

HALIFAX PLANTATION PHASES II & III
HOMEOWNERS ASSOCIATION, INC
3500 MERRITT DRIVE ORMOND BEACH, FL 32174
386-275-1087 HALIFAXHOA@GMAIL.COM

GAZEBO RESERVATION FORM
SPECIAL EVENT

Name: _____

Group: _____

Address: _____

Phone: _____

Email: _____

Date needed: _____ Time: _____

Function description: _____

Signature: _____

The DRC and HOA Board of Directors reserves the right to cancel the event if it determines that the event may result in demonstration, security problems, etc. Political meetings or rallies are not permitted. Make sure the function description is correct and truthful.

=====

HOA USE: Date Form received: _____

Deposit required: yes no Deposit amount: _____

After event inspection: _____

Deposit returned: yes no

HOA sign off: _____

Reserved sign off: _____

Regulations for Gazebo Area and Use of Facility

This document is a detailed statement of the area Regulations. A summarized version is available as a “Quick Reference Guide” for distribution to Residents.

Persons Eligible for gazebo area use and Hours of Use.

Owners of Halifax Plantation Phases II & III, their families and visitors, and registered Lessees of owners may use the facility from dawn to dusk.

Activities Permitted

In general, those activities normally associated with a community passive park are permitted, to include socializing with neighbors, reading, playing board games, eating lunch, working, or using an electronic device (computer, iPad, phone, gaming devices, listening to music, or watching tv using earphones etc.). Users may bring “beach” or other folding chairs or blankets to lounge in the lawn areas. Activities which are specifically not permitted are those involve running, loud noise, disturbance to other users, smoking or vaping, fireworks, gambling, playing football, lawn tennis, soccer or other sports involving projectiles, or activities otherwise in violation of Volusia County codes. Note the additional specific restrictions and rules below which affect the permitted activities listed above. No political meetings or rallies are permitted.

Parking

Currently there is no arrangements for parking vehicles on nearby common areas or easements. Parking regulations are subject to the applicable Volusia County laws. Do not park on street within 25 feet of the intersection. Limited equipment for parking bicycles is available.

Restroom Facilities

There are no plans to have restrooms available. The nearby Golf restrooms are private golf facilities (not owned by the HOA) and are not available for use by residents or the public. The golf staff may use the Sheriff to issue trespass notices to those who would violate this directive.

Food, Beverages and Trash Control

For individuals or small groups, picnic food and beverages are permitted providing that all trash generated must be collected and removed from the area to avoid the attraction of bugs and animals. If self-policing of this requirement fails, then the Association board will be forced to delete this privilege.

Pet Policy

Pets are permitted providing the pet is on a leash not to exceed 15 feet. Use of an electronic collar to control a pet may be permitted providing the pet is maintained within a reasonable distance of the owner. The gazebo area and extended lawn area should not be used as a Dog Park. HOA rules and Volusia County rules for controlling pet cleanup shall apply.

Additional Obligations of Users

When a group event is taking place, the following additional rules and regulations will apply to the attending group:

- (1) If there is a gas or charcoal barbeque, it must be placed outside the structure, on the designated area at the northwest side of the building.
- (2) If there is live music or music from electronic equipment, control of the volume should be such as not to disturb surrounding residential homes (a “walk-around” in each direction with a test volume would help determine the proper level)
- (3) The group must provide its own trash containers and arrange for removal at the end of the event. The area should be broom swept and the tables and benches restored to original locations if they have been moved.
- (4) Temporary decorations (like birthday signage) may be permitted, *providing* the organizers do not attach the signage to the structure by tape, nails or other manner that can leave residue or incur damage. Use of string to tie to columns is permitted. The preferred method would be to attach signage to free standing stands.
- (5) By completing and signing the “Special Event Gazebo Area Usage Application”, the group contractually agrees to be responsible for any structure damage due to signage, relocation of tables/benches, or other damage caused by the accompanying activities.
- (6) The DRC reserves the right to require event insurance if the DRC determines such is necessary.

Special Events, Reserving the Area for a Limited Access Event

If the DRC determines that the group is a private function or “Special Event” which uses a major portion or the entire area of the Gazebo, then the group must:

- a. Complete the “Special Event Gazebo Area Usage Application” available at the HOA office. The form must be submitted to the HOA at least 10 working days before the special event.
- b. Satisfy any insurance requirements or local ordinances, stipulated on the form, if applicable to their group size and activity.
- c. Submit pre-payment of a “Cleanup/Damage Deposit”, the amount determined by the HOA up to \$100 based on the group size, length of time and activity of the event. The deposit is refundable if the group has adhered to all cleanup requirements and no damage has incurred to the gazebo area.
- d. If an outside vendor is brought to the Gazebo area to do catering, provide food preparation, or provide paid entertainment, then the vendor must attach copies of their business license, applicable insurance (if the HOA insurance carrier requires such) to the referenced Usage Application.
- e. If local ordinances require temporary portable toilet facilities due to the size or nature of the gathering, then the group organizers must provide such at their expense and coordinate the drop off and removal.

Reserved Rights and Indemnification

The HOA reserves the right to limit the day and time of the event, to set or waive a cleanup/damage deposit and to deny a special event, providing such denial does not violate Federal or State laws. If the HOA Insurance Carrier or Attorney determine that it is necessary for particular Special Events to sign an indemnification of the HOA due to the nature of the gathering, an additional form will be required.

As stated in the HOA Declaration of Covenants and Restrictions (Article XI, Section 11.03 “No Waiver of Future Approvals”), each decision rendered for a submittal to the DRC stands alone and does not set a precedent for future decisions, regardless of the contents of each submittal.