

SOUTHWIND RECREATION CENTER RENTAL RULES AND REGULATIONS

The SOUTHWIND RECREATION CENTER may be reserved for the use of SOUTHWIND HOMEOWNERS ASSOCIATION Members, their resident family members and their guests and invitees.

The Upper level, together with the deck may be reserved by homeowners for private use by the homeowner and his/her guests and invitees. The basement exercise/gym area or pool may not be reserved by homeowners. There is no exclusive pool use. Pool may only be used during regular pool/ hot tub hours. Absolutely no after hours pool/ hot tub use is permitted.

To be eligible for such privilege, a Member reserving SOUTHWIND RECREATION CENTER must be current in the payment of standard fees, and special assessments, and must have no outstanding violations of the SOUTHWIND HOMEOWNERS ASSOCIATION By-laws.

A resident who reserves the SOUTHWIND RECREATION CENTER for private use must be in attendance at all times during the period of private use of the SOUTHWIND RECREATION CENTER.

A HOMEOWNER MAY NOT RESERVE USE OF THE RECREATION CENTER ON BEHALF OF A NON-RESIDENT.

Reservations will be reviewed on a first-come, first-served basis. The Board of Directors reserves the right to establish further rules and regulations for use of the SOUTHWIND RECREATION CENTER and temporarily restrict private use of the SOUTHWIND RECREATION CENTER when, at the Board of Directors' discretion, a private use is not in the best interest of the SOUTHWIND HOMEOWNERS ASSOCIATION.

II. HOURS OF AVAILABILITY

The SOUTHWIND RECREATION CENTER may be reserved between the hours of 7:00 A.M. and 11:00 P.M. from Monday through Thursday and 7:00 A.M. and 12:00 A.M. (Midnight) Friday. No Saturday, Sunday or Holiday rentals will be approved. The permitted hours of use may be changed by the Board of Directors from time to time at its discretion.

No consecutive day rentals will be approved. Requests for exceptions will be at the discretion of the board of directors.

III. RESERVATION PROCEDURES

Reservations must be made for all private use of the SOUTHWIND RECREATION CENTER. The SOUTHWIND HOMEOWNERS ASSOCIATION will accept requests

for reserved use of the Recreation Center and shall maintain a calendar of all reserved uses.

The SOUTHWIND HOMEOWNERS ASSOCIATION shall review and approve/disapprove all requests for reserved use of the SOUTHWIND RECREATION CENTER.

Approval shall be based upon availability as shown on the calendar for the SOUTHWIND RECREATION CENTER and at the discretion of the Board.

An applicant will be notified within 10 working days after submission of all required reservation forms as to the status (approval or disapproval) of the reservation.

All requests for rental of the SOUTHWIND RECREATION CENTER should be made through the SOUTHWIND HOMEOWNERS ASSOCIATION OFFICE.

Reservations for private use of the SOUTHWIND RECREATION CENTER may be made no more than six (6) months and no less than fourteen (14) days in advance of the event.

Reservations for private use of the SOUTHWIND RECREATION CENTER shall not be effective until the SOUTHWIND HOMEOWNERS ASSOCIATION endorses an Application Form, and the Resident payment of the required rental fees.

A copy of a SOUTHWIND RECREATION CENTER Rental application is attached.

The Board of Directors has waived this requirement for reserved use of the SOUTHWIND RECREATION CENTER by the Board of Directors and by authorized standing committees, when such groups meet on a regularly scheduled basis. Such regularly scheduled meetings should be reflected on the SOUTHWIND RECREATION CENTER's calendar of reserved uses in order to avoid any conflicts in schedules.

If discrepancies or disputes occur, the Board of Directors shall make the final decision to approve or deny an application. In the case of a denial, any rental fees shall be returned to Applicant as soon as possible.

IV. RENTAL/CLEANING FEES

A cleaning fee shall be required for all reserved uses of the SOUTHWIND RECREATION CENTER, except for meetings of the Board of Directors and authorized standing committees. Cleaning will be done by a vendor selected by the Southwind Homeowners Board of Directors.

The amount of the rental fee shall be **two hundred fifty dollars (\$250.00) per day** and a required cleaning fee of **one hundred fifty dollars (\$150.00)**.

Rental to non-members of the SOUTHWIND HOMEOWNERS ASSOCIATION shall be at the sole discretion of the SOUTHWIND HOMEOWNERS ASSOCIATION Board of Directors. The amount of the rental fee for non-members shall be **Two Thousand Dollars (\$2,000.00) per day** and a cleaning fee of **Two Hundred Fifty Dollars (\$250.00)**.

