

Clubhouse General Usage Guidelines

Clubhouse Address: 14750 Earl Mitchell Avenue, Brandywine, MD 20613

Majerle Management, Inc. Phone: (301)220-1850, or Email : Community@AccessMMI.com

- A) Clubhouse amenities include the community room, fitness room, pool, playgrounds and general common areas. The administrative office within the clubhouse is for use by management and the Board of Directors only.
- B) All use of the Clubhouse amenities shall be in compliance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Timothy Branch, Inc, the Bylaws, these Clubhouse General Usage Guidelines, and any additional rules and regulations that may be adopted by the Board of Directors from time to time (collectively, the "Governing Documents"). All Members of the HOA are responsible for ensuring that their family members, tenants, guests or invitees adhere to the Governing Documents when on HOA property.
- C) Clubhouse Hours are from 4:00 a.m. to 11:59 pm daily. Use of the clubhouse outside of these hours is strictly prohibited and subject to fines. Alarms to the clubhouse activate at 12:00 a.m. and deactivate at 4:00 a.m.
- D) One (1) electronic key card for the clubhouse facility will be issued per household. Members of the HOA may purchase additional key cards for \$65 per key card. Key cards may be used by the Member's tenants or residents within the household only. Key cards must not be given to third parties. The Member, tenants or other resident within the household must be present when any of their guests are using the clubhouse amenities. Lost key cards should be reported to management immediately. Members are responsible for any persons they grant access to clubhouse amenities.
- E) Doors to any of the clubhouse amenities must not be propped open at any time.
- F) Members of the HOA who are more than thirty (30) days past due in payment of any assessments or other amounts owed to the HOA may lose access to the clubhouse amenities and their key cards will be deactivated until their accounts are brought current.
- G) The maximum building occupancy must not exceed 276 persons (including the pool).
 - Clubroom is 108
 - Pool Deck is 57; Adult Pool is 80; Kiddie Pool is 11
 - Lobby is 6
 - Gym is 14
- H) Pets are prohibited except for service dogs, which must be on a leash at all times.

- I) Smoking and vaping are strictly prohibited within the community room, or any other clubhouse amenities or within 100 feet of the clubhouse amenities. Violation of this policy may result in loss of privileges to use the clubhouse amenities for up to one year, plus the cost of cleaning to remove any smoke odors.
- J) Grilling is not permitted on any of the clubhouse amenities or within 100 feet of the building, pool or equipment.
- K) No Member or resident shall make any exclusive use of the clubhouse amenities without the prior written consent of the HOA. The clubhouse may be available for rent in accordance with the Clubhouse Community Room Guidelines. Commercial use of the clubhouse is strictly prohibited.
- L) Alcoholic beverages shall not be sold or consumed on the clubhouse amenities without the prior written consent of the HOA.
- M) Members shall be responsible for any damage to the clubhouse amenities caused by them, their tenants, guests, or household members.
- N) All trash must be properly disposed of in trash cans. Furniture and furnishings must not be removed from the clubhouse amenities and shall be left in the condition they were in prior to use.

CLUBHOUSE COMMUNITY ROOM RENTAL GUIDELINES

- A) The clubhouse community room may be reserved by Members in good standing for private use for a period of up to two (2) hours for general community matters (i.e., meetings) at no cost. The Member must complete and submit a rental application to management at least five (5) business days prior to the rental date and receive written approval from management prior to the rental date/time.
- B) The clubhouse community room may be rented by Members in good standing for private social events. Commercial use of the clubhouse community room is strictly prohibited. The cost to rent the clubhouse community room is \$600 for six (6) hours, which includes set-up and clean-up time, which includes access by hired setup/cleanup persons. Additional time may be available for an additional \$50 per hour. The clubhouse is available for rental only between the hours of 10:00 a.m. and 11:00 p.m. A deposit of \$150 is required, along with a completed application, which must be submitted to management for approval. The deposit is refundable provided there is full compliance with rental terms.
- C) The full deposit must be received by management in order to confirm each reservation. Full payment of the rental fee must be received at least ten (10) business days prior to the rental date. If full payment is not received by the due date the reservation is subject to cancellation and forfeiture of 50% of the deposit.

