

RULES REGARDING RENTAL OF CLUBHOUSE AT KENDALL BREEZE WEST

Effective Date: December 10, 2013

The Board of Directors (the "Board") of Kendall Breeze West Homeowners' Association, Inc. (the "Association") has enacted, at a duly-called meeting of the Board and pursuant to Article IV, Section 4, Paragraph B(1) of the Declaration of Covenants and Restrictions for Kendall Breeze West (the "Declaration"), the following Rules and Regulations in connection with the rental of the clubhouse at Kendall Breeze West:

1. Any resident in good standing who is not in violation of any of the Association's Governing Documents, which shall include a property owner over the age of eighteen (18) years whose obligations to the Association are not delinquent by more than thirty (30) days, and Association-approved lessees whose obligations (if any) to the Association are not delinquent (all collectively the "Applicant"), shall be permitted to rent the Grand Room and/or the Meeting Room, and/or any combination thereof (all collectively the "Facilities"), for their exclusive use for private special events, for a single day or any portion thereof, or for an entire weekend, for their own personal use or for the use of a member of their immediate family. No portion of the pool, pool deck, pool overhang, basketball courts, or parking areas shall be subject to rental at any time.
2. Association functions shall have priority over private use by any Applicant. For official meetings and official functions of the Board of Directors, Committees, and the Association there shall be no charge for the use of the Facilities.
3. All requests to rent the Facilities must be received in writing by the property manager no later than fifteen (15) days prior to the scheduled event (but no more than one year in advance). Late submissions will be accepted in the sole discretion of the Association, depending on whether the Association has a reasonable amount of time in which to properly accommodate the request.
4. All requests to rent the Facilities shall be submitted to the Association's property manager on a form provided by the Association, which may be changed from time to time by the Association. Requests can be submitted by dropping off the form to the on-site security office, by delivering the form to the off-site property management office, or by sending the form via electronic mail to an address as may be provided by the property manager. Applicants are responsible for making sure that their request forms have been properly received by the property manager. Requests shall be noted and filed by the property manager and marked on a calendar maintained for this purpose by the property manager, on a first-come, first-served basis. Reservation requests shall not be accepted unless accompanied by payment of all required fees and deposits, and receipt of a fully executed application form. Any changes to approved reservations must be communicated to the property manager for approval as soon as reasonably possible, but in no event less than five (5) days prior to the date of the event. Notwithstanding the foregoing, an Applicant may request a one-time courtesy hold for a specific date for a period of no more than five (5) business days. If a completed application and all required fees are not received by 9:00am ET on the morning of the sixth (6th) business day following the courtesy hold, the courtesy hold shall be released and the date shall no longer be guaranteed.
5. The property manager must receive written notice as to the cancellation of any accepted reservation no later than ten (10) days prior to the scheduled event date. Cancellations received less than ten (10) days prior to the scheduled event will result in the forfeiture of the non-refundable rental fee.
6. The Facilities may only be reserved for private, non-commercial events. The following events shall not be permitted to take place at the Facilities: (a) any event that might imply or infer partisanship or political support of any candidate, political party, or any group on the part of the Association, (b) any event containing advertising; (c) any event where an admission fee is charged (including but not limited to classes where fees are charged); (d) any sporting, fitness, etc. event; (e) any event that could reasonably be considered vulgar, obscene, pornographic, offensive, or defamatory to any individual or group; and/or (f) any illegal activity.
7. The Applicant must be personally present during the entire time that the Facilities are reserved. Applicant may access the clubhouse up to four (4) hours prior to the scheduled event for the purposes of set-up. In the event an Applicant wishes access to set up the day before, such access will be subject to availability, and payment by the Applicant of any additional costs incurred by the Association in allowing such earlier access. For weekend rentals, the Applicant will have access beginning Friday afternoon and ending Monday morning of that respective weekend.
8. The Applicant renting the Facilities shall be provided with keys to access the Facilities for purposes in connection with the rental. Keys must be picked up from and returned to the property manager's office at the times designated. Keys may not be provided to anyone other than an Applicant, and shall not be provided by the Applicant to anyone else (including but not limited to vendors). Applicant agrees to pay for all costs incurred by Association in connection with lost keys or damaged access control property, including but not limited to the costs incurred in order to re-key, repair, and/or replace locks or access equipment.
9. The Association shall not be responsible for providing security, crowd control, valet parking, lifeguards, or supervision in connection with the scheduled event. Applicant understands that Applicant is solely responsible for providing these items.
10. Prior to the use of the Facilities by the Applicant, the Association's designated representative shall inspect the Facilities. The Association's designated representative shall re-inspect the Facilities after the scheduled event. If the Facilities are in their original condition and there are no other charges owed to the Association by the Applicant, the security deposit shall be refunded. If the Facilities are not in their original condition or there are other charges owed to the Association by the Applicant, such costs and charges shall be deducted from the security deposit. Any amount then remaining in the security deposit shall be refunded to the Applicant. The Applicant shall pay any shortfall to the Association within three (3) days following the post-event inspection and the assessment of damages by the Association. The Applicant is responsible for cleanup immediately following the scheduled event, and must be such that the clubhouse is left in the same condition as it was in prior to the event.
11. Applicants are allowed to bring in furniture or furnishings at their own expense, and must remove such items by 12:00 noon on the day following the event. Any furniture or furnishings removed by the Applicant shall be returned to their original position, and in their original condition, immediately following the event. No furniture that is physically secured or attached to Association property, including but not limited to pool chairs and tables, shall be removed at any time.