The rental fees and cleaning fees should be made payable to the "SOUTHWIND HOMEOWNERS ASSOCIATION"

Excess cleaning fees, if any, will be refunded within thirty (30) working days following the reserved use of the SOUTHWIND RECREATION.

If damages are sustained to the SOUTHWIND RECREATION CENTER or other Common Areas of the SOUTHWIND RECREATION CENTER as a result of the reserved use, the homeowner who reserved the facility is responsible for the full cost of damages and related repairs, including loss of use, if any.

If additional cleaning costs or damages exceed the amount of the cleaning fee, the homeowner who reserved the facility will be billed for the additional amount. If such amount is not paid within fifteen (15) days of the date of an invoice for payment, no further reservations for use of the SOUTHWIND RECREATION CENTER by the homeowner will be accepted until payment is made in full. Further, the Board of Directors, at its discretion, may suspend the right of the homeowner and member's of the homeowner household to use the SOUTHWIND RECREATION CENTER'S amenities until payment is made.

The SOUTHWIND HOMEOWNERS ASSOCIATION reserves the right to take all appropriate legal action, including but not limited to litigation, and to secure a Statement of Lien against the homeowner in the amount of any invoice for damages exceeding the amount of the cleaning fee, together with all the interest accruing thereon at a rate of ten percent (10%) per annum compounded daily from the date of the invoice, costs and all attorney's fees incurred by the SOUTHWIND HOMEOWNERS ASSOCIATION in recovering such sum.

The Board of Directors may change the rental fees from time to time by general Resolution of the Board of Directors duly adopted.

Reservations may be canceled without penalty a minimum of thirty (30) days prior to the scheduled activity, in which the full amount of the rental fee and cleaning fee shall be refunded in full.

A fee of \$100.00 will be charged for any reserved use which is canceled less than thirty (30) days prior to the scheduled activity.

All refunds will be disbursed on or before thirty (30) days after the satisfactory completion of the final inspection and/or any repairs resulting from the use of the SOUTHWIND RECREATION CENTER are complete.

V. GENERAL CONDITIONS OF USE

No admission fees or any fund transfer which might be construed as admission fees whatsoever shall be collected for use of the SOUTHWIND RECREATION CENTER by any homeowner, for normal day to day use.

Occupancy of the SOUTHWIND RECREATION CENTER shall not exceed legal limits of 139 persons.

Any activity to be attended by persons less than 18 years of age shall be chaperoned. All chaperons shall be 25 years of age or older, and there shall be one chaperon for each ten persons under the age of 18 present within the SOUTHWIND RECREATION CENTER at all times of reserved use. One chaperon must be the homeowner.

All SOUTHWIND RECREATION CENTER furniture and equipment shall be returned to its original location following each reserved use, and, under no circumstances, shall furnishings or other equipment belonging to the SOUTHWIND HOMEOWNERS ASSOCIATION be removed from the SOUTHWIND RECREATION CENTER.

If decoration, Auxiliary lights or sound equipment are contemplated for use during any reserved time, the SOUTHWIND HOMEOWNERS ASSOCIATION shall be notified three (3) days in advance. The SOUTHWIND HOMEOWNERS ASSOCIATION reserves the right to conduct an inspection of the decorations or equipment to be used, by a representative of the 7 Springs Fire Department or by a licensed Somerset County Electrician. A fee to cover the cost of such inspection shall be levied against the homeowner.

Absolutely no objects such as nails, tacks, adhesive tape, candles, or substance which cause permanent damage shall be placed on the walls or window surfaces. Any and all decorations shall be fireproof, and shall be removed immediately following the reserved use of the SOUTHWIND RECREATION CENTER.

Under no circumstances shall any group make any structural or electrical alterations to the SOUTHWIND RECREATION CENTER.

Paints, acids, and all other supplies which present a clear damage potential are prohibited from the SOUTHWIND RECREATION CENTER at all times unless present in conjunction with maintenance or repair of the Community Center authorized by the Board of Directors.

The Homeowner is responsible for leaving the SOUTHWIND RECREATION CENTER

in a clean and orderly state with all furniture neatly arranged in its original location, all personal belongings, such as decorations, food, cooking utensils, etc., removed from the SOUTHWIND RECREATION CENTER and all trash placed in containers or plastic trash bags and deposited in the appropriate receptacles located outside the center.

The Homeowner shall know how to use the SOUTHWIND RECREATION CENTER's fire alarm system and the location of the system and how to operate the fire extinguisher on the premises.

All lights shall be turned off at the end of each reserved use.

A thorough inspection of the SOUTHWIND RECREATION CENTER shall be made by the Homeowner at the end of each reserved use, including inspections of the bathrooms and kitchen. All appliances shall be turned off. All exterior doors shall be closed and locked.

