

Carolina Gardens

RULES AND REGULATIONS

Version 1.0
August, 2020

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Carolina Gardens by Del Webb

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INTRODUCTION

The facilities and programs at Carolina Gardens were developed by Carolina Gardens Homeowners Association, Inc. (the “Association”) specifically for our residents (also called members) and their guests.

These operating rules and regulations serve as an integral part of the policies included in the Association’s Governing Documents (as that term is defined in the Carolina Gardens Declaration). As such, the attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every homeowner. We appreciate your support in our endeavor to provide a safe and desirable environment for all of our residents to enjoy the numerous benefits of living in a Del Webb community.

CHAPTER ONE

MEMBERSHIP & VOTING

1.1 Membership & Voting:

- A. The authority granted to the Homeowners’ Association, Inc. Board of Directors (HOA Board) to make and enforce such Rules and Regulations is provided in Section 6.01 of the Bylaws and further provided in Section 4.3 of the Declaration.
- B. The right of the Association to regulate use of the common areas and any recreational facilities is vested in the Association’s HOA Board, including without limitation the ability to restrict the use of such areas and facilities. Such decisions are made at the sole discretion of the HOA Board in its exercise of reasonable business judgment.
- C. The HOA Board and the Association’s Covenants Committee will assess fines and adopt a fee schedule for violations of the rules and regulations. The HOA Board may also impose additional penalties in conjunction with fines.

CHAPTER TWO

GENERAL USE POLICIES/FACILITIES

- 2.1 Use of Facilities and Assumption of Risk: All use of the Carolina Gardens facilities and all participation in Carolina Gardens programs is purely voluntary. Correspondingly, the recreational nature of all activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a member or guest is, therefore, interpreted as tacit acknowledgement and acceptance of the inherent risks.
- A. The Association strives to consistently maintain its facilities in the highest quality condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, members and guests should immediately contact the Community Association Manager for assistance.
 - B. Unless negligence on the part of the Association is confirmed, the Association is not liable for personal injury or inconvenience sustained during the use of any Carolina Gardens facilities or programs.
- 2.2 Conduct of Members and Discipline:
- A. General Rule of Courtesy - All members are expected to abide by the Governing Documents and these rules, and to conduct themselves in a courteous and respectful manner at all times towards all people (Association Employees, Board Members, Other Homeowners, Guests, Vendors, Visitors, etc.). Actions that jeopardize or otherwise interfere with the rights and privileges of others, including without limitation the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated.
 - B. Interference with Employees - Any inattention to duty, or discourtesy on the part of an Association employee should be immediately reported to the Community Association Manager who, in turn, should report it to the HOA Board. However, under no circumstance will members or guests interfere with, attempt to discipline, or otherwise direct an Association employee in the course of Association business.
 - C. Safety Is Paramount - Any member or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave by a Community Association Management team member. Any complaint relating to a Community Association Manager's decision may be later appealed to the HOA Board. However, until such appeal is heard, the Community Association Manager's decision stands. Arguing, being abusive, or otherwise challenging the Community Association Manager may result in disciplinary action.

- D. Guests - Conduct of guest(s) remains the responsibility of the sponsoring member.
- E. Rule Infractions - Members charged with rule violations will be asked to appear at a disciplinary hearing before the Association's Covenants Committee and/or the HOA Board to explain and justify their actions. If the HOA Board determines that a rule was violated in a willful or otherwise deliberate manner, the HOA Board will impose penalties including suspension of facility privileges.

2.3 Dress Code:

- A. Proper dress is required in all facilities at all times. For specific facilities and locations in Carolina Gardens the HOA Board may opt to designate specific attire requirements.
- B. Appropriate casual attire for men includes footwear, shirts and pants or shorts. For women, footwear, dresses or blouses or shirts and pants or skirts or shorts are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear.

- 2.4 No Smoking Policy: The Association provides a smoke-free/vaping-free environment for its members and guests and all buildings and common areas are designated as non-smoking areas.

CHAPTER THREE

MEMBERSHIP CARD, FEES, AND GUESTS

3.1 Member Identification Cards (Photo IDs)

- A. Section 2.2 of the Declaration provides that owners of lots occupied by an age-qualified* occupant is entitled to receive up to two (2) Identification Cards for use by the qualified occupants.
- B. Identification Cards will be issued at the Clubhouse reception desk once verification is provided that the lot continues to be occupied by an age-qualified* occupant and that all assessments and other charges pertaining to the lot have been paid to the Association. Only members who possess and present valid Identification Cards, as further defined, are entitled to use the recreational facilities. Unauthorized use of Identification Cards or use of false information in obtaining Identification Cards will result in fines, loss of membership privileges or other enforceable action.
- C. All Identification Cards must contain the cardholder's photograph, either on the

card or stored electronically. One additional Identification Card may be purchased for other residents nineteen (19) years of age or older permanently residing with an age-qualified* occupant. Rates for the additional Identification Card will be set by the HOA Board, and may be adjusted from time to time, and may be purchased at the Clubhouse reception desk. Students temporarily residing in the community such as spring break, summer or an off semester and/or vacationing persons not residing permanently in the residence will not be eligible for additional Identification Cards and will be considered guests. Guests must be accompanied by an age-qualified* member when entering facilities not intended for public use. Members may acquire Guest passes as outlined in Section 3.2 below.

* “age-qualified” is defined in the Covenants.

3.2 Guest Identification Passes (Guest Passes)

- A. Each household is eligible to receive twenty-five (25) Guest Passes annually. Guest Passes are available at the Clubhouse reception desk. A maximum of four (4) guests per household are permitted at any given time and restricted hours for guest use will apply in some areas.
- B. Only age-qualified* members may have guests at the amenity center.
- C. Unaccompanied guests are not permitted to use any of the amenities, with the exception of those visiting as the developer’s guest, if applicable.

* “age-qualified” is defined in the Covenants

3.3 Renter's Identification Cards (Renter’s Card):

- A. Section 2.5 of the Declaration provides that any owner who leases or otherwise transfers occupancy of his or her lot to an age-qualified person(s) shall be deemed to have assigned his or her rights to its/their Identification Card(s) to the renter of such lot provided the following circumstances apply:
 - 1. The member (lessor) must be current and in good standing with the Association. The renter (lessee) must not be the subject of any disciplinary action of the Association.
 - 2. The member (lessor) or renter (lessee) must deliver to the Association a copy of the signed lease agreement and pay to the Association any security deposit as set by the HOA board, which may be adjusted from time to time.
 - 3. Any member (lessor) delegating membership privileges to a renter (lessee), must relinquish its/their Identification Cards prior to the issuance of a Renter’s Card. The member’s(s’) Identification Card(s) will be retained by the Community Association Manager for the term of the lease.

4. An additional, nonrefundable processing fee may be charged for issuance of Renter's Cards, as set by the HOA Board, and may be adjusted by the HOA Board from time to time.
5. Renters (lessees) presenting valid Renter's Cards shall have all privileges associated with membership, except the right to vote in Association affairs.
6. Renters' Cards will be revoked at such time as the renter (lessee) no longer resides in the community and/or upon termination of the lease agreement. Assessment bills will be mailed to the member (lessor) of record.
7. Renters (lessees) must return all Renter and Guest Cards upon termination of lease agreement.