12. All events shall be confined to the Facilities, or the specific portion thereof that has been reserved. However, use of nearby restroom facilities are permitted. The Applicant must advise all guests of the Association's rules, guest parking areas that are available, and rules related to parking (as more fully addressed in Paragraph 13 herein). All guests must go directly to the area where the event is taking place, and no wandering around the community, loitering, or making of disturbing noises shall be permitted. The event may not extend to any hallways or other common areas, inside or outside. Other common areas adjacent to the specific portion of the Facilities being rented may be used by others during the event.

13. On-site parking is extremely limited. Parking for the event shall be in designated guest spaces only. The Applicant is solely responsible for making arrangements for any additional parking that may be necessary, which shall be off-site. At no time may vehicles be parked in the roadways, blocking driveways on any Lots, or in such a way as to cause a nuisance to anyone else's enjoyment of the Association's common elements or the property of any Lot.

14. The number of persons permitted at the Facilities at any given time may not exceed the maximum number of persons allowed for such occupancy, per the Fire Department or any other authority/code having jurisdiction over the Facilities. As of December 10, 2013, the maximum number of persons permitted inside the clubhouse (the Grand Room and the Meeting Room combined) at any given time was 287 persons.

15. Events for minors (those under 18 years of age) are required to be continuously monitored, chaperoned, and supervised by the Applicant. Two (2) adults must be present for every ten (10) minors in attendance.

16. All food items brought onto the Facilities must be pre-cooked. No cooking of any kind, including but not limited to any open-flame cooking (e.g., barbecue grills), shall be permitted for any reason. No cooking appliances or devices (e.g., barbecue grills, electric grills, microwave ovens, etc.) shall be permitted at the Facilities at any time. Food warming trays must be used only under the strict, constant, and uninterrupted supervision of a properly trained caterer or attendant. No food or beverages shall be sold at any event. Smoking is prohibited at the Facilities, including the inside of the clubhouse and on the pool terrace and pool deck. Any possession and/or consumption of alcoholic beverages at the Facilities must be in compliance with all applicable laws pertaining to such possession and/or consumption. Notwithstanding the foregoing: (a) alcohol use shall be limited solely to the Grand Room and/or the Meeting Room only; (b) no alcohol shall be permitted on the Pool Terrace, the pool deck, or any other common elements; (c) no glass whatsoever shall be permitted on the Pool Terrace or the pool deck; and (d) no food or drink whatsoever shall be permitted in the pool.

17. No candles, bonfires, fire-pits, other open flames, explosives, or fireworks are permitted at any time, for any reason.

18. Use of the Facilities by the Applicant and all guests must at all times comply with all applicable laws and rules pertaining to such use. The Facilities shall not be used for any unlawful purpose, nor shall the Facilities be used in any manner that would unreasonably interfere with the rights, comforts, or convenience of others on or about the property or in the community. Music and other noise shall be maintained at a volume sufficiently low enough so as not to disturb others on or about the property or in the community. Playing of loud or amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the property. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. Doors and windows must remain closed during the event. The Applicant and all vendors and guests must comply with all applicable noise ordinances.

19. Any decorations must be applied in a manner so as not to cause any damage to any area of the Facilities. Decorations must not be attached to or hung from any fire sprinklers, ceilings, lights, or wallpaper, and must be fire retardant. The use of tape, nails, tacks, staples, and any substance or item which may cause permanent damage to the Facilities are not permitted to be used to attach decorations or other items to the walls, doors, door trim, windows, furniture, or any other surfaces at the Facilities.

20. Applicant agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, food, bottles, trash, decorations, etc., and to leave the Facilities in the same condition as was prior to the event. Nothing should be left in the refrigerator, and the garbage disposal must be empty. All trash and garbage should be properly bagged and sealed, and deposited in the outside trash containers. All spilled liquids or foods must be cleaned from all floors and surfaces. The event must end by the pre-designated time, at which time the Facilities must be restored to their original condition, vacated of all people, all lights turned off (except for one which should be left on), window shades placed in the "up" position, adjacent restrooms left in their original condition, doors locked, and the Facilities secured. The Facilities must be restored to their original condition no later than 12:00 noon the following day. Previous arrangements must be made with the property manager for vendors to access the property to remove any rented tables, chairs, or other items, if these items cannot be removed by 12:00 noon the following day. The Applicant must be present to communicate with all vendors delivering or removing items. No one from the Association will sign for any vendor deliveries or pickups at any time. The Association and its agents will not be responsible for any personal items, at any time. Any personal items left behind following the event shall be considered abandoned and will be removed for disposal.