The Homeowner must be present at all times during the scheduled activity, in case of a private reserved use, and is responsible for the conduct of all guests, invitees and attendees.

Smoking is not permitted inside the SOUTHWIND RECREATION CENTER or on the grounds thereof.

VII. PRE-USE AND POST_USE INSPECTIONS

For all uses of the SOUTHWIND RECREATION CENTER, except for use by the Board of Directors, there will be a pre-use inspection of the SOUTHWIND RECREATION CENTER by a representative of SOUTHWIND HOMEOWNERS ASSOCIATION during business hours preceding the rental.

Following the reserved use of the SOUTHWIND RECREATION CENTER, a post-use inspection of the center will be conducted by a representative of the SOUTHWIND HOMEOWNERS ASSOCIATION to ascertain if any new damage has been sustained as a result of the homeowner's use of the SOUTHWIND RECREATION CENTER.

The judgment of the SOUTHWIND HOMEOWNERS ASSOCIATION representative in all such decisions may be appealed to the Board of Directors. The decision of the Board of Directors is final.

SOUTHWIND HOMEOWNERS ASSOCIATION representatives authorized to conduct pre-use and post-use inspections shall include members of the Building and Grounds Committee when established, representatives of the SOUTHWIND HOMEOWNERS ASSOCIATION Managing Agent, and members of the Board of Directors or any other person authorized by the Board of Directors to perform such inspection.

VIII. LIABILITY

The SOUTHWIND HOMEOWNERS ASSOCIATION, its Directors, Managing Agent, Officers, and employees assume no responsibility for the personal property of anyone using or attending an event at the SOUTHWIND RECREATION CENTER. The homeowner shall remove all such personal property from the premises at the conclusion of the reserved use unless prior written arrangements have been made with the SOUTHWIND HOMEOWNERS ASSOCIATION Board of Directors.

The Homeowner and all users of the SOUTHWIND RECREATION CENTER during a time of reserved use will be responsible for adherence to the SOUTHWIND HOMEOWNERS ASSOCIATION's Declaration of Covenants, Articles of Incorporation and By-Laws, including all amendments thereto, the Rules and Regulations of the SOUTHWIND HOMEOWNERS ASSOCIATION and specifications of the SOUTHWIND RECREATION CENTER Rules and Regulations.

It is understood and agreed that the Homeowner and all attendees agree to indemnify the SOUTHWIND HOMEOWNERS ASSOCIATION, its Directors, Officers, Agents and Employees, and hold them harmless from and against any and all liabilities, damages, expenses, causes of action, suits, claims and judgments and costs of defending any such causes of action, suits, claims or judgments, including all attorney's fees and court costs, arising from injury to person or property occurring in or about the SOUTHWIND RECREATION CENTER and upon the adjoining sidewalks, streets and ways or wherever they may occur that in any way arise from the use of or attendance at an event at the Center or which may arise from the SOUTHWIND HOMEOWNERS ASSOCIATION's ownership and operation of the SOUTHWIND RECREATION CENTER or, from any action or omission of the Homeowner, invitees, guests, attendees or any person from any cause whatsoever.

It is understood and agreed that, until legally such time as the Southwind Recreation Center and Pool/ Hot Tub are transferred to the Southwind HOA, all of the above indemnifications and liability waivers that apply to the Southwind HOA, shall also apply to the current owner, Seven Springs Farm Incorporated.

IX. EXHIBITS

Subject to the approval of the SOUTHWIND HOMEOWNERS ASSOCIATION Board of Directors, the language of the SOUTHWIND RECREATION CENTER Reservation Application Form, may change from time to time as needs warrant. The Board of Directors may approve language changes to these exhibits by general resolution duly adopted provided that such changes do not alter the substantive provisions of this Resolution.

TODAY'S DATE: ____ / ____ / ____
REQUESTED RENTAL DATE: ____ / ____ / ____ <i>**Completion of this form is not a confirmation of your reservation(s)</i>
Name:(Last, First, MI):
Home Address:
Southwind Address (if applicable):
Home Telephone Number:
Work Telephone Number:
Cell Phone Number (Required & must have at function for emergency purposes):
E-Mail Address:
Nature of Event:
Anticipated Attendance #:
Age Range of Attendees (Chaperones may be necessary):
Special Requests:
*** FOR OFFICE USE ONLY ***
TYPE OF PAYMENT:
Rental Fee: \$_____ Date___/___/___ Rec'd By:_____
Cleaning Fee: \$_____ Date___/___/___ Rec'd By:_____
**** SOUTHWIND RECREATION CENTER RENTAL I have read and understand and agree with the attached "SOUTHWIND RECREATION CENTER" Rules and Regulations.
Signature of Applicant: _____ Date: ____/____/____