



**HEATHER GARDENS CLUBHOUSE/
RENDEZVOUS RESTAURANT
PROCEDURE MEMORANDUM**
Adopted and Effective August 29, 2019

CLUBHOUSE/RESTAURANT COMMITTEE

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This Procedure Memorandum shall supersede all previous versions of the Procedure Memorandum and Functions and Policy Manuals for the Clubhouse/Restaurant Committee, as well as all previous resolutions, actions and informal practices and policies of the District or portions thereof which may be in conflict with the provisions hereof.

ARTICLE I – BACKGROUND & PURPOSE

The Clubhouse/Restaurant Committee is a standing committee authorized by the Board of Directors (Board) of the Heather Gardens Metropolitan District (District).

The purpose of the Clubhouse/Restaurant Committee is to serve in an advisory role and make policy, operational, and financial recommendations to the Board related to the Heather Gardens Clubhouse (Clubhouse) and the Rendezvous Restaurant at Heather Gardens (Restaurant).

The Clubhouse/Restaurant Committee recognizes that the District and the Heather Gardens Association (HGA) entered into a Management Agreement dated August 23, 2018, as may be amended from time to time (Management Agreement), which authorizes HGA to operate and provide daily management of the Clubhouse and the Restaurant.

All capitalized terms not herein defined shall be defined as presented in the District's Bylaws or Rules and Regulations.

ARTICLE II - COMPOSITION

The Clubhouse/Restaurant Committee shall be composed of the chairperson (Board member appointed to the Clubhouse/Restaurant Committee by the President of the Board), the District's Agent (without vote), the Clubhouse Manager (without vote), the Restaurant Manager (without vote), and a minimum of (4) four and a maximum of (7) seven eligible electors of the District.

ARTICLE III – POLICIES AND PROCEDURES

Section 1. Committee Chairperson. The chairperson chairs all meetings of the Clubhouse/Restaurant Committee and appoints all Clubhouse/Restaurant Committee members from eligible electors of the District that have applied therefor. The chairperson also counsels with Residents, the Clubhouse Manager, the Restaurant Manager, the Clubhouse/Restaurant Committee and interested parties regarding the Clubhouse and the Restaurant. The chairperson reports to the Boards.

Section 2. Committee Duties and Responsibilities.

- A.** Reviews, monthly, the financial statements of the Clubhouse and the Restaurant. Makes suggestions/recommendations regarding the financial position and operations of the Clubhouse and/or the Restaurant.
- B.** Reviews the annual operating and capital requirements budget submitted by the District's Agent Manager. Makes appropriate modifications and recommends the budget to the Board.
- C.** Annually review Clubhouse Room Rental Rates and makes recommendations regarding rates to the Board.
- D.** Annually review fees charged for classes held in the Clubhouse and makes recommendations regarding fees to the Board.
- E.** Annually review fees charged for use of Clubhouse and/or Restaurant.
- F.** Annually review rules and regulations applicable to the Clubhouse and/or Restaurant and recommend changes thereto, as needed, to the Board.
- G.** Donations.
 - 1. Reviews non-cash donations, with a value of \$500 or more, including, but not limited to, machinery, electronic equipment and large appliances and determines if they are suitable and appropriately intended for the benefit of the District and its residents and makes recommendations to the Board regarding acceptance of donations.
 - 2. Persons wishing to make a donation requiring Clubhouse/Restaurant Committee recommendation for approval are asked to complete a donation form available at the Clubhouse reception desk.
 - 3. Items under \$500 in value may be accepted or rejected at the discretion of the District's Agent or appropriate department manager

based on need, condition or alignment of the facility functions or decor.