21. Security for the Association shall document and immediately report any damage to the Facilities in connection with the scheduled event. Such report shall immediately be provided to the Association's property manager. Security is authorized to ask anyone to leave the Association's property that is causing a nuisance, or damage to the property of the Association or to others. Security is authorized to contact the police if deemed necessary in the reasonable judgment of security personnel.

22. The Association reserves the right, prior to or during the event, to immediately revoke any approval to rent the Facilities and to immediately suspend the rights of the Applicant and his/her guests to use the Facilities, and to require the Applicant and his/her guests to immediately vacate the Facilities, if it is determined that there was a misrepresentation made to the Association in connection with the rental of the Facilities, if there is any damage caused to the Facilities or any portion thereof, if excessive noise or other disturbance goes unabated after warning, or if there should occur any violation of any applicable laws, rules, and/or the Governing Documents in connection with the rental of the Facilities. Such determination to revoke or suspend the referenced use rights shall be in the sole and exclusive discretion of any member of the Board of Directors, and/or the property manager. In the event of any such revocation or suspension, the rental fee shall not be refunded.

23. Violation of any of the Governing Documents, including these rules, is grounds for prohibiting an Applicant from using the Facilities for a period of one (1) year, or for the Association taking any other action that may be permitted by the Governing Documents and applicable law.

24. The Applicant should be aware that Article IV, Section 13 of the Declaration provides as follows:

Section 13: Damage or Destruction of Common Area by Owner.

In the event any portion of the Common Area is damaged or destroyed by an Owner or any guests, tenants, licensees, agents or members of Owner's family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair such damaged area in a good and workmanlike manner in conformity with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association. At the discretion of the Association, the amount necessary for such repair shall become an individual assessment upon the Lot of the said Owner.

25. Applicant assumes sole and total responsibility for any property damage, injury, or accident to any person arising out of the rental and/or use of the Facilities. Applicant agrees on behalf of itself and its guests and invitees to release, defend, indemnify, and hold harmless the Association, its officers, directors, property managers, independent contractors, agents and/or employees, with respect to any and all claims and/or damages relating to any and all injury, disability, death, violations of law, or loss or damage to person or property, including attorneys' fees at both the trial and appellate levels, to the fullest extent permitted by law, arising out of Applicant's rental and/or use of the Facilities. Applicant represents and acknowledges that Applicant has a homeowner's insurance policy in force with liability coverage that will cover Applicant's rental of the Facilities. In the event of a claim, Applicant agrees that the Applicant's liability insurance coverage shall be primary. The name of the insurance carrier, the name of the insurance agent, and the policy number must be provided to and coverage confirmed upon submission of any application to rent the Facilities.

26. No pets shall be permitted at the Facilities at any time.

27. Rental costs and fees shall be as follows:

Rental Fees:

- a. Entire Facilities rental fee (Grand Room and Meeting Room): \$450.00 for unit owners (includes janitorial fee and up to eight (8) hours of security), \$550.00 for tenants (includes janitorial fee and up to eight (8) hours of security), all non-refundable;
- b. Grand Room rental fee: \$350.00 for unit owners (includes janitorial fee and up to eight (8) hours of security), \$400.00 for tenants (includes janitorial fee and up to eight (8) hours of security), all non-refundable;
- c. Meeting room rental (Monday through Friday, 9am to 5pm only): \$250.00 (unit owners and tenants, includes janitorial fee and up to eight (8) hours of security, non-refundable);

Additional Fees:

- d. Excessive cleaning may result in an additional fee as charged to the Association by its property management company); and
- e. Security deposit: \$150.00 for unit owners, \$250.00 for tenants (refundable following inspection by the Association, minus any costs incurred by the Association to repair damage and/or for excessive cleanup; refunds will be processed within 30 days following the scheduled event and a check mailed to the Applicant).
- f. All fees shall be paid via personal check, money order, or cashier's check. No other forms of payment shall be accepted.

28. These Rules may not be modified or waived by the property manager, security personnel, or any single member of the Board. These Rules may only be modified by action of the Board of Directors for the Association, at a duly called meeting and pursuant to the Association's governing documents. Any unauthorized modifications, exceptions, or waivers to these Rules, shall be of no force or effect, and shall not be binding on the Association.

29. These Rules shall not modify any portion of the Declaration, or the Association's Articles of Incorporation or By-Laws. The words used herein shall have the meaning as reflected in the Declaration, unless otherwise specifically stated to the contrary herein.

30. The foregoing Rules shall be applicable to all new applications to rent the Facilities received by the Association on or after December 10, 2013.

APPLICANT ACKNOWLEDGEMENT

I, _____ ("Applicant"), am a Unit Owner / Lessee (circle one) at Kendall Breeze West Homeowners' Association, Inc., and have read, understand, and agree to abide by the foregoing rules in connection with my rental of the Facilities, as more fully outlined herein.

Signature of Applicant

Date

Time

ASSOCIATION USE ONLY

Received by property manager on _____ at _____

Signature of property manager

Date

Time

KENDALL BREEZE WEST

Party Rental Information

1. Name of Homeowner/Tenant _____
2. Address of Homeowner/Tenant _____
3. Date of the Event _____
4. E-mail of homeowner/Tenant _____
5. Phone/Cell _____