

Effective: _____

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.
Pool and Clubhouse Facility Rules and Regulations

WHEREAS, in accordance with section 18.10 of the Declaration of Condominium (for Coach Homes, Carriage Homes and Garden Homes), the Board of Directors for Livingston Lakes Condominium Association, Inc. (the "Association") adopted the following Pool and Clubhouse Rules and Regulations ("Pool and Clubhouse Rules") on _____, 2021 regarding the common amenities depicted on Exhibit "A" attached hereto.

The Pool and Clubhouse Rules are supplemental to the provisions of the Declaration of Condominium (for Coach Homes, Carriage Homes and Garden Homes) at Livingston Lakes, Articles of Incorporation and Bylaws, Rules and Regulations and/or Policies and Procedures, and any amendments thereto (hereinafter collectively referred to as the "Governing Documents"). The Pool and Clubhouse Rules hereinafter enumerated are adopted by the Board of Directors pursuant to sections 18.10 of the Declaration and section 718.112(3)(a), Florida Statutes, and shall be deemed in full force and effect until amended by the Board of Directors. These Pool and Clubhouse Rules shall apply to and be binding upon all owners, their families, guests, lessees, invitees and licensees.

USE OF PREMISES (POOL, BBQ, CLUBHOUSE FACILITIES)

1. The pool area (including pool and pool deck) and pool facilities, BBQ area, clubhouse, fitness center, loggia and courtyard area (collectively the "Common Amenities") shall be used by Livingston Lakes residents and invited guests only. **Absolutely no outside guests are permitted in the Common Amenities unless accompanied by a Livingston Lakes resident.** The maximum number of invited guests, per Livingston Lakes unit, that can accompany a resident at the Common Amenities is four (4). Written approval from the Association is needed in advance before a resident may bring more than four (4) invited guests, per Livingston Lakes unit, to the Common Amenities.
2. The Common Amenities are open from dawn until 10:00 PM. Swimming is permitted only from **dawn until dusk.**
3. Pool load is a maximum of 38 persons.
4. No lifeguard on duty. All persons swim at their own risk. Children under the age of fifteen (15) must be accompanied by a responsible adult.
5. Persons who are not toilet trained are not permitted in the pool unless wearing watertight and leak-proof pants such as Pool Pals or equivalent. Any fecal contamination must be immediately reported to management
6. **NO ALCOHOLIC BEVERAGES** may be consumed in the pool and/or on the pool deck. Alcoholic beverages may only be consumed at the BBQ area, courtyard area, or clubhouse.
7. **NO GLASS CONTAINERS** or bottles are allowed at or within the pool area, BBQ Area,

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Courtyard area and/or loggia.

8. **NO ANIMALS** are allowed at or within the Common Amenities, except *service animals* are allowed in these areas with advance registration and approval from the Association. ****Emotional support animals are NOT service animals. Emotional support animals are NOT allowed at the Common Amenities.****
9. **NO RUNNING**, fighting, diving, or rough play in or near the Pool Area, loggia or BBQ Area. Ball/toy-throwing, screaming/yelling, playing loud music, and/or any disruptive behavior causing undue disturbance in/or about the Common Amenities will not be tolerated.
10. **NO SMOKING** is permitted at or within the Common Amenities (*indoor and outdoor*).
11. Pool loungers are available on a first come, first served basis and cannot be rented or reserved. Pool furniture is to be returned to its original location and all umbrellas must be lowered and tied when leaving the pool area.
12. Pool safety equipment, including any cleaning and sanitization supplies shall not be used for play. You are asked not to remove any safety equipment or cleaning supplies from the pool areas or surrounding facilities.
13. No professional coaching or swimming lessons are permitted in the pool without the advance written permission of the property manager.
14. The Association is not responsible for loss, damage, or theft of personal items brought to the Common Amenities.
15. Persons who fail or refuse to identify themselves to management, board member, security, or law enforcement shall leave the Common Amenities immediately.
16. The Association reserves the right to fine and/or ban or expel any or all objectionable persons from the Common Amenities, as well as to terminate the resident's use of the Common Amenities if it deems the use or conduct of persons using same objectionable. If the activities of the invited guests are creating a nuisance to the other residents in the Livingston Lakes community, the use of the Common Amenities will be terminated.
17. The clubhouse can be rented and used for private events by owners and their invited guests in accordance with the Clubhouse Rental Policies and Agreement attached as Exhibit "B". Please keep in mind the clubhouse rental does not include the pool area, BBQ area, loggia, or courtyard area.
18. **CLUBHOUSE/FITNESS CENTER**: All windows and doors to the clubhouse and fitness center must remain closed at all times.

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EXHIBIT "B"