3.4 Temporary Identification Cards: The Declarant may issue Temporary Identification Cards or Passes to persons who have signed binding contracts to purchase a lot in Carolina Gardens subject to policies as the HOA Board may determine. The following rules are applicable to Temporary Identification Cards:

- A. Each person who has made a down payment on a lot may, for a monthly charge, receive one Temporary Identification Card valid for the time projected until the date of closing on the lot. Payment of this fee is required in full at the time of issuance of the Temporary Identification Card.
- B. Temporary Identification Cards will expire upon the earlier of the close of escrow on the lot or termination of the purchase contract.
- C. Temporary Identification Cards do not entitle the holder to any Guest Cards.

3.5 Developer Guests: Special provisions have been made for the Declarant, which permit use of Association recreation facilities by potential customers of the Declarant, subject to established charges for such use. Guests of the Declarant will be appropriately identified and will adhere to all membership rules and regulations.

3.6 Identification Card Rules:

- A. Identification Cards will be issued to each qualified member. Members must have their Identification Cards when entering recreation facilities.
- B. Guests entering the fitness center, or any staff-supervised activity must report to the front reception desk to sign in and receive a guest pass. Guests entering unsupervised recreational facilities must be (a) prepared to offer a valid Guest Pass, (b) accompanied by an age-qualified member, and (c) meet the guest requirements established by the managing club or activity.
- C. The Association may require presentation of valid Identification Cards at entrances of recreation facilities.

- D. The Association may conduct random checks for Identification Cards to ensure compliance with card policy.
- E. Members may register for various activities and classes upon presentation of a valid Identification Card.

CHAPTER FOUR

GENERAL FACILITY OPERATING RULES

4.1 Announcement and Scrolling Message Boards (Boards):

- A. Only Association activities, Association-approved activities or Declarant-sponsored activities may be advertised on the Boards.
- B. Religious writing or literature may not be posted on Boards.
- B. Commercial solicitation of any nature may not be placed on Boards.
- C. The Lifestyle Director or Community Association Manager must approve all announcements before they are posted on the Boards.
- D. All announcements must meet the Board posting standards as determined by the Lifestyle Director. As of the date of this publication, the posting standards limit posting size to 24 x 36 inches and posting duration to a maximum of sixty (60) days, but the Lifestyle Director may amend the posting standards from time to time.
- F. Chartered Clubs may not post more than one announcement on the Boards at any given time.
- G. No posters, easels, or freestanding advertisements will be permitted in the clubhouse facilities unless approved by the Lifestyle Director or Community Manager.

4.2 Community Relations:

- A. Association's HOA Board and Committees - Any meeting of the Association's HOA Board, as well as all delegated committees (standing or ad hoc) of the HOA Board, shall have priority over all other activities. These meetings will be posted and otherwise announced to members as appropriate.
- B. Lifestyle Events – The Lifestyle Director will schedule all events sponsored by the Association (e.g. holiday events and other functions coordinated by the Lifestyle Director).

- C. Chartered Club Meetings - All regularly scheduled meetings of Chartered Clubs will be coordinated through the Lifestyle department. Any deviation from the regular schedule must be pre-approved by the Lifestyle Director before rescheduling may occur. Any scheduled Chartered Club regular meeting will take precedence over another club's special event.
- D. Non-chartered Clubs - Any non-chartered clubs may request meeting space within the clubhouse facilities provided their activities are in part made up of Carolina Gardens members. Any non-chartered club's request for space shall be subject to approval by the Lifestyle Director. Non-chartered club events will be scheduled by the Lifestyle Director upon approval of a facility reservation contract for the use of Clubhouse facilities.
- E. Outside events will be allowed on a limited basis and should generally support the Lifestyle of the community. Arrangements must be made through the Lifestyle Director.
- F. Private Events – Members may reserve select recreation facilities for a private event, after getting the approval of the Lifestyle Director and signing a reservation contract. The reservation contract and deposit payment locks in the room use. Private functions may be prohibited if, in the judgment of the Lifestyle Director, such events would detract from the enjoyment of Clubhouse facilities by the general membership. Children's parties are prohibited.
- G. Unscheduled Activities - Unscheduled activities for residents, if approved by the Lifestyle Director, may take place in the Clubhouse facilities provided that such space is not already reserved.
- H. All rooms may be used by the general members of the HOA. The Community Manager or Lifestyle Director may reserve space specifically for general membership use.

4.4 Clubhouse room use:

- A. Moveable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various setup arrangements can be obtained from facilities management. Audiovisual equipment and individual room sound controls may be provided upon request.
- B. Rooms may be decorated for reserved events in good taste, but only with the advance approval of the Lifestyle Director. Under no circumstances will decorations be allowed that mar or otherwise alter the interior décor of the facility. Decorations shall be removed at the conclusion of the applicable reservation.
- C. Entertainment groups may be contracted by the Association, or by a sponsoring group approved by the Association. Due to sound system and electrical requirements, close coordination is required with the property management team. If professional film, script, production, or sound type entertainment is provided, close

coordination is required with the Lifestyle Director to ensure that proper licensing and/or royalty fees have been accommodated or waived.

- D. Outside events will be allowed on a limited basis and should generally support the Lifestyle of the community. Arrangements must be made through the Lifestyle Director.

4.5 Alcohol: The North Carolina Alcoholic Beverage Control (“ABC”) Commission regulates and controls the manufacture, distribution, advertisement, sale, possession and consumption of alcoholic beverages in North Carolina.

- A. Excluding “bring your own bottle” (BYOB) situations and approved Club events, alcohol may only be provided by a catering establishment with the appropriate ABC licenses.
- B. A copy of the catering establishment’s ABC licenses and approval from the Lifestyle Director is required prior to filling out the room reservation forms.
- C. The event sponsor shall remain responsible for the conduct and propriety of the event.

4.6 Fitness Centers in General:

- A. Operational responsibility for all fitness center areas, including the swimming pools and spa, rests with the Community Manager. The Community Manager may appoint Facility Monitors to oversee fitness center policies and rules. Maintenance of the fitness center facilities rests with the Maintenance staff. Designated fitness specialists, who are qualified fitness instructors, will be made available to provide instruction on the use of fitness equipment and programs, and counseling on personal and group fitness regimens. Facility Monitors should be trained in basic CPR, but they should not be viewed as fitness specialists or lifeguards or as being able to provide a qualified level of fitness or aquatic program supervision.
- B. Some programs and services will be made available to residents at no cost, while a reasonable fee, may be assessed for participation and/or equipment (when applicable) in others.
- C. Locker rooms and showers are provided for use and enjoyment of residents and guests. Lockers are available on a first come, first serve basis and keys will be provided upon check in at the front desk. All locker and shower facilities are accessible for the physically challenged. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user.
- D. In fitness center, exercise rooms and locker/shower areas, food or beverages are not permitted with the exception of water in non-breakable bottles.

- E. Towels are not provided and are the responsibility of the member/guest.
- F. All users are expected to comply with posted rules and verbal instruction from the staff.
- G. Hours of the fitness center will be the same as the operating hours of Amenity Center. Hours may be adjusted to accommodate circuit or fitness classes as determined by Association staff.
- H. Prior to using the Exercise Equipment Room, or engaging in any form of fitness program, individuals should consult a physician.
- I. All users are expected to observe the posted rules concerning proper and safe use.
- J. Special minimum age requirements for the use of specific areas may be posted.

