

### 3.4 COMMUNITY ROOM

3.4a: Reservations: The Community Room is available for use by reservation only. Reservations must be made through the Property Manager no less than seven (7) days in advance and are subject to prior reservation.

3.4b Use Prohibited if Assessments Delinquent: The Community Room cannot be reserved or used by a unit owner whose account is delinquent.

3.4c Categories of Usage; There are three categories through which the Community Room can be used: (a) All or nearly all family attendance (ie at least 50% family attendance) (b) Over 50% non family attendance, (c) Non-family or usage for a business function.

(a) The requirements for family usage include a Community Room Use Agreement (See exhibit A) and evidence of a form HO-6 (Condominium Unit Owners Policy) or its equivalent filed with the Property Manager for a minimum of \$500,000/occurrence. There is no fee or Security Deposit required in this category of usage.

(b) The requirements for partial family attendance event with an attendance of over 50% non family includes the Community Use Agreement, a use fee of \$50 and cleanup fee of \$50, and the Condominium Unit Owners Insurance Policy Coverage E for a minimum of \$500,00/occurrence.

(c) The requirements of a non-family or business function in the Community Room includes a Community Room Use Agreement, a Security Deposit of \$250, a use fee of \$50/hour and a Special Event Insurance policy with a minimum limit of \$1,000,000/occurrence.

3.4d Two Checks Required : The Unit Owner must submit one check for the Security Deposit (if one is required) and one check for any use or cleanup fees made out to Meadowlake Condominium Association.

3.4e Community Room Hours: Use of the Community Room is limited to the hours between 9:00 AM and 11:00 PM each day.

3.4f Violation of Laws Prohibited: Use of the Community Room must not violate and Federal, State or local laws or ordinances. The Northfield Fire Department has set the room capacity at 75 people for a sit down dinner although that number may increase to 175 for a cocktail function requiring few tables. At no time should the number of guests exceed that number.

3.4g Alcoholic Beverages : These may be used only if the insurance policies noted above have been provided to the Property Manager with the indicated Personal Liability Coverage minimum limits.

4.4h Use of Other Clubhouse Facilities: An approved Community Room reservation does not permit use of the pool, the whirlpool or the exercise room. A unit

Owner may use these facilities in connection with a Community Room reservation only if the Board, through the Property Manager, approves such use in writing prior to the event.

3.4i When Property Manager May Authorize Use of Pool: If prior written approval has been obtained from the Property Manager, a party consisting of ten or fewer persons may use the pool provided that (a) at least three (3) are adults over the age of 21, (b) wet swim ware is not worn in the Community Room, and (c) all other rules pertaining to use of the pool and/or whirlpool are observed at all times. The Property Manager may withhold approval if the party is scheduled to occur on a holiday or holiday weekend.

3.4j Other: Only a resident of Meadowlake may reserve the Community Room and must be present throughout its use.

3.4k The Meadowlake Board is responsible for the appearance of the Clubhouse and for how it is decorated/. Owners are not authorized to install items and/or store personal property in the Clubhouse. Owners who wish to donate books must first contact the librarian before leaving books in the clubhouse. Owners who wish to donate other items must first obtain Board approval.

If personal property is left at the Clubhouse will attempt to determine ownership and request its timely removal. Property of unknown ownership and/or deemed to be abandoned will be disposed of by the Property Manager.

**EXHIBIT A**

**MEADOWLAKE CONDOMINIUM ASSOCIATION COMMUNITY ROOM USE AGREEMENT**

THIS AGREEMENT is entered into on (date) \_\_\_\_\_ by and between the Meadowlake Condominium Association (hereinafter "Association") and the following Unit owner(s) \_\_\_\_\_ who reside at \_\_\_\_\_ Arbor Lane, Unit# \_\_\_\_\_, (hereinafter "Unit Owner(s)").

WHEREAS, Unit Owner(s), having read rules 3.4a through 3.4k (attached), have notified the Association of their desire to use the Community Room located in the Association's Clubhouse on \_\_\_\_\_, between the hours of \_\_\_\_\_ and \_\_\_\_\_ via this completed form, together with a check in the amount of \$150 for security deposit and a second check for the appropriate user fee as set forth in rule 3.4e; and

WHEREAS, the Association has determined that the date and time requested are otherwise acceptable, that the Certificate of Insurance provided by the Unit Owner(s) meets with the Association's requirements, and that the Unit Owner(s) Assessment Account is current;

1. **HOURS OF USE AND ALARM SYSTEM:** The Unit Owner(s) agree and understand that in accordance with the current Meadowlake Rules, the Community Room may not be used in the morning before 9:00am or in the evening after 11:00 on any day. In addition, Unit Owner(s) understand that an alarm system is installed in the Clubhouse, and that it is automatically activated at the following times:

Between 11:00pm and 5:00am Sunday through Saturday

The Unit Owner(s) understand that they are responsible for ensuring that they and all of their guests have left the Clubhouse prior to activation of the alarm system. Unit Owner(s) agree that in the event that the Association incurs any cost whatsoever due to Unit Owner(s) failure to ensure that they and their guests have left the Clubhouse prior to alarm activation, the Unit Owner(s) will be liable to the Association for all such costs incurred including fire alarm company and fire department fees and costs.