CLUBHOUSE RENTAL AGREEMENT

1. The clubhouse can be rented and used for private events by owners and their invited guests, but the maximum number of persons attending the function shall not exceed twenty-five (25) guests. The pool area, BBQ area, courtyard area and loggia area cannot be rented or reserved nor can it be included with any clubhouse rental. The pool area, BBQ area, courtyard area and loggia are for the use and enjoyment of Livingston Lakes residents on a first come, first served basis.
2. The owner renting the clubhouse must be present at the private function for which they have reserved the clubhouse. The owners are not allowed to sponsor any function for a non-Livingston Lakes resident.
3. Fund-raising, corporate and commercial functions are prohibited from being held in the clubhouse. Owners may not require a payment or admission charge from any invited guests.
4. Reservations may not be made more than six (6) months prior to the Function. However, reservations must be made at least two (2) weeks prior to the function.
5. Owners are entitled to hold functions on a first come, first served basis.
6. The owners shall keep and maintain the clubhouse in an orderly condition and shall not decorate the clubhouse without the prior written consent of the Board of Directors. If the clubhouse, including any of its contents, shall be damaged during the term of this Agreement by the act, default or negligence of the owners or any of their agents, employees, guests or any person admitted to the function by the owners, the owners shall pay to the Association, immediately upon demand, such sum as may be necessary to repair any such damages exceeding the amount of the owner's damage deposit.
7. The function must be contained within the clubhouse, adjacent BBQ area and pool area. No guests or party staff shall be permitted to utilize any other areas of the Livingston Lakes community, including the fitness area. Owners acknowledge and agree that the pool area, BBQ area, courtyard area, loggia and surrounding amenities cannot be reserved for exclusive use.
8. No cooking shall be permitted in the clubhouse. The owners shall be fully responsible for the actions of any caterer or other vendors employed by owners and shall be responsible to ensure that all equipment is removed from the clubhouse immediately upon termination of the function. In addition, the owners shall provide the Association with certificates evidencing liability insurance coverage in such amounts that are reasonable and acceptable to the Association for any caterer and/or other vendors providing services for the function at least fourteen (14) days prior to the function. Any caterer and/or other vendors must execute a release, indemnification and hold harmless agreement in favor of the Association.

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9. All windows and doors must remain closed at all times during the clubhouse rental. The owners shall be fully responsible to ensure that all guests have vacated the clubhouse and the Association's property by the end of the function. **All scheduled functions shall terminate no later than 10:00 PM.**
10. The owners warrant and represent that they and their agents, guests and employees shall comply with all local laws, codes, ordinances and rules and regulations of any authority having jurisdiction over Livingston Lakes and all rules and regulations of the Association. Owners shall not engage in any activities, which may violate any provisions of the Association's insurance policies.
11. **NO** animals, fireplaces, trampolines, inflatable bounce houses, trains, or similar electrical and/or mechanical devices may be utilized within the Common Amenities or surrounding common areas. If owners hire any form of entertainment, owners must provide the Association with evidence that the individual and/or company hired by the owners has adequate insurance. Further, owners must obtain from the individual and/or company evidence of insurance coverage. The certificate of insurance obtained from said individual and/or company must list the Association as an additional insured.
12. Owners acknowledge, understand and agree that no live bands are permitted in the Common Amenities or surrounding common areas. Noise levels must be kept at a minimum. The function may not constitute a nuisance or annoyance to other residents in Livingston Lakes.
13. **Damage Deposit:** Owners shall be required to remit to the Association a damage deposit in the amount of \$500.00 for the function at least fourteen (14) days prior to the function. Such damage deposit must be remitted to the Association's Property Management Company, Paramount Property Management c/o Paige Berman. The damage deposit must be paid with a money order or cashier's check made payable to Livingston Lakes Condominium Association, Inc. Such deposit may be used by the Association to pay any expenses of cleaning and/or repairs or replacements required in connection with the use of the clubhouse for the function. If the Common Amenities or surrounding common areas, including any of the landscaping, or personal property or contents or any portion of the common areas, shall be damaged by the act, default or negligence of owner or any of owner's agents, employees, guests, vendors, invitees or licensees or any person admitted to the function by the owner, the owner shall pay to the Association, immediately upon demand, such sum as may be necessary to repair any such damages exceeding the amount of the owner's damage deposit.
14. **Fee:** The non-refundable fee for the exclusive use of the clubhouse shall be \$125.00 per function to cover all cleaning and/or administrative costs for the rental. Such fee shall be submitted to the Association Property Management Company at least fourteen (14) days prior to the function. The fee must be paid with a money order or cashier's check made payable to Livingston Lakes Condominium Association, Inc.

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15. Release and Indemnification: Owners hereby agree to indemnify and hold harmless the Association and its officers, directors, agents and employees from any and all losses, claims, damages, actions and liabilities, including, without limitation, claims for property damage, personal injury or death, arising from or connected with owners' use of the clubhouse or any other Association property or owners' violation of the Association's governing documents, rules and regulations or applicable law, code or ordinance with respect to the use of the clubhouse (including attorneys' fees at the trial and appellate levels) WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE, and owners hereby waive any claims covered by the foregoing indemnity, WHETHER CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS OR OTHERWISE. Owners' agreement to indemnify and hold harmless the aforesaid parties shall include attorneys' fees and costs actually incurred thereby, regardless of whether or not suit is brought, or any appeal is taken there from. Without limiting the generality of the foregoing, owners acknowledge and agree that neither the Association nor any of the other parties indemnified and held harmless above shall ever be deemed an insurer(s) against any loss, damage, injury or death occurring in or with respect to the use of the clubhouse, pool facilities and/or BBQ area. THE USE OF THE COMMON AMENITIES OR SURROUNDING COMMON AREAS IS AT ALL TIMES AT THE OWNERS' SOLE RISK.

16. Cancellation: The Association reserves the right to cancel this Agreement without notice in the event a hurricane watch or warning, or when other acts of God, catastrophe, medical crisis or pandemic, or unforeseen circumstances beyond the Association's control are present. In the event the Association exercises its cancellation rights hereunder, it shall return the owners' fee and deposit, and shall not be responsible for any costs, expenses or damages that may be incurred by the owners in connection with the canceled function.

IN WITNESS WHEREOF, the undersigned have executed this Clubhouse Rental Agreement as of the date and year first above written.

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION, INC.

By: _____

Title: _____

OWNERS:

EXHIBIT "A"