4.7 Fitness Center/Exercise Equipment Room:

- A. The Exercise Equipment Room is intended to promote low-to-medium-range strength, muscle toning and cardiovascular exercise. Individualized programs may also be developed for personal fitness needs through the fitness specialist and/or personnel. Group fitness classes (circuit classes) may also be offered.
- B. Prior to using the Exercise Equipment Room, members and guests must attend a basic fitness orientation and training program for the proper and safe use of exercise equipment. Training classes are scheduled on a regular basis for the convenience of members.
- D. The equipment in these areas is designed for strength and cardiovascular training.
- E. Children and guests under the age of nineteen (19) are restricted from use of the Exercise Equipment Room.
- F. Appropriate fitness apparel is required. Sandals, shower clogs or other similar items and street shoes are not acceptable fitness footwear.
- G. Due to high demand from members, some equipment may be subject to time limits on use. If there are no individuals waiting to use one of these items, individuals may continue their workout beyond the established time limit. Association management reserves the right to impose a reservation system on equipment.
- H. Following use, equipment should be wiped down. All portable equipment (dumbbells, exercise mats, etc.) should be returned to their proper storage locations.

- I. Audio and television systems are provided for the convenience and enjoyment of members and guests. Programs will be tuned to satisfy the interests of the majority, but the final decision rests with the Lifestyle Director or Community Manager. Portable radios are permitted, but only with earphones.

4.8 Aerobic Dance/Flex Space:

- A. The Aerobic Dance/Flex Space is intended to promote low-to-medium-impact aerobic exercise, aerobic dance, and stretching programs. Due to the nature of these programs, preference is given to group lessons and group instructional programs. Individuals may use this facility in a self-directed manner only when group programs are not scheduled.
- B. Children and guests under the age of nineteen (19) are restricted from use of Aerobic Dance/Flex Space.

4.9 Swimming Pool & Spa:

A. General Rules:

1. Pool hours will vary based on seasonal demands and Wake County permit periods. Specific operating hours will be posted and published.
2. Children in diapers or under the age of 4 are not permitted in the pool at any time. Such children only are permitted in the deck areas of the pool under adult supervision, and as long as they do not disturb members and guests. Children 4 years and older and who are potty trained may only swim during children's swim hours, as periodically designated by the HOA Board, and they must have age-qualified resident adult supervision. Members choosing to swim during the specified children's hours should be sensitive to the nature of youth activity and the presence of children in the pool environment.
3. Children's pool hours: Monday – Sunday 4:00 PM – 6:00 PM
4. Portable radios are not allowed around or in the pool but may be used on the deck and lounge areas with earphones.

B. Sanitation

1. Chemicals are used in the pool and spa to ensure a sanitary and safe water environment and conditions will be tested and documented on a regular basis. If unacceptable conditions occur, facilities management reserves the right to close the facility at any time to preserve the health and wellbeing of members and guests.
2. Showers must be taken before entering the pool. If using sun oils or lotions showers must be taken prior to each entry into the pool.

3. Food and canned nonalcoholic beverages may be used only in areas where tables and trash receptacles have been provided. Food or beverages are not permitted in the pool or on the surrounding deck apron. No glass containers of any kind are permitted.
4. Swimsuits are required. Cutoffs or other forms of street clothes are not acceptable.

C. Safety:

1. Lifeguards are not provided, and facilities are designated as "Swim At Your Own Risk". Life buoys and "shepherd's crooks" are available at poolside for emergency use only.
2. Due to the heavy patron traffic expected, as well as the decorum desired for the pools and spa, toys/games of any nature are not permitted. Inflatable devices are not permitted during heavy pool use. Specific exemptions may be granted for participants of water aerobics programs, workout swimmers, and water volleyball play time. If medical conditions warrant, exemptions may also be granted when the need is certified in writing by medical authority, approved by the Lifestyle Director and filed with the Community Manager. Small children in the pool, under the direct supervision of an age-qualified resident adult and only during times permitted for use by children of its age group, may wear inflatable arm devices as precautionary safety measures.
3. Alcoholic beverages are not permitted during normal operations but may be authorized by the HOA Board or Lifestyle Director during special events, provided the same is in compliance with applicable law. In no instance will alcoholic (or nonalcoholic) beverages be allowed in the pools or spa.
4. Running or other boisterous behavior is not permitted.
5. If lightning is observed in the local area, residents and guests should vacate all pool areas and adjacent deck areas until a safe environment is restored.
6. Lane dividers are used as a safety measure to separate lap swimmers from other pool users, properly guide the lap swimmer, and preclude injury from interference outside the lanes. Disturbing the lane markers in any way is not permitted.

D. Association and Group Pool Events

1. The Lifestyle Director is responsible for approving requests for association and club pool events. Once approved, the dates and times of such events will be publicized well in advance.
2. The Lifestyle Director may authorize times for physically challenged groups or

those desiring instructed aquatic exercise. In all cases, these times will be posted.

3. Special devices for the physically challenged, such as entry/exit lift is self-serve and may be used at the discretion of the member/guest.
4. Unless a group activity has been authorized, a minimum of one lane will be separated by floating lane dividers and used for lap swimming. If lap swimmers are waiting, lap lanes are not to be used for walking, or other non-swim activity. When both lanes are occupied, lanes will be shared, and individuals will swim to the right. If lanes are fully occupied, and individuals are waiting to swim, time of use will be limited to forty-five (45) minutes.

4.10 Spa:

- A. Swim suits are required. Cutoffs or other forms of street clothes are not acceptable. Showers must be taken before entering the spas.
- B. Children under the age of nineteen (19) are not permitted in the spa.
- C. Swimming in the spa is not permitted, and vigorous exercise should be avoided. Spa water is maintained in an approximate temperature range of 102-104 degrees Fahrenheit and is intended to relax muscles. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.
- D. While the time limit for use of the spa may vary from one member to another, fifteen (15) minutes is generally considered to be sufficient for muscle relaxation and general enjoyment. When exiting the spa, do so very slowly and carefully, using the steps and handrails.
- E. Individuals with hypertension, heart conditions, or those on medication for any reason should not use the spa without first consulting a physician. Individuals who have recently consumed alcoholic beverages should avoid using the spa altogether.
- F. Food or beverages are not permitted in or around the spa.

4.11 Multi-Purpose Rooms:

- A. Multi-Purpose Rooms may be reserved through the Lifestyle Director or Lifestyle Director's designee. Rooms will generally be provided at no fee to Chartered Clubs and Association special events (see Section 4.3). As the membership population grows, the Homeowner HOA may set reasonable limits on the number of times facilities may be booked on a complimentary basis, which may be modified from time to time. The Homeowner HOA may establish fees for reserved use of facilities.

4.12 Varsity Room:

- A. Unless closed by the Association or Lifestyle Director for maintenance purposes, club or lifestyle events, the Varsity room will be open daily during the operating hours of Amenity Center.
- B. For both the safety of individuals and the protection of equipment, sitting on the billiard table is not permitted. The use of a bridge is an acceptable option for billiards; all other shots require that one foot remain on the floor. For the further protection of the tables, masse' shots are not permitted (shooting straight down on the ball).
- C. Billiard balls and cue sticks must remain in the room and be returned to their original locations when play is completed.
- D. As long as individuals are waiting to play, table time is limited to 3 games.
- E. Food or beverages are not permitted on billiard table.
- E. Children under 19 years of age are not permitted to use the Billiard table.
- F. Additional rules on the use of the Varsity room may be posted.