2. **COMMUNITY ROOM USE, ONLY:** This Agreement is for use of the Community Room only and does not allow Unit Owner(s) or guests to use the pool or Jacuzzi area nor any other area of the Clubhouse other than the wash rooms. No Unit Owner may, use the pool area when they hold a social or other function in the Community Room without specific written consent.

If a Unit Owner(s) wishes to use the pool area in connection with the Community Room, Unit Owner(s) must request in writing, to the Property manager and provide the following information:

- A. The number of guests who will attend the party and their approximate ages,
- B. The date and time of the proposed use of the Clubhouse facilities,
- C. The number of supervising adults, if the children under the age of sixteen will be using the pool area, and
- D. Any other information that the Property Manager requests. It is strongly recommended that such written requests be submitted to the Property Manager at least thirty (30) days before the event is scheduled to occur.

Unit Owner(s) understand that if written approval to use the pool area is granted,

- A. Unit Owner(s) is responsible for the failure of their guests to observe all Clubhouse Rules.
- B. Unit Owner(s) and their guests may not enter the Community Room with wet garments, and
- C. The Exercise Room may never be used in connection with a social function.

In addition, Unit Owner(s) understand that even if they receive written permission to use the pool area, they may not have exclusive use of the pool area, and other Meadowlake Unit Owners are free to use the pool area during the event.

3. DEPOSIT PARTIALLY OR TOTALLY NON-REFUNDABLE: The check for the security deposit must be in the amount of one hundred fifty (\$150.00) dollars. Following the event, the one hundred fifty (\$150.00) dollar security deposit will be returned to the Unit Owner, less the cost of any damage, upon inspection. Unit Owner(s) understand that if the Board determines that any damage has occurred to any area of the Clubhouse, as a result of Unit Owner(s) use of the Community Room or other areas of the Clubhouse, then, at the sole discretion of the Board, the entire deposit, or a portion thereof, may be withheld in order to pay for repairs. In the event that the amount of damage exceeds the amount of the \$150.00 deposit, Unit Owner(s) agree that such amount will be billed as an additional assessment, due and payable with the next regular assessment. Unit Owner(s) understand that the Community Room use fee is non-refundable.
4. END OF COMMUNITY PROCEDURES, GARBAGE: Unit Owner(s) agree to perform the following tasks at the end of the function, and before leaving the Clubhouse:
  - A. All lights, fans, and kitchen appliances must be turned off,
  - B. All sliding glass doors in the pool area must be closed and locked,
  - C. All of Unit Owner(s) personal property must be removed, and all garbage must be secured in heavy-duty plastic garbage bags and disposed of in dumpsters.

Please remember to leave sufficient time to perform these tasks before alarm system is activated.

5. SMOKING: Smoking is not permitted in the Clubhouse.
6. COMMUNITY ROOM FURNITURE, USE OF CLUBHOUSE TERRACE: Unit

Owner(s) understand that under no circumstances may Community Room furniture be moved out of the Community Room or onto the Clubhouse patio for any reason whatsoever. Prior written permission to use the patio in connection with a Community is required. If Unit Owner(s) want to use a barbecue grill or the Clubhouse patio for their function, or if they desire to use the patio for any other purpose, a written request must be submitted to the Property Manager, providing relevant details including the date, time number of guests, and purpose of use. It is recommended that such request be submitted at least thirty (30) days before the proposed use.

7. MUSIC: Unit Owner(s) understand that they may provide music in the Community Room; however, such music may not be so loud that it disturbs those in the Pool Area or in adjoining units.
8. DECORATIONS AND FOOD: Decorations are permitted inside the Community Room only. No signs or decorations may be posted anywhere around Meadowlake. All food, decorations, garbage and other personal property belonging to Unit Owner(s) or their guests must be removed from the Community Room at the end of the Community. Unit Owner(s) understand that this is extremely important because another unit owner may have scheduled the use of the Community Room the next morning, or within an hour or two of this function.

Unit Owner(s), by signing below, acknowledge that they understand this Agreement, and that they fully abide by its terms. Unit Owner(s) also acknowledge that their failure to adhere to the Rules stated herein and to all other Meadowlake Rules relating to the use of this Clubhouse (attached), may result in additional fines, or in the suspension of the Unit Owner(s) Clubhouse privileges.

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Date of Use

\_\_\_\_\_  
Unit Number & Address

\_\_\_\_\_  
Type of Function

Will Food be served (Y) (N)

Estimated Number of Guests: \_\_\_\_\_

Will alcohol be served (Y) (N)

Start Time: \_\_\_\_\_

Finish Time: \_\_\_\_\_