

SOUTHWIND REC. CENTER AND POOL ACCESS AND USE AGREEMENT AND ACKNOWLEDGMENT OF THE SOUTHWIND RULES AND REGULATIONS HOMEOWNERS HANDBOOK

This Agreement is between the Southwind at Lake Tahoe Homes Association (Association) and each Owner. This Agreement covers the Terms and Conditions for the Owners access and use of the Southwind Rec. Center and Pool (Rec. Center).

The Rec. Center will be under 24 hour surveillance and recording. If you lose your fob you need to notify the Southwind Management Company immediately so that the fob serial number can be deactivated. Cost of reissuing new fobs will be paid for by the Owner at a cost of \$50 per fob. Two fobs will be issued to each owner upon signing of this agreement.

Terms and Conditions:

By signing this Agreement the Owner agrees to comply with the Association rules for the use of the Rec. Center, posted signs and acknowledgement of the Southwind Rules and Regulations Homeowners Handbook (House Rules). The use of the term Owner includes the Owner's family, guests and renters. The term Rec. Center includes the physical Rec. Center, pool and other common areas within the community. The House Rules cover other rules and limitations throughout the Southwind community.

1. The Owner agrees to pay the Association the cost to repair any damage and the cost of cleaning required following the Owner's use of the Rec. Center. Fob serial numbers, cameras and recording devices will be used to determine when the damage occurred, the individual who damaged the property, and will be matched to the fob used to access the Rec. Center.
2. The Owner accepts all responsibility for any damages or injuries occurring during their use of the Rec. Center and agrees to hold the Association harmless from any liability due to their use of the Rec. Center.
3. Electronic key fobs will be used for access to determine responsibility for Rec. Center use and for any damages occurring during use. By allowing others to enter the Rec. Center during owner's recorded use time, the owner assumes responsibility for the other's behavior and any damages.
4. If Rec. Center damage occurred during concurrent owners use, the cost to repair the damage will be assessed to all concurrent users. If upon entering the Rec. Center, damage is discovered, the owner is required to report it immediately to the Association Management Company. **Failure to report damage does not release the Owner from liability.**
5. The Rec. Center is a facility available for use by all owners and their guests and is not for guests who prefer to "party" or have a tendency to ignore rules. While using the Rec. Center individual behavior is required to be consistent with other's right to use and enjoy the facility. Should an owner encounter any behavior that prevents his or her use of the Rec. Center, it must be reported immediately to the Association Management Company along with the date and time and details of the problem. After investigation, access will be suspended for behavior not consistent with a pleasant shared use of the Rec. Center. Unacceptable behavior includes but is not limited to: offensive language, loud music,

aggressive behavior, unattended children, not pleasantly sharing the facilities. All owners and their guests must follow the posted and handbook rules when using the facilities. A short list of rules is posted on the signs in the exercise room and at the pool. The failure of any owner to comply with these rules can result in a fob being deactivated and access **denied for a period of 30 days and a fine.** A re-activation fee of \$50 will be charged.

6. Owner's dues must be current and owners must be in good standing to have access to the Rec. Center. Any owner who is delinquent **60** days or more will have their fobs deactivated. When the account is restored to good standing, there will be a \$50 re-activation fee.
7. The security alarm will be activated at midnight daily and deactivated at 6:00 a.m. the following day. Entering or leaving during these hours will automatically cause the alarm to go off and security to be called

The undersigned acknowledges and agrees to the above. By signing this Agreement and entering the Rec. Center the undersigned agrees to accept all responsibility for all damages and injuries occurring during their use of the Rec. Center and agrees to hold the Association and the Association Management Company harmless from any liability due to the use of the Rec. Center. **I also acknowledge that I have received a copy of the Southwind Rules and Regulations Homeowners Handbook (House Rules), that I have read the House Rules and will require each member of my family, guest or renter to read the House rules and that all will comply.**

Signature of Owner

Date: _____
Fob Nos. _____ & _____

Signature of Association Manager

Date: _____