4.13 Kitchen:

- A. Kitchen responsibilities for all Clubs and private party rentals:
 - 1. Kitchen must be left clean and in good order.
 - 2. Report any problems to the clubhouse reception desk. All problems should be documented on a comment/suggestion form.
- B. Refrigerator usage:
 - 1. All refrigerator and freezer units are in proper working order. Report any problems to the clubhouse front desk.
 - 2. While you are hosting your event, you may use the refrigerator and/or freezer units, but they must be emptied out at the end of the event. Please restore shelving to the original placement.
 - 3. Failure to empty contents of refrigerator and/or freezer units may incur a charge to club for having maintenance take care of your duties.
- C. Stove, Ovens and Microwave:
 - 1. All stove, ovens and microwave are in proper working order. Report any problems to the clubhouse front desk.

2. Remember to turn ovens and burners off after you are done.
 3. Stove top must be cleaned.
 4. If you spilled food in the ovens, report to clubhouse front desk for directions.
- D. Dishwasher:
1. Dishwasher is in working order. Report any problems to the Front desk.
 2. If you plan to use the dishwasher you must load it, fill it with soap, and run it before you leave your event. Let the clubhouse front desk know so it can be unloaded the next day.
- E. Sinks and Counters:
1. Sinks and Counters are in good condition and the sink is in working order. If you see anything out of the ordinary, please report it to the clubhouse front desk.
 2. Sinks and Counters must be cleaned after your event is finished.
 3. Wipe out all dirt and garbage from sink and clean out of any food debris in drain.
 4. All counters must be cleaned and wiped down with counter cleaner after use.
- F. Cabinets:
1. Wipe down any cabinets where you may have spilled food or beverage.
- G. Garbage and Recycle:
1. All garbage and recyclables must be put in the appropriate receptacles that are provided in the kitchen area.
 2. All garbage and recyclables must be carried outside to dumpster.
 3. Please only place glass/plastic bottles and cans in the recycle bin. Do not throw garbage in recycle bins.
- H. Pots/Pans/Items In Cabinets:
1. If you use any items in the cabinets; e.g., utensils, pots, pans, etc. you are responsible to wash them and return them to their proper place.
- I. Floor:

1. If you spill anything on the floors you must clean up all spills. If you need a broom or mop check with the Front desk for availability.

J. Cleaning Supplies:

1. Cleaning cabinet will have supplies: dishwasher detergent, dishwashing soap, gloves, and counter cleaner.

4.14 Bar Area:

- A. The bar area may be used during club activities and special events. No alcohol shall be stored in the bar area or refrigerator except on a temporary basis while using the area. The North Carolina Alcoholic Beverage (ABC) Commission regulates and controls alcoholic beverages in North Carolina.

Please Note:

All cost for excessive cleaning, trash removal or damage, occurring during or in relationship to any function will be the responsibility of the individual or club making the reservation and will be charged accordingly.

The Community Manager may remove items from the building, up to and including food, drink, alcohol, clothing items, etc.

CHAPTER FIVE

OUTDOOR AND NATURAL AREAS

5.1 Outdoor Areas:

- A. There are various outdoor areas throughout Carolina Gardens that can be used for self-directed or passive recreation activities; e.g., walking trails, pocket parks and open areas adjacent to Association facilities. All areas are unsupervised, and caution should be exercised when using them.

5.2 Enjoyment and Protection of Wildlife:

- A. The lakes, ponds, streams and other bodies of water within Carolina Gardens are provided for primarily aesthetic purposes and storm water management. Certain areas are designated as wetlands or migration and preservation areas and are restricted as to use by covenants approved by the U.S. Army Corps of Engineers.

5.3 Hunting:

- A. Hunting and the discharge of firearms are strictly prohibited.

5.4 Bocce Court:

- A. Outdoor bocce court is available for recreational use. Operational responsibility for

the bocce court rests with the Lifestyle Director and Community Manager, who are tasked with overseeing related policies and rules. Maintenance of the bocce court rests with the Association's Community Manager.

- B. Bocce court will be open daily from 6:00 am until 9:00 pm, weather permitting. Use will be allowed on a first-come-first-serve basis. As participation levels increase within Carolina Gardens, additional rules and restrictions on duration of play, reservations or other topics may be created.
- C. Upper and lower body garments must be worn at all times and soft soled shoes are recommended.
- D. Dedicated time for bocce ball play may be granted to the Bocce Chartered Club. Open playtime will otherwise apply but will be suspended during the periods designated for the Chartered Club.
- E. An age-qualified resident adult must accompany children under the age of nineteen (19).
- F. Care and replacement of equipment is the responsibility of the users.
- G. When playing bocce, individuals should walk back and forth on the concrete walkways, rather than on the carpeted play surface.

5.5 Tennis Court and Pickleball Courts:

- A. Outdoor tennis court and pickleball courts are available for recreational use and operational responsibility rests with the Lifestyle Director. Maintenance of the tennis courts rests with the Association's Community Manager and Maintenance staff.
- B. Appropriate tennis/pickleball apparel is required as defined by Community Management. Hard-soled footwear or street shoes are not allowed. Also shoes with basketball type deeply grooved soles are not allowed
- C. All members must have their Identification Card with them while using the courts (and likewise for renters with Renter's Cards and those with Temporary Identification Cards). Guests of residents or renters must pre-register at the clubhouse front desk and wear their guest wristbands while using the courts.
- D. Courts will be open daily from 6:00 am to 9:00 pm, subject to weather and maintenance requirements. Lights are available for nighttime play until 9:00 pm daily.
- E. When the Association provides tennis or pickleball lessons, they will be open to the entire Carolina Gardens community and a fee may be charged. Individuals or Chartered Clubs may arrange other lessons on their own time and at their own expense.

- F. All players play at their own risk. If players encounter excessive water or debris on the courts, they should not begin play, and should notify the Community Manager or Maintenance staff.
- G. An age-qualified resident adult must accompany children under the age of nineteen (19).
- H. Court users are expected to clean off their shoes before entering Amenity Center.

5.6 Dog Park:

- A. Use of the dog park is at your own risk.
- B. Dogs using the park must have a current license and rabies tag on their collar.
- C. Dogs are not allowed into the park that are younger than three (3) months, in heat, sick, or aggressive.
- D. Owners are responsible for any damage or injury caused by their dogs while in the park.
- E. No prong or spike collars allowed.
- F. Owners are required to clean up after their dogs, inside and outside the fenced area.
- G. No other animals are allowed inside the dog park fenced area.
- H. Dogs must be under voice or leash control of their owners at all times
- I. Any dog behaving aggressively must be immediately controlled or removed from the park.
- J. No more than three (3) dogs per person at any one time
- K. Children under twelve (12) years of age must be supervised by an adult.
- L. People not with a dog or with a dog owner should remain outside the fenced dog park area.
- M. Dog food in bowls, long-lasting chews, and glass containers are not allowed within the fenced dog park area.
- N. Owners must repair holes or disturbed areas created by their dogs.
- O. Dog bites must be reported to the Wake County Animal Control (919-212-7387).
- P. Dog park users must immediately leave the fenced dog park area when requested to do so by the Community Manager or law enforcement personnel.
- Q. Professional dog trainers may not use the park to conduct their business unless it is

by invitation of the Lifestyle Director for an Association sponsored event.

