#### **RESOLUTION 2022-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE SATORI CLUB RULES AND REGULATIONS; ADOPTING THE CLUB SCHEDULE OF HOURS OF OPERATION, DUES, FEES AND CHARGES, AREAS AND FEES FOR RENTAL, AND POLICIES, PROCEDURES AND REGULATIONS; RATIFYING AND ADOPTING THE AMENDED AND RESTATED SATORI CLUB CLUB PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Centre Lake Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Miami Lakes, Miami-Dade County, Florida; and

WHEREAS, the District has recently acquired and become the owner of the Satori Club and the real property upon which it is situated, which property is more particularly described as Tract R of Dunwoody lake Plat, as recorded at Plat Book 172, Page 35 in the Public Records of Miami-Dade County, Florida (the "<u>Club Property</u>"); and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board has determined that is necessary to adopt those certain rules and regulations pertaining to the use of the Satori Club and the Club Property, as well as a schedule of hours, and facility rental policies governing the use of the Clubhouse and its various recreational facilities, amenities and areas, providing for membership provisions, providing for suspension for violations of the Satori Club Rules and Regulations; and

WHEREAS, the District Board has further determined that is necessary to adopt those certain rates, fees and charges pertaining to non-resident membership, annual fee, guest pass fees, lease application processing fees, membership card fees, facility rental fees and deposits, and such other fees as provided herein; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address certain the adoption of the Satori Club Rules and Regulations (the "Club Rules") and the Club Schedule of Hours of Operation, Dues, Fees, and Charges, Areas & Fees for Rental, Rental Policies, Procedures and Regulations (the "Club Schedule"), as contemplated herein; and

WHEREAS, at the time the District acquired the Club Property on December 14, 2021 and with the approval of the District Board, the Amended and Restated Satori Club Club Plan was recorded at Official Records Book 32903, Page 22 in the Public Records of Miami-Dade County, Florida (the "Club Plan").

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT, THAT:

<u>Section 1</u>. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

<u>Section 2</u>. The following are hereby adopted and enacted by the District:

- A. The Club Rules, a copy of which is attached hereto and incorporated herein as Exhibit "A"; and
- B. The Club Schedule, a copy of which is attached hereto and incorporated herein as Exhibit "B".

<u>Section 3.</u> The Club Plan is hereby ratified and adopted by the District.

<u>Section 4</u>. The District Manager shall include the Club Rules, the Club Schedule, and the Club Plan, as each is amended from time to time by the District Board, in the Official Records of Proceeding of the District, and shall post the same on the District's website.

<u>Section 5.</u> The District Manager is hereby directed to take all actions consistent with this Resolution.

<u>Section 6.</u> All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

<u>Section 7.</u> If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

<u>Section 8.</u> This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Centre Lake Community Development District, this <u>1944</u> day of January, 2022.

Attest: Print name:

Secretary/Assistant Secretary

### CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT

Print name:

Chairman, Board of Supervisors

# EXHIBIT "A"

# CLUB RULES

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# **CENTRE LAKE**

# **COMMUNITY DEVELOPMENT DISTRICT**

# SATORI CLUB RULES AND REGULATIONS

Adopted January 19, 2022 (Resolution 2022-02)

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#### CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT

#### SATORI CLUB RULES AND REGULATIONS

Centre Lake Community Development District ("<u>District</u>"), as owner of Satori Club, adopts these Satori Club Rules and Regulations (the "Club Rules and Regulations", "Club Rules", or "Rules and Regulations"). The rights and obligations of each user of Satori Club (the "<u>Club</u>") are set forth in the Amended and Restated Satori Club Club Plan, as amended from time to time (the "<u>Club Plan</u>"), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Plan.

#### 1. <u>Membership.</u>

1.1 <u>Members</u>. Every Owner (other than an Owner who has leased the Owner's Home to a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home, unless Owner otherwise notifies the District Manager in writing; however, the Owner and Lessee shall be jointly and severally liable for all Club fees and charges.

1.2 Lessees. "Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community and who has obtained the prior approval of the respective homeowners or property owners association ("Association"). If there is more than one (1) Lessee of a Home, only one (1) of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until such Lessee's lease of a Home has been submitted to District Manager. An Owner who has leased his or her Home remains liable for Club Assessments but will not have membership rights at any time his or her Home is leased, unless Owner has notified the District Manager pursuant to Section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who obtained the prior approval of the Association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association entity having jurisdiction thereof.

1.2.1 <u>Application</u>. Each Lessee must submit an application to District Manager along with a copy of his or her lease, and Lease Certificate of Approval from the Association and obtain a membership card ("<u>Membership Card</u>") before his or her membership rights will be recognized. Each Lessee shall notify the Club of any changes in the terms of such lease.

1.2.2 <u>Administrative Charges</u>. The District may, from time to time, establish the amount to be charged for processing of the application of a Lessee to exercise his or her membership rights.