- D) The maximum number of attendees is 108. All children under the age of 18 must be accompanied by an adult. The Member/tenant who is hosting the event must maintain an adult-to-child ratio of one (1) adult for every five (5) children in attendance.
- E) The clubhouse community room may only be rented by Members of the HOA who are in good standing (current in the payment of all assessments and fees due the HOA). Members may rent the clubhouse community room on behalf of their tenant, provided that a copy of the current lease has been provided to management. Members may not rent the clubhouse community room on behalf of any third parties.
- F) Use of the clubhouse community room by the HOA Board of Directors or committees designated by the Board of Directors may use the clubhouse amenities at any time for HOA business or functions; such use shall have priority over use of the clubhouse amenities for private events.
- G) Rental of the clubhouse community room does not include any other clubhouse amenity. Attendees shall only be permitted to use the clubhouse community room and shall not make use of any other areas, including the fitness room, pool, patio, or yard areas. The Member is responsible for ensuring that attendees do not loiter in or use other areas outside of the clubhouse community room. The doors in the clubhouse community room that lead to the pool area are to be locked at all times during the event. Simultaneous rental of the clubhouse community room and pool are strictly prohibited. Only one amenity rental will be authorized per Member per day.
- H) The clubhouse amenities, excluding the clubhouse community room, will remain available for use by residents during the event. Nothing shall be done to obstruct residents' use of the other clubhouse amenities.
- I) Event rentals must end by 11:00 p.m., which includes clean-up and restoring the room to its original condition. Attendees of the event are prohibited from loitering in the parking lot or within other areas of the community following an event. Attendees must promptly depart from the clubhouse amenities and surrounding areas following the conclusion of the event.
- J) Furniture in the clubhouse community room shall not be removed from the clubhouse community room. All furniture must be returned to its original location following completion of the event. No decorations are allowed in the lobby or front entrance. No furniture or decorations shall be placed within three feet (3') of the fireplace. Decorations may not be secured to the walls or furniture using tape, nails or thumbtacks, or by any other manner which may damage their surfaces. Hot, cold and wet items shall not be placed directly onto furniture surfaces. Damage to furniture or furnishing within the clubhouse amenities may subject the Member to the full replacement value of such furniture or furnishing.
- K) All illegal activities are prohibited within the clubhouse amenities. The Member and attendees of the event shall comply with the Governing Documents and the Prince

George's County, Maryland noise ordinance. The County restricts noise in residential areas that is audible more than 50 feet from its source. County noise restrictions are in effect from 9 pm to 7 am. Nothing shall be done within the clubhouse amenities that will be a nuisance or source of annoyance to residents within the community. Excessive noise or nuisance complaints from residents may subject the Member to loss of the deposit and/or additional fines.

- L) Attendees of the event are not allowed to prop open doors. If doors are propped open allowing unrestricted access to the clubhouse amenities, the Member may forfeit the deposit and be subject to additional fines. The Member is responsible for all persons they grant access to the clubhouse amenities.
- M) The Member and attendees shall not store any items overnight in the clubhouse community room or before or after the rental period. A \$50 fee may apply for any items left overnight. The HOA shall not be responsible for any items left in the clubhouse amenities.
- N) **All Members who rent the clubhouse community room and their attendees shall indemnify and hold harmless the HOA from all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) resulting from any injury or damage associated with the use of the clubhouse amenities.**
- O) **No alcohol shall be present on clubhouse amenities without the prior written consent of the HOA.** If alcohol is to be served or consumed during an event the Member renting the clubhouse amenity shall obtain an insurance policy which covers the HOA from any liability caused by the consumption of alcohol while on HOA property. The HOA shall be named as an additional insured and a copy of the policy shall be included with the completed application and deposit. Failure to disclose that alcohol will be served and/or consumed during the event may result in the loss of the deposit and suspension of privileges to use the clubhouse amenities for up to one year.
- P) The Member renting the clubhouse community room or the Member's tenant, if such tenant is hosting the event, shall be present for the duration of the event, and is responsible for making sure that attendees comply with the Governing documents and all rules and regulations promulgated by the Board of Directors, from time to time, regarding the use of clubhouse amenities, including this document and the Rules of Use in Appendix B of this document.
- Q) The Clubhouse community room will be inspected prior to, and at the conclusion of the rental period. Any damage to the clubhouse amenities, failure to restore the clubhouse community room to the condition that existed prior to the rental use, or other violation of any of the Governing Documents, or rules and regulations shall subject the Member to forfeiture of the deposit and additional fines, as applicable.