- R. Bicycles, rollerblades, skates, skateboards, and strollers are prohibited within the fenced dog park area.
- S. All Wake County and North Carolina animal ordinances apply within the dog park

5.8 Community Garden

- A. The community garden plot program is managed by the staff of the Carolina Gardens Management office.
- B. Use of the community gardens are for residents in good standing with the Carolina Gardens Homeowner's Association.
- C. Garden plots are limited to one per street address and are assigned based on a lottery drawing held December – January of each year.
- D. The management office will maintain a wait list in the order requests were received when demand exceeds the number of available plots. The wait list will carry over from year to year.
- E. Garden plot users are required to contact the Carolina Gardens Association office if they will not continue to maintain their garden plot.
- F. The Carolina Gardens HOA reserves the right to inspect any and all garden plots at any time throughout the year. Association staff reserves the right to evict, cancel or terminate use of the community garden, without notice, and require user, his/her guests and invitees to vacate the premises if there is any breach of the rules and regulations of the Community Garden, any violation of Federal, State or local law, or damage to the property.
- G. Garden plots may not become overgrown at any time and weeds may not reach twenty-four (24) inches in height. Garden Plot users must perform weed control in their plot throughout the year.
- H. Garden plot users shall ensure that all fencing, irrigation materials, tools and plants are confined within the boundaries of their garden plot.
- I. Gardening supplies (i.e. wood chips, leaves, manure) may not be placed in any other location except the users own garden plot.
- J. Spreading of leaves, woodchips, carpet, or other materials on the shared paths is not permitted.
- K. Plants may not exceed six (6) feet in height.

- L. Structures must not exceed four (4) feet in height.
- M. Trash cans provided by the Association may not be used to dispose of organic material.
- N. All weeds, sod, soil, grass and other plant debris must be placed in the compost bins provided or removed from the Community Garden area.
- O. Compost bins are located at the garden plot area but are not to be used for disposal of wood or lumber, weed cloth, plastic, wire, or any other non-organic gardening materials. Such materials are to be placed in the trash cans provided, or if the trash cans are full, must be removed from the garden and disposed of properly and may NOT be dumped on vacant lots, in wooded areas, etc.
- P. Residents are not permitted to place yard debris from their private property in the compost bins.
- Q. Garden plot users agree to maintaining their plot using only fertilizers of organic origin such as compost, manure, green manure and bone meal. Users also agree to use biological pest control to include mixing crops and fostering of insect predators. All garden plot users agree to use naturally occurring substances and prohibiting synthetic substances.
- R. The use of poison rodent control is strictly prohibited.
- S. Water, if provided, is a convenience. Garden plot users are responsible for water for their own plot and may need to bring the water needed to the plot.
- T. Only legal plant species may be grown in garden plots.
- U. Use of the Community Garden and garden plots are at your own risk. The Carolina Gardens Homeowner's Association, Board of Directors, or Management Company shall not be liable for any bodily injury, death, or loss or damage to any personal property of the community garden users, or their guests. Community Garden users and their guests agree to indemnify, reimburse and hold the Carolina Gardens Homeowner's Association, Board of Directors and Management Company harmless against any claims arising out of the use of the Community Garden, including any and all claims or damage to persons or property.

Appendix I

Facility Use Guidelines

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Carolina Gardens Amenity Center Facility Use Guidelines

A. General:

1. Operational responsibility for Amenity Center rests with the Property Manager. Scheduling and use for special events rest with the Lifestyle Director. Operating hours for all activities coincide with those of Amenity Center, exceptions to be at the discretion of the Lifestyle Director, Property Manager and Board.
2. Set-ups, take-down and moving of tables and chairs may
 - i. be accomplished by the resident under the supervision of the Lifestyle Director or Property Manager or
 - ii. be handled by maintenance staff with prior approval of the Property Manager
3. **General Hours of Operation:**

Monday-Friday	6 am – 10 pm
Saturday	8am – 10 pm
Sunday	10am – 6 pm (October 1 – April 30)
	10 am – 8 pm (May 1 – September 30)
4. The Association and Amenity Center may close early, or in part, from time to time for maintenance, Developer events, inclement weather, large scale special events and some holidays
5. RESIDENTS ONLY, may rent rooms in Amenity Center for either themselves, their adult children, or their parents. Children's parties are prohibited.
6. In the event that damages to Amenity Center or any of its furnishings and/or equipment are in excess of the security deposit, the resident renter will be responsible for full payment of damages. Carolina Gardens HOA will repair damages and post expense to homeowner's account for payment.
7. Fines issued by the Fire Marshall for any code violations for occupancy limits will be the responsibility of the resident renter to pay. If fine goes unpaid, amount will be posted to homeowner's account for collection.

B. Activity and Meeting Rooms Usage and Fees:

1. Rooms may be reserved through the Lifestyle Director during times that are not designated for Association Special Events, Lifestyle events or charter club meetings. Rooms will generally be provided at no fee to Association Chartered Clubs and special interest groups. Fees are charged for all reservations made for resident private events. Fees may also be charged for outside business presentations (e.g., financial planners, lawyers, landscapers, etc. Fees are charged to defray the direct and indirect costs associated with room set-up, cleaning, staffing and other costs. Fees for reserved use of facilities are established by the Board and may be updated periodically.

The following hourly rental fees are applicable for events for each hour or portion thereof.

Two Multipurpose Rooms:	\$150/hour*
One Multipurpose Room:	\$75/hour*
Back Patio:	\$75/hour*
Varsity Room:	\$50/hour*
Entire Building:	\$750/hour*

*Prices are subject to change.

There is no charge for use of the kitchen or audio video equipment.

** Maximum rental period of 4 hours at established rates listed above. Events extending beyond 4-hour period will have additional room charges of \$75 per hour, with a Maximum of 8-hour rental.

No event shall last past 10 p.m. without express permission of the Property Manager and charges for extended hours.

***A \$1000 refundable security deposit is required for room rental to cover any damages incurred.

****Entire building rental must be requested six (6) months in advance. Only one (1) entire building rental will be permitted per calendar quarter. Full building rentals are first come first serve.

2. Room rental fees do not apply to regularly scheduled Chartered Club meetings and Association or Life Style events.
3. Non-chartered groups are not subject to room rental fees but will not receive priority for scheduling. Association Special Events and Chartered Clubs that wish to schedule a room for the same time will preempt other groups.
4. The Association's wellness partner will be directed to provide various health, fitness and wellness-related events. If these events are Association sponsored, room rental fees do not apply.
5. A refundable security deposit in the amount of \$1,000 is required to hold a room reservation and to cover any potential damage that may be incurred during an event. Additionally, all rental fees are due no later than 15 days in advance of the event. Reservations cancelled within 15 days of an event will be refunded less 20% of the total cost. Reservations cancelled within 7 days will not be refunded.
6. Operable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various set-up arrangements can be obtained from Community Association Management staff. Audio visual equipment and individual room sound controls are also available.
7. Food and non-alcoholic beverages are permitted in the facility with approval from the Community Association Manager or Lifestyle Director. Items brought by catering firms must receive approval after advance notice to the Community Association Manager and

Lifestyle Director. Caterers may not use the main entrance or lobby to deliver food. In all situations, alcohol consumption at Amenity Center in Carolina Gardens shall follow the HOA Board-adopted alcohol permit/policy and comply with the laws of the State of North Carolina per the Alcohol Policy for Amenity Center attached to these facility guidelines and signed by the resident renter.

