

**LAKE PARK VILLAGE
RULES AND REGULATIONS
FOR CLUBHOUSE RENTAL**

The clubhouse at Lake Park Village is for the exclusive use of members of the Homeowner's Association. It serves as a meeting place for the Board of Directors and various committees. It is also available for private social events and functions held by Association members. The clubhouse is not available for public gatherings or regularly scheduled events/meetings. All private events must be sponsored by a homeowner that will assume full responsibility for the clubhouse. **In the event that a homeowner rents their unit and the renter wishes to utilize the clubhouse, the homeowner must rent it for them and submit this application on their behalf to include the deposit. The homeowner would ultimately be responsible for the actions of the tenants and their guests and any damages (if any) should they exceed the amount of the deposit. Any amount of damages exceeding the deposit amount will be charged to the homeowner's assessment account.**

Rental of the clubhouse does not reserve use of the pool area. **YOU MAY NOT UTILIZE THE POOL WITH A CLUBHOUSE RENTAL.** The arcadia doors to the pool area are locked and alarmed and **MAY NOT BE OPENED.** Tampering with the alarms will be considered **CRIMINAL DAMAGE** and dealt with accordingly. If you would like to have a pool activity, may we suggest Dobson Ranch Casita which does rent the pool and you are eligible as residents of Dobson Ranch.

The clubhouse is reserved on a first-come, first-serve basis. Please make reservations **thirty days** (30) in advance, through the management company. A signed contract, deposit and user fee are required to hold the reservation.

The user fee is \$25.00. This is collected to help offset the cost of the clubhouse upkeep. The security deposit is \$250.00 and is fully refundable if all contract requirements are met. Any damages in excess of the deposit will be billed directly to the owner's account. A certified letter with an itemization of the damages will be mailed to the owners.

The person reserving the clubhouse and/or sponsoring homeowner shall be responsible for the conduct of all guests and responsible for any damage done to Lake Park Village. Deliberate abuse of the clubhouse may result in loss of future reservation privileges.

Guest will be required to call the clubhouse from the main gate for access to the community. The main gate cannot be propped open. The clubhouse must be kept locked while not in use.

Unusual reservation plans must be approved in advance by the Board of Directors at a regularly scheduled Board Meeting. The Board of Directors typically meets the first Wednesday of the month at the clubhouse, but please contact the management company for the next meeting date.

The clubhouse **MAY NOT** be rented by anyone under the age of 21. Should any homeowner choose to sponsor an event for minors, it must be closely supervised by at least one adult **AND THE SPONSOR MUST BE PRESENT FOR THE ENTIRETY OF THE RENTAL.**

Please review the attached contract carefully; sign and return it with the required deposit.

**LAKE PARK VILLAGE
CLUBHOUSE RESERVATION AND INDEMNIFICATION AGREEMENT**

The undersigned owner/occupant of Unit# _____ in Lake Park Village Homeowner's Association (hereinafter "Resident") hereby reserved, and Lake Park Village Homeowner's Association, an Arizona non-profit corporation, (hereinafter "Association") hereby grants to Resident and Resident's family members and guests, the use of the recreation building constituting a portion of the Common Elements (hereinafter "The Clubhouse") for a period commencing at _____ and ending at _____ on _____ subject to, and upon the following

terms and conditions:

1. Definitions: Unless the context requires otherwise, all terms used herein shall have the same meanings as set forth in that certain Declaration of Covenants, Conditions and Restriction ("Declaration") for Lake Park Village, recorded July 6, 1979, at Docket #13749, Pages 49-100 of the records of the County Recorder of Maricopa County, Arizona.
2. Reservation Fee/Security Deposit: Resident tenders to the Association, by personal check, money order or direct billing to Resident's account, the sum of \$25.00 which all be for the use of The Clubhouse; and the sum of \$250.00 which shall be held by the Association as a security deposit and shall be refundable to resident upon compliance with all terms and conditions of the agreement.
3. Use of The Clubhouse: Resident's right to use The Clubhouse is subject to the following conditions and restrictions:
 - a. Occupancy of The Clubhouse shall be limited to not more than 68 (sixty-eight) persons. All persons occupying The Clubhouse during the period of this reservation shall be subject to and shall observe all rules of conduct and other terms and provisions contained in the Declaration, the Articles of Incorporation, the Bylaws, and the general rules and regulations of the Association.
 - b. After 10:00 p.m. no shouting, loud noises or other sounds attributable to the use of The Clubhouse pursuant to this agreement shall be audible from outside The Clubhouse. At no time shall activities be permitted that would be likely to disturb other residents in the vicinity of The Clubhouse.
 - c. At midnight, Resident's right to use The Clubhouse shall terminate, and The Clubhouse shall be vacated.
 - d. Resident shall ensure that The Clubhouse is completely cleaned and restored to its condition immediately prior to Resident's use, by noon of the following day.
 - e. This reservation shall not include exclusive use of the pool which shall, at all times, remain available for the use of other residents, their families and guests.

4. **Liability/Indemnification:** Resident hereby expressly assumes all responsibility for and agrees to indemnify and hold the Association harmless from and against any and all loss, damage and liability, including without limitations, property damage and/or personal injury caused by negligence or intentional misconduct arising in any way from, or out of, this reservation or the use and occupancy of The Clubhouse, Resident's family and guests, or any other person whomsoever, during the period of this reservation. In the event of any such loss, damage or liability, the Association may use, apply, or retain all and any portion of the security deposit for any sum which the Association may be required to spend to correct such action as noted. However, that resident's liability shall in no event be limited by the amount of the security deposit. In the event of damage to The Clubhouse, the Association shall be entitled to proceed against Resident in accordance with paragraph 9 of the Declaration.

5. **Clubhouse Unusable:** In the event that The Clubhouse becomes unusable or unavailable for any reasons whatsoever, the Association shall bear no responsibility for any loss, damage, or inconvenience to residents as a direct or consequential result thereof.

6. **Non-Assignment:** The rights of use created herein shall not be transferable to anyone without the prior written approval of the President or Acting President of the Association. Any attempts to transfer such rights of use shall render this agreement voidable and any security deposit paid shall be automatically forfeited.

7. **Association Right to Cancel:** The Association reserves the right to cancel any reservation, at their discretion, by providing 10 (ten) days prior written notice to Resident. In the course of conducting Association affairs, the Board of Directors may determine that it is necessary to use The Clubhouse to conduct Association business. In such event, all reservation fees and security deposits will be refunded to the Resident.

BY RESIDENT: I hereby attest that I have read the above agreement, have received a copy of said agreement at the time of signing, and am of legal age (21 years or older) to sign said agreement.

Date: _____

By: _____ Unit# _____

Signature

Printed name

IN WITNESS that the agreement was duly executed this _____ day of _____, 20____.

By: _____
Agent for Lake Park Village Homeowners Association