H.O.A. Clubhouse/Pool

Rules & Regulations Governing the use of the Clubhouse/Pool

The Board of Directors has the right to amend these rules at any time

Please read this document carefully and in its entirety,
Return it to clubhouse office with both checks.
Office Hours: Wednesday, Friday, & Saturday
9:00am – 12:00pm

Rate Schedule is as follows:

*** NON- REFUNDABLE***

	Rental Fees	Deposit
Clubhouse Function: (No Access Outside)	H.O.A Fee \$200	\$250
Clubhouse & Outside: No Swimming *(2 Lifeguards on Duty)	H.O.A Fee \$200	\$250
Clubhouse & Pool: Swimming *(4 Lifeguards on Duty)	H.O.A Fee \$300 Pool Management Fee \$75	\$250
Pool Only: (No Access Inside) *(4 Lifeguards on Duty)	H.O.A Fee \$100 Pool Management Fee \$75	\$250

Those organizations qualifying as non-profit are allowed to use the clubhouse only as often as needed at a rate of \$50.00 and are subject to the rules contained herein relating to required cleaning after each use and recovery of damages.

Rental dates for non-profits are Monday-Thursday ONLY

***Lifeguards must be present if the outdoor area or pool is used.**

Lifeguards are an additional fee that is to be paid by the resident in check form at the time the contract is turned in. Lifeguards are \$20/hr for each lifeguard. The check will have the total amount for both lifeguards.

Checks for Lifeguards & Pool are to be made out to:

Bill Cole & Associates

All checks made must be written by a Magnolia Creek Resident

The Following Rules Apply to ALL Clubhouse Applicants

1. Any applicant must be a member in good standing with the Magnolia Creek H.O.A. All fees must be current.
2. The clubhouse may be reserved with a notice of at least (10) working days, and reservations are made on a first come first serve basis except for association functions or meetings.

Residents may put an available date on hold for 7 days. During these seven days, the rental contract, rental fees, and deposit must be turned in. If these are not received within seven days, the date will be taken off hold and made available to another resident.

3. If the **POOL** is also rented, the lifeguard rate/ratio will be determined by the pool contractor. The guards must be hired through the pool contractor only. The cost of the lifeguards is the responsibility of the resident.

NOTE: Pool & pool area can only be rented during the hours that the pool is closed to the rest of Magnolia Creek residents.

***See the rate schedule for rental fees and deposit amounts. If the pool is rented in conjunction with the clubhouse proper attire is required inside the clubhouse. No wet swimsuits on or around the clubhouse furniture and footwear should be worn at all times.**

4. Alcohol:

Alcohol is NOT permitted at any time for a community wide function.

Alcohol will NOT be permitted is if the pool itself will be rented with people swimming.
5. Any “Recognized Subdivision Group” whose total membership is comprised of Magnolia Creek residents is eligible for clubhouse rental and is eligible for a waived or reduced fee depending on the type and length of the rental. NOTE: The Board of Directors shall make the determination whether and organization is considered a “Recognized Subdivision Group” for the purpose of waiving and/or reducing the rental fee. The decision of the board is final and binding.
6. All events must end by MIDNIGHT and a member of the Magnolia Creek HOA must be present at ALL times.
7. Noise must be kept at a level as not to disturb nearby residents. Speakers and DJ’s are allowed only inside the clubhouse.
8. Youth groups may use the clubhouse providing that an adult makes the reservation and fills out all information. Adult must be a resident, and must be present at the full length of the function, and will be responsible for adherence to all rules and regulations.
9. Teenager/Young adult functions having persons under the age of twenty-one (21) must have one adult chaperon for every ten (10) in attendance.
10. A uniformed security guard is required for:

Teenage/Young adult functions when over thirty (30) persons are in attendance.

NOTE: A uniformed security guard is defined as an individual commissioned by the state of Texas as a peace officer and having jurisdiction in Galveston or Harris County.

11. Smoking within the clubhouse is prohibited at all times, and applicants assume full responsibility for any violation of this regulation.