C. Room Reservations:

Activity and meeting rooms may be reserved through the Lifestyle Director. All room reservation requests must be submitted in writing using the Room Request Form on the Community Association's website or obtained at the front desk of Amenity Center. Tentative (hold) reservations will not be accepted. Please do not promote or advertise your event until your reservation is confirmed. The Association reserves the right to preempt, relocate or reschedule a reservation if the needs of the general community require it, or if the planned attendance level drops.

Following are the basic steps that need to be taken when requesting space for an event at Amenity Center:

1. Reservations will be based on room availability and Carolina Gardens Homeowners' Association reserves the right to deny facility use, as it deems appropriate. All room requests must be received a minimum of two weeks prior to the event date, unless specifically approved by the Lifestyle Director or Community Association Manager. Changes in existing requests must be done at least seven days prior to the event. All requests will be subject to availability.
 - a. Chartered Clubs may reserve a regular room schedule for official club business up to 12 months in advance of the event by submitting the master calendar with application or at the end of each year.
 - b. Non-chartered clubs may be scheduled up to 30 days in advance of the event.
 - c. Association wellness partner events may be reserved up to 3 months in advance of the event.
 - d. Business sponsored events may be reserved up to 3 months in advance of the event.
 - e. Resident private events and Association Special Events may be booked as far in advance as is necessary to properly plan and implement the events.
2. Information needed at the time of booking space is as follows; the date and time you would like to book space, the number of expected attendees, whether or not you will be having any kind of food or beverage or if the event will be catered, and any entertainment or audio needs.

3. Room rental request forms are available at the front desk at Amenity Center or on the community website here:

[<insert website>](#)

Please fill out the form and submit to the front desk at Amenity Center or via email to the Lifestyle Department to verify availability. Requests for event space must include the number of attendees, and detailed set-up agenda. Outline any special set-up, catering, entertainment, and/or audio video needs.

4. After a room is requested, and availability is determined, it will be necessary to set a consultation with the Lifestyle Director to review the Facility Use Guidelines and to sign the Facilities Terms & Conditions, which contains the room and equipment costs. Please return forms to the Lifestyle Director at least thirty (30) days prior to the event date. Security Deposit must be submitted with the signed Facilities Terms and Conditions. Payment in full must be received at least 7 days prior to event. Once all documentation is returned and payment is made, you will receive a confirmation via email or telephone. (You may also submit payment in full at time of contract. Please submit separate checks for security deposit and room rental.) All checks should be made out to the Carolina Gardens Homeowners' Association.

Reservations are not valid until the refundable security deposit is received and the room reservation documentation is completed and signed by both the renting party and the Lifestyle Director. Cancellation of an event must be made in writing and received by the Lifestyle Director. Resident renter may incur charges if cancellation is not received by the dates above.

5. When Chartered Clubs and Association Committees request a room or for recurring events, i.e. club or committee meetings for the year, it is absolutely essential that the number of attendees and detailed set-up, catering, entertainment, and/or audio/visual needs be included in the original booking on the master calendar with club application. Please fill out a room request form only with changes that may arise as the club grows. It is not necessary to fill out the Rental Terms and Conditions or to submit payment unless using the room for an event not scheduled on the master calendar.

The chairperson or a specific delegate for the club or committee should coordinate all reservations in order to minimize confusion and opportunity for errors.

6. A Master reservation book will be maintained by the Lifestyle Director and will also be accessible by the Community Association Manager and Community Association Management staff for event set-up and breakdown.
7. Rooms will be reserved on a first come, first serve basis, but will be prioritized according to the purposes for which rooms will be used. Events or activities that may involve the entire community resident base and organized groups that help deliver the lifestyle at Carolina Gardens are generally viewed as the highest priority. The Lifestyle Director will have the ultimate discretion in applying the prioritization system:

- o Carolina Gardens Homeowners' Association Special Events and/or Declarant events;
 - o Lifestyle events;
 - o Chartered Club events;
 - o Non-chartered club events;
 - o Private events;
 - o Unscheduled activities.
8. The Room Request Form, Amenity Center Facility Rental Terms & Conditions, and association Alcohol Waiver is attached to this document. All forms are required to be completed and signed for each event.

D. Safety:

1. In the event of an emergency, please notify a Community Association Management staff member at the front desk. AED is located by the office of the Lifestyle Director and at the front desk in the lobby. A First Aid Kit is located at the front desk. Locations are clearly marked. An Emergency 911 telephone is located by the door to the indoor pool area.
2. Emergency exit signs are displayed by the exits. In the event of severe weather, please follow all directions of Community Association Management staff at Amenity Center concerning safety.
3. All Town of Fuquay Varina fire codes, as well as room capacity limits, must be adhered to at all times. Exits shall not be blocked in any way, at any time, during an event.

E. Room Set Up and Audio/Visual Equipment Use:

1. Please ensure room set-up is anticipated when completing your Room Reservation Form.
2. The Association provides tables and chairs for indoor rooms and outdoor patio only. Additional tables and chairs, for indoor or outdoor use, may be rented from an outside rental company. Rental of these items is the responsibility of the resident renter but must be coordinated with the Lifestyle Director.
3. Audio-visual equipment is available at no additional charge. All A/V requests must be specified in writing on the Room Reservation Form no later than seven (7) business days prior to the event. Laptop computers are provided only upon written request with availability.
4. Electrical outlets in all rooms provide 110-amp service. Additional power strips are the responsibility of the individual.

F. Decorations:

1. No tacks, staples or nails are to be used to affix any signs, banners or decorations. No adhesives may be applied to painted walls or surfaces. Cables and cords may not run across any walk paths or areas that may cause guests to trip. Any cords that must run

across walking paths must be secured or taped down. Ice sculptures or water fountains are not allowed. The use of glitter, rice, and/or confetti is not allowed.

2. Use of lighted candles is prohibited.
3. Installation/removal of decorations is restricted to the reserved time block. Access to the room will not be allowed before the reserved time. The association does not provide storage for club or non- Association decorations or rented equipment. Responsibility for these items is that of the individual.

H. Caterers:

1. Residents are encouraged to give community-approved food and beverage providers an opportunity to service the catered event. Any Caterer(s) who will be serving food and/or alcoholic beverages at a Amenity Center event must provide the proper licenses and documentation to the Association (i.e. Certificate of Insurance, ABC license, etc.).
2. If a food service provider is delivering and not staying to set up or serve (e.g., pizza or sandwiches) a certificate of insurance is not required.
3. When making the reservation at Amenity Center, the resident must submit the required licenses and documentation for the Caterer no later than 15 days prior to the event. Residents must receive the documents prior to signing a catering contract.
4. Any appointments with outside vendors to view rooms, must have prior approval and be scheduled by the Lifestyle Director and may not disrupt other functions taking place at the facility.
5. Installation and removal of equipment is restricted to the reserved block of time. No access to the room is allowed before the reserved time. Same day pick up of equipment is required. There will be no storage allowed at Amenity Center.