4. The Clubhouse/Restaurant Committee, the District, or the District's Agent may require an inspection and approval by the HGA Maintenance Department, or another qualified professional, prior to accepting the donation.
5. The District will not accept donations with any restrictions or conditions.
6. All items donated become the property of the District.
7. The donating party agrees to pay the cost incurred for moving and delivery of the item to be donated.
8. The District reserves the right to refuse any item at any time during the donation process.
9. The District, in its sole discretion, has the prerogative of using the donated item immediately or may reserve it for the future.

ARTICLE IV – RULES AND REGULATIONS

Article VI of the District's General Rules and Regulations regarding Enforcement, Violations, and Penalties is applicable to non-compliance with these Clubhouse/Restaurant Rules and Regulations. In addition, the District's General Rules and Regulations are applicable to all Residents, Owners and Users of District Facilities and these Clubhouse/Restaurant Rules and Regulations are supplemental thereto.

Section 1. Hours of Operation. The Clubhouse and Restaurant is open year-round, with the exception of major holidays. Hours of operation are posted at the Restaurant and Heather Gardens website. The hours of the Clubhouse and/or Restaurant may be changed by the District in its sole discretion.

Section 2. Closure of Facilities. The District reserves the right, in its sole discretion, from time to time to close the Clubhouse and/or Restaurant to the public and restrict access only to the invitees of a large event. The District will endeavor to limit such closures to events that financially benefit the District or is in the interest of the District as a whole, and to times when the majority of the clientele will not be inconvenienced.

Section 3. Clubhouse Facilities. The District's Clubhouse facilities include meeting rooms, auditorium, fitness center, swimming pools and spa, tennis court, woodshop, arts and craft room, game room, media center, horseshoe court, and picnic pavilion. The

District's Management shall arrange classes, events and activities compatible to the facilities and interest of the Owners, Residents, and Users. Meeting rooms, the auditorium, and the picnic pavilion may be reserved/rented for activities and events based on availability, and/or Facility Rental Contract terms and conditions, and the Schedule of Fees and Charges.

- A. Clubhouse arranged classes, events, and activities shall take priority over open usage. Fees for participation will be charged based on the attached Schedule of Fees and Charges. Classes/workshops are open to Owners, Residents, and full-time employees of Heather Gardens Association at the resident fee rate. All other Users may enroll on a space available basis at the non-resident rate.
- B. The Clubhouse Manager may introduce and test new classes (referred to as Pop-Up Classes on the Schedule of Fees and Charges) for a reduced class period and fee to determine interest.
- C. Rental rates are calculated on a minimum four-hour base rate and hourly thereafter, as outlined in the Schedule of Fees and Charges.

Clubs/Organizations, defined as groups with headquarters at Heather Gardens having at least 75% of their total membership as Residents, may reserve Clubhouse facilities at no charge, provided that the club/organization does not charge a fee to those outside their club/organization while hosting the event. The Club/Organization president must schedule the Clubhouse facility with the Clubhouse Manager. Reoccurring events may receive a reduced rental rate as negotiated by rental agreement. All reservations and rentals must be arranged with the Clubhouse Manager. The Clubhouse Manager has the authority to refuse the scheduling of any event.

The District and HGA Boards have approved our elected officials (State, Federal, Local) to conduct monthly meetings and occasionally additional meetings at no charge. The elected official must reserve the Clubhouse facility through the HGA's Civic Affairs Committee Chairperson. Clubhouse staff will rely on the Club President's or the HGA's Civic Affairs Committee Chairperson's approval to waive the rental fee.

Public rentals shall be consistent with the interest of District/HGA as a whole.

- D. Prior to use of fitness equipment and woodshop machinery all Users are required to view an orientation CD or take an orientation class.