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12. No pets or animals are allowed inside the clubhouse/pool.

13. Cleaning/Damage Policy:

→ Applicant hereby agrees to be responsible for cleaning up the clubhouse, including the kitchen, clubhouse, restrooms, and outdoor area immediately following the activity, and thereby leaving the property clean. Hence, the clubhouse must be swept, mopped (if needed), vacuumed, trash cans in kitchen emptied, and all liter and debris must be removed from the premises.

*If the clubhouse is cleaned well and back to its original state, the deposit will be given back the following day after a post-walkthrough has been done. **NOTE:** Residents will have the opportunity to meet back up at the clubhouse the morning after the party at 10:00AM.

*If damage occurs or if the clubhouse is not cleaned, as set forth in item #13 (above), the cost of such cleaning and repair will be deducted from the security deposit.

*If the cost of clean-up and repair to the **Magnolia Creek HOA** exceeds the amount of the deposit, the **applicant** agrees to pay the additional cost for said repairs and cleaning.

14. Decoration Policy:

Any decoration used during the rental period must be temporary in nature and must not mar the building surfaces. Scotch tape is allowed on walls if done reasonably and applied temporarily.

The use of harder tape, nails, staples, or tacks on the walls will result in a portion of the deposit being withheld.

15. All keys (if given) are to be returned to the office the following morning by 10:00AM. Failure to comply will result in forfeiture of your deposit.

16. Lights and Doors: Before leaving for the night **all** lights must be turned off, and **all** doors must be locked up leading into the clubhouse.

17. Applicant hereby agrees not to use, occupy or permit the use or occupancy of the clubhouse for any purpose which is directly or indirectly forbidden by law, ordinance, order and governmental and municipal regulations which may be dangerous to life, limb or property. In particular, the applicant must adhere to all state and liquor laws.

18. Applicant hereby agrees to indemnify and save the Association harmless from all claims of injury including death to persons or from damage to property which arises from any act or omission by the applicants, its guest and invites, or any third party where acts of omissions occur while the permission is in effect in or about the subject premises including cost and expenses of defending against any such claims regardless of any negligence, in whole or part of the association. Applicant (resident or organization) must provide copy of insurance policy to confirm liability coverage.

19 Applicant agrees to use and occupy the subject premises and all areas appertaining thereto, at its own risk and hereby releases Magnolia Creek HOA, its Directors, Officers, agents and employees from all claims of any damage, theft of injury to persons including death or property damage regardless of any negligence, in whole or part on the part on the part of the association.

20. Please note that **Magnolia Creek** Partners, LP as the master developer of **Magnolia Creek's** Restrictive Covenants reserves the right to use the clubhouse and pool for its own marketing and development activities, in its sole discretion. Such master developer is exempt from the payment of any fees for such use and is further exempt from any rules when conducting such activities. Similarly, the Board of Directors of the **Magnolia Creek** Homeowners Association, Inc. also reserve the right to use the clubhouse and pool for their respective activities, being exempt from the payment of any fees and being exempt from any rules.

Application Signature

All information must be provided by a **RESIDENT**

Contract was completed on: Date_____

Signature:_____ Printed Name:_____

Address:_____

Phone:_____

Type of Event:_____ Duration:_____

Times:_____ # of Guest:_____

Magnolia Creek H.O.A

CLUBHOUSE WALK-THROUGH

	Pre-Rental Condition		Post-Rental Condition	
	Date		Date	
MAIN AREA	CLEAN	DIRTY	CLEAN	DIRTY
FLOORS				
WALLS				
CEILING				
LIGHT FIXTURES				
TABLES/CHAIRS				
KITCHEN AREA				
FLOORS				
COUNTER TOPS				
SINKS				
RESTROOMS				
SINKS				
TIOLETS				
FLOORS				
MIRRORS				
OUTSIDE AREA				
PATIO				
TABLES				
TRASH				

Walk-through #1 – Pre-Rental Condition

Applicant Signature

Clubhouse Agent Signature

Walk-through #2- Post-Rental Condition

Applicant Signature

Clubhouse Agent Signature