I. Entertainers:

1. Entertainment groups may be contracted by the Association, or by a sponsoring group. Due to sound system and electrical requirements, close coordination is required with the Community Association Management team and Lifestyle Director. If professional film, script, production, or sound type entertainment is provided, close coordination is required with Community Association Management and/or HOA Board to ensure that proper licensing and/or royalty fees have been accommodated or waived.
2. Any appointments with outside vendors to view rooms, must have prior approval and be scheduled by the Lifestyle Director and may not disrupt other functions taking place at the facility.
3. Installation and removal of equipment is restricted to the reserved block of time. No access to the room is allowed before the reserved time. Same day pick up of equipment is required. There will be no storage allowed at any facility.

J. Kitchen Usage:

1. The kitchen has been provided at no charge as an added convenience and features an area appropriate for small-catered functions. Please leave the kitchen as you find it reporting any damage immediately to the Front Desk or Community Association Management staff. Please note that all costs for excessive cleaning, trash removal or damage, occurring during or in relationship to the function will be the responsibility of the individual making the reservation and will be charged accordingly.
2. Resident renters are responsible for providing all service items for the event, including but not limited to, paper plates, cups, napkins, utensils and any other utensils, supplies, additional heavy-duty garbage bags and/or cleaning items.
3. All food must be brought in and removed within the reserved block of time. We are unable to store food and/or equipment before or after your reservation.
4. Bag all garbage including food, can/glass, waste paper, and decorations. Cartons and boxes must be broken down and placed near the garbage receptacles. Be sure the bags are sealed to avoid leakage. Garbage bags are limited to the bags provided in the garbage receptacles. Additional heavy-duty garbage bags are the responsibility of the individual making the reservation. All non-recyclable trash must be placed in the dumpsters located in the Amenity Center parking lot. Please recycle when necessary.
5. Limited supplies are available for use; therefore, all users must provide for their own needs. All counter tops wiped must be wiped clean. All food debris removed from microwaves, range tops and ovens and should be cleaned and grease free. Spills or splatters cleaned from cabinetry, walls and floors. Sinks must be rinsed clean and draining properly. The refrigerator must be emptied of all food items and spills wiped cleaned. In depth cleaning will be performed by Association Staff.
6. A check list for all items that must be returned to their original condition and additional cleaning requirements will be provided by Community Association Management.

K. User Clean Up Fees:

1. A portion of the security deposit, commensurate with severity of damage, will not be refunded for the following:
 - ☐ Stains from grease, drinks, food or decorations.
 - ☐ Damage from the use of nails or tacks.
 - ☐ Clogging resulting from improper use of sink drains or toilets.
 - ☐ Damage to appliances.
 - ☐ Failure to return the kitchen to the condition it was found.
 - ☐ Failure to remove food and/or cooking utensils from interior of appliances.

L. Other Regulations and Courtesies:

1. Amplification of sound is allowed within reason. Be mindful and respectful of other functions within the building, in neighboring rooms, or in the surrounding area. Outdoor noise levels must comply with Town of Fuquay Varina code.
2. Amenity Center is a “smoke free” facility.
3. Rice and/or birdseed may not be thrown on the premises
4. The swimming pool area is NOT part of this rental.
5. Guest Parking is available in the Amenity Center parking lot.

Amenity Center in Carolina Gardens Facility Rental Terms & Conditions

Two Multipurpose Rooms:	\$150/hour*
One Multipurpose Room:	\$75/hour*
Varsity Room:	\$50/hour*

*Prices are subject to change.

There is no charge for use of the kitchen or audio/video equipment.

Maximum rental period of 4 hours at established rates listed above. Events extending beyond 4-hour period will have additional room charges of \$75 per hour, with a Maximum of 8-hour rental.

No event shall last past 10 p.m. without express permission of the Property Manager and charges for extended hours.

Reservations: Rooms may be booked up to 90 days in advance. Reservations will be based on room availability. Carolina Gardens Homeowners' Association reserves the right to deny facility use, as it deems appropriate. Guests are required to adhere to the rental times specified on the contract. Should the event continue after or begin prior to the contracted time, additional room charges will apply.

Security Deposit: A security deposit of \$1,000.00 is required for any room rental to cover any damages incurred and due at the time of contract.

Cancellation Fees: Any event may be cancelled thirty (30) days prior to the event. Events cancelled within less than thirty (30) days of the event may be subject to a cancellation fee, which is equal to 5% of the security deposit. If the event is cancelled fourteen (14) days or less prior to the event, a cancellation fee of 20% of the security deposit may be charged.

Payments: Payment in full is required to be made thirty (30) working days prior to the event in the form of a check made payable to Carolina Gardens HOA. Any additional event charges shall be billed at the conclusion of the event and subtracted from the security deposit. Any discrepancy in the billing amount must be brought to the attention of the Community Association Manager within three (3) business days.

Food & Beverage: Food and beverage may be brought in and kitchen facilities are available at no extra charge. Range and oven can only be used by a community resident or licensed caterer. All facilities must be cleaned and returned to their original condition before security deposit will be returned. If your event will be catered, a member from the rental party is required to be present upon their arrival. Food or drinks are not permitted in any room other than the ballroom. Deliveries will not be accepted prior to the day of function. NO EXCEPTIONS

Damages and Liabilities: Resident renter hereby acknowledges that they assume all liability for any loss of or damage to any of their merchandise or articles used or left at the facility whether such loss occurs prior to, during, or following the function. Resident renter shall be solely responsible for and shall immediately reimburse Carolina Gardens Homeowner's Association, Inc. for any damage to the premises caused by resident renter, resident renter's guests, invitees, employees, independent contractors or other agents of resident renter that are greater than the damage deposit paid with this contract. Resident renter shall indemnify, defend and hold harmless Carolina Gardens Homeowners' Association, Inc. against any and all claims, losses, damages or liability arising out of or related to resident renter's function irrespective of whether such claim, loss, damage or liabilities arise from active or passive activity.

Other Conditions: Decorations are permitted on tables and may be adhered to the walls with only Community Association Management approved adhesive only. No confetti or glitter to be used in or around Amenity Center. Guests are restricted to the room rented and adjacent bathrooms ONLY and are not entitled to use any other part of the facility. Room setup must be executed by the resident renter using the space unless approved by Community Association Management staff.

In consideration of being granted the right to use the facilities, the undersigned shall hereby indemnify, release and hold harmless the Carolina Gardens Homeowners' Association, Inc., Community Association Management Company, Del Webb/Pulte and their respective directors, officers, partners, member, managers, employees, volunteers and agents from any and all responsibilities, liabilities, claims demands, damages, or rights of action relating to such use of the facilities.

Please sign here to verify that you have read and agree to these terms and that you have reviewed the Facility Rental Guidelines:

Resident Renter Signature: _____ Date: _____

HOA Management Representative _____ Date: _____

Amenity Center Room Rental Request

Date of Event: _____ # of Guests: _____

Start Time: _____ End Time: _____

Name: _____ Phone: _____

Address:

Room: ☐ Multipurpose Room 1 ☐ Multipurpose Room 2 ☐ Varsity Room ☐ Kitchen

Room set-up Instructions:

Will your event be catered? ☐ yes ☐ no Will alcoholic be served at your event? ☐ yes ☐ no

What is the name of your caterer? _____

Please specify the type of event: ☐ resident/private non-chartered ☐ club/other
☐ chartered club ☐ Life Style ☐ association special event

If business, please list the name of your company. _____

Will you need a microphone: ☐ yes ☐ no

Will you need screens and projectors: ☐ yes ☐ no

Please give a detailed description of the room rental purpose and special requests (i.e. educational workshop, party, etc.).