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- E. Clubhouse operating guidelines may limit the number of Users permitted based on size and activity level and may limit or restrict usage by minors. For example, any activity deemed unsafe may be prohibited and limited hours will be available for children under 16 in the swimming pools, and minors are not permitted in the spa or Billiard room.
- F. Tables Usage in Clubhouse. Requests to set up tables in the Clubhouse must meet the following requirements:
1. Requests must be submitted to the Clubhouse Manager at least 3 days prior to the date desired.
 2. Table requests are on a first come/first served basis.
 3. Table location is at the sole discretion of the Clubhouse Manager. Generally, table locations will not be allowed in the entrance lobby area.
 4. Table usage is limited to one day per week.
 5. The individual using the table must not approach individuals in the Clubhouse in an unsolicited manner.
 6. The individual using the table must provide materials for display, including easels and/or other visual equipment. All materials must be disposed of by the individual using the table when the table is taken down.
- G. Cancellations and refunds.
1. Classes may be canceled temporarily or permanently for low participation, lack of instructor, cost increase, holiday, Clubhouse or Facility closure or special event.
 2. Permanent cancellation of a class due to low participation, lack of instructor or long-term facility closure will result in a full refund or credit to be used on another class.
 3. Cancellation requests by participants must be made prior to class starting. A \$7 service fee will apply to all direct refunds. The service charge will be waived if the participant accepts the refund in a Clubhouse gift certificate to be used for a future class or event. No refunds or credits will be made after 50% of the class session has transpired.

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4. In the event that a trip or tour is canceled by the event sponsor, the Clubhouse Manager will receive a full refund that will be passed on to the participant.
 5. No refund will be made for trips or tours if the participant is unable to attend. It is the participant's responsibility to resell their ticket/reservation and provide the Clubhouse Manager with notice of the new participant.
 6. In the event that a room rental is canceled by the Clubhouse Manager, a full refund will be issued to the renter. Renters may cancel room reservation and will receive refunds of rental fees according to the following schedule:
 - a. Room rental canceled with at least 60 days prior notice to Clubhouse Manager – 100% Refund.
 - b. Room rental canceled with at least 30 days prior notice to Clubhouse Manager – 50% refund.
 - c. Room rental canceled with 29 days or less prior notice to Clubhouse Manager – no refund.
 7. Clubhouse Event refunds will only be granted when the event has been canceled by the event sponsor or Clubhouse Manager.

Section 4. Restaurant Facilities: The District's Restaurant facilities include a bar, seated restaurant area, dance floor, patio, and banquet room. The banquet room and/or Restaurant may be reserved/rented for events by Users subject to the Minimum Sales Requirement set forth in the Schedule of Fees and Charges. All reservations and rentals must be arranged with the Restaurant Management and are at the sole discretion of the Restaurant Management.

- A. Reservations/rentals shall be made in person, by email, or by telephone. Seating for small groups will be arranged in the main restaurant.
- B. Reservations/rentals of the Banquet Room or full Restaurant must meet or exceed the Minimum Sales Requirement listed in the Schedule of Fees and Charges. Users shall sign a rental agreement prior to securing the reservation.

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1. If special setup arrangements are needed, they shall be outlined in the rental agreement.
 2. If confetti or glitter is used an automatic penalty for cleanup will be assessed.
 3. Security may be required at the discretion of the Restaurant Manager. The User that secured the reservation will be responsible for all applicable costs thereof.
 4. The damage and cleaning deposit will be forfeited in full if the District's Restaurant facilities are damaged or need excessive cleaning.
 5. All personal items must be removed immediately following the event.
- C. Playing cards, dominoes, and other games are prohibited in the Restaurant, unless done as part of a scheduled event in the District's Restaurant facilities.
- D. Cancellations and refunds.
1. In the event of cancellation of a Restaurant facilities rental by the Restaurant a refund of rental fee and damage deposit will be made in full to the renter within 15 days of the cancellation.
 2. In the event of cancellation of a Restaurant facilities rental by the renter, a refund of the rental fee and damage deposit less the food and liquor costs incurred by the Restaurant on behalf of the event will be issued to the renter. Costs can occur if the event is canceled within 7 days prior to the event, and the Restaurant is unable to cancel the food/liquor order or is unable to otherwise sell the merchandise purchased.