*For office use only

☐ Security Deposit ☐ Check # _____ Amount _____ Date _____

☐ Rental Fee Received ☐ Check# _____ Date _____

☐ Deposit Returned Date Returned: _____ Amount Returned _____

☐ Cancellation Fee _____ Date Paid _____

☐ Post-Event Inspection (Checklist) Completed by _____ Date _____

Alcohol Policy for Amenity Center

Each event in which alcohol is being served must have a Limited Special Occasion Permit

A limited special occasion permit issued by the State of North Carolina ABC Commission authorizes the permittee to bring fortified wine and spirituous liquor onto the premises of a business, with the permission of the owner of that property, and to serve those alcoholic beverages to the permittee's guests at a **reception, wedding, party or other special occasion** being held there. The permit may be issued to any individual other than the owner or possessor of the premises. An applicant for a limited special occasion permit shall have the written permission of the owner or possessor of the property on which the special occasion is to be held. It is the responsibility of the resident/renter to obtain all permits necessary under North Carolina statutes.

Permits under this section are to be issued only for the limited circumstances and not as substitutes for other retail permits. Special one-time permits shall be valid only for the single transaction or the kind of activity specified in the permit and shall be subject to any conditions the ABC Commission and the State of North Carolina may impose as to the time, place and manner of the authorized activity. Denial or revocation of a permit under this section shall not entitle the applicant or permittee to a hearing.

For an application please click below:

[Click Here For Limited Special Occasion Permit](#)

Or more details/concerns please visit the North Carolina Alcoholic Beverage Control Commission Website:

<https://www.abc.nc.gov>

WAIVER

Undersigned Member ("Member") of the Carolina Gardens Homeowners' Association, Inc. ("Association") understands and acknowledges that he or she, and not the Association, Del Webb/Pulte Homes of Ohio, LLC, and/or their respective directors, officers, partners, members, managers, employees, volunteers, and agents (collectively, "Agents"), is responsible for all actions, negligent or intentional or otherwise, of him or herself, Member's guests (invited and uninvited), and/or Member's family members, on route to, during, and after the any event sponsored by said Member on the Association Property. Undersigned Member understands and acknowledges that he or she is solely responsible for his or her own sobriety, the sobriety of the Member's guests (invited or uninvited), and the sobriety of his or her family members.

Undersigned Member hereby agrees to indemnify, defend, and hold the Association and/or Del Webb/Pulte Homes of Ohio, LLC, and/or their respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to, or as a consequence of said Member's sponsored event on the Association Property. Undersigned Member also agrees and acknowledges his or her own responsibility to obtain insurance relating to the distribution and/or consumption of Alcohol on the Association Property.

Undersigned Member hereby acknowledges and agrees with the terms and conditions contained herein as part of his or her Rental & Usage Agreement. Undersigned Member hereby waives any and all claims against the Association, and/or Del Webb/Pulte Homes of

Ohio, LLC, and/or their respective Agents relating to any injury to himself or herself, his or her family, and/or any rental sponsor, guests, invitees, vendors and/or contractors, and/or for loss of property that may occur while using the Association Property for his or her Member-sponsored event, including but not limited to, any claims relating to the distribution and consumption of alcohol at Association Property.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the Association's Alcohol Policy and the Association's Rental and Usage Agreement, to which this Agreement and Waiver is attached as an exhibit.

Resident Event Host:_____

Date: _____

Event Date:_____

Amenity Center Room Rental Checklist

The following must be signed and checked off by both the renting party and a management team member in order for the Security Deposit to be returned, in full, to the renting party.

	BH Staff (Please initial each item)	Renting Party
I. Kitchen		
a. Garbage removed	_____	_____
b. Food/beverage/ice removed from refrigerator/freezer	_____	_____
c. Counters/Sink clean	_____	_____
d. Appliances clean (Ovens, Microwave, range)	_____	_____
e. Appliances turned off	_____	_____
II. Room Rented		
a. Tables and chairs clean	_____	_____
b. Tables and chairs put back properly	_____	_____
d. Decorations removed	_____	_____
e. Carpet clean (no spills, stains, garbage off floor etc.)	_____	_____
g. Garbage removed	_____	_____
h. A/V equipment returned	_____	_____
i. Lights turned off	_____	_____
j. Other items returned	_____	_____

Signatures

Management Staff	_____
Renting Party	_____
Date	_____
Time out of building	_____

Appendix II

Carolina Gardens' Website Usage Rules

The Carolina Gardens Home Owners' Association ("Association") provides a website for use by Association residents. The purpose of the website is to provide a means of communication to residents and promoting the community. Users of the website shall not post or e-mail content that is unlawful, harmful, threatening, intimidating, abusive, harassing, defamatory, derogatory, vulgar, obscene, libelous, disrespectful, hateful, or invasive of another's privacy.

Community forums are for the entire Association. All postings reflect the opinions of the individual resident. Posts are not approved or verified by any Association official or staff. The poster is solely responsible for the accuracy of information in their message.

Violating these Website Usage Rules has consequences, which may include removal of your posting, suspension of your message board privileges, or permanent banning from the website. Because of the serious nature of these consequences, the Carolina Gardens Home Owners' Association Board of Directors has created the following guidelines to further explain what is expected of all members in the community.

In short, everyone is expected to **"Be Nice"** on the message boards and in all emails.

B	Be helpful, not hurtful	Don't attack, shame, bully, insult, harass or threaten anyone. Cyber-bullying is never okay. Hateful exchanges between neighbors hurt everyone in CAROLINA GARDENS and will not be allowed in message board posts or in email exchanges. The message boards are not a place for publicly resolving disputes or grievances with your neighbors.
E	Everyone ...	Everyone here is your neighbor and, as such, is entitled to express their opinion without ridicule or personal attack by anyone else. The message boards are there to promote dialog and discussion among CAROLINA GARDENS neighbors, not to serve as a platform for harassment, ranting or bullying.
N	Neighbors	Remember that all communications on the message boards are by your neighbors and for your neighbors. Treat everyone with the respect that you expect them to show you and that your neighbors deserve. You may think what you like about an issue, but your postings and emails must remain civil and respectful of your neighbors.
I	Issues	Keep all your comments focused on the issues , not on personalities. It's okay to say, "I disagree with the new policy because ..." It's NOT okay to say, "His comments on the new policy are stupid and shortsighted," or "The Board must be power-hungry and crazy to even suggest the new policy."
C	Constructive	Constructive suggestions for community improvement are always welcome. It's okay to say, "I suggest that the policy be changed to ..." or even, "The new policy is a problem because ..." It's NOT okay to say, "The new policy is despicable and reprehensible," or, "The only reason the Board passed the new policy is because they don't care about the residents."
E	Expect diversity	There is expected to be over 350 residents at CAROLINA GARDENS. Even though not all of them post to, or even read, the message boards, there is still plenty of diversity among those who do. Please keep in mind that some of these neighbors may post opinions that are disagreeable to you but still fall within our CAROLINA GARDENS website usage rules and are therefore allowed. Expect diversity and be tolerant of others' opinions.