1.2.3 <u>Expiration of Lease</u>. A Lessee's status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee's rights of occupancy under such lease. The Owner shall notify the District Manager in writing of the expiration of the lease or termination of Lessee's rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.3 <u>Annual Members</u>. Annual Memberships shall run from the date of acceptance of an application for membership by the District Manager until the end of the Club fiscal year, September 30. Annual Membership renewals shall run from the beginning of the renewal Club fiscal year, October 1, to September 30 of the succeeding year. Annual Dues shall be payable by the Annual Member in advance of the Club fiscal year, which shall be prorated for applications accepted during the initial fiscal year (Fiscal Year 2021/2022).

1.4 <u>Corporate and Partnership Members</u>. When a Member or Annual Member is a corporation, partnership or other legal entity ("Entity"), the Entity must notify the District Manager in writing of the one (1) person to be designated to exercise the rights of the Entity with respect to the membership ("Designees"). Only the one (1) person designated will be considered as the Member.

1.4.1 <u>Application</u>. Each Designee must submit an application to the District Manager and obtain a Membership Card before his or her membership rights will be recognized.

1.4.2 <u>Administrative Charges</u>. The District Manager may, from time to time, establish the amount to be charged for processing of the application of a Designee to exercise his or her membership rights.

1.5 Immediate Family Members. Immediate Family Members shall mean the spouse or domestic partner of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve-year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member, but not his Mother (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services, or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

1.6 <u>Guests</u>. A person shall be deemed a guest ("<u>Guest</u>") if he or she enters the Club Facilities at the invitation of a Member, Annual Member, Immediate Family Member or the District. Each Member (per Home) and each Annual Member (per Annual Membership) shall be entitled to have up to four (4) guests per visit accompany such Member or Annual Member when utilizing the Club Facilities. Additional Guest Passes may be purchased by the Member or Annual Member at the rate set forth in the current fee schedule. Guests may be required to sign a waiver form before using the Club Facilities. All Guests must be sixteen (16) years of age or older, or be accompanied by a Member, Annual Member, and Immediate Family Member who is sixteen (16) years of age or older. All Guests must be accompanied by a Member, Annual Member or Immediate Family Member when using the Club Facilities. A Guest Pass is nontransferable. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE DISTRICT MANAGER. Nothing herein shall prohibit the District Board of Supervisors from implementing (1) a temporary guest policy by resolution to address long-term guests of Members or (2) a policy limiting the number of Guests per Home on a specified day, time of year, or time of day.

1.6.1 <u>Caregiver Pass</u>. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Club Facilities is deemed to be a Guest; however, there will be no additional fee or charge provided that the caregiver accompanies and remains in the company of the Member, Annual Member or Intermediate Family Member, as the case may be, providing caregiver services while that person is using the Club Facilities. A Member must obtain a caregiver pass ("<u>Caregiver</u> <u>Pass</u>") from Club staff for use of the Club Facilities. Only one Caregiver Pass is permitted per household. Persons utilizing such Caregiver Passes are not permitted to utilize the Club Facilities other than to accompany the persons under their care. The Caregiver Pass is non-transferable.

1.6.2 <u>Guest Passes</u>. Guest Passes give Guests access to the Club Facilities. Guest Passes may be purchased at the Club's office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.6.3 <u>Personal Trainer</u>. A Member, Annual Member or Immediate Family Member may be accompanied in the Exercise Room or Pool by a personal trainer, who is retained for the purpose of providing physical fitness or exercise training, education or guidance to the Member, Annual Member or Immediate Family Member ("<u>Personal Trainer</u>"). The Personal Trainer shall be required to pay a fee of \$10.00 for each training session, which training session shall be no more than three (3) hours in duration. A training session is defined as the providing of training to one (1) individual. Personal Trainers shall not solicit business within the Clubhouse or on the grounds of the Clubhouse, shall leave the Clubhouse when the training session is completed, and shall not utilize the Clubhouse facilities for personal business use.

1.7 <u>Membership Cards</u>. A maximum of four (4) Membership Cards will be issued to each Home or Annual Membership at no additional charge. Membership Cards shall only be issued to Members, Annual Members, and Immediate Family Members who are sixteen (16) years of age or older. Additional Membership Cards may be purchased for Immediate Family Members for a fee.

1.7.1 <u>Requirement to Present Card</u>. Membership Cards, Caregiver Passes, and Guest Passes must be presented when requested for use of the Club Facilities.

1.7.2 <u>Transfer of Membership Cards</u>. Membership Cards are the property of the District and are not transferable. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are the property of the Club.

1.7.3 Lost Cards. You must immediately notify the Club in writing of a lost or stolen Membership Card. The replacement fee for a Membership Card shall be established from time to time by the District. If an unauthorized person uses the Membership Card, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

### 2. <u>The Club Facilities.</u>

2.1 <u>Supplemental Rules</u>. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, District Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The District Manager shall have reasonable discretion to police the Club Facilities to maintain proper order and the safe and healthy use of the Club Facilities.

2.2 <u>The Clubhouse</u>. The Clubhouse shall be open on the days and during the hours established by the District, provided the District Manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time.

2.3 <u>Special Functions and Parties</u>. Certain Club Facilities may be used for private functions by the Members and Annual Members, subject to availability, only with the prior consent of District Manager, upon execution of a license agreement and upon payment of all applicable fees, deposits and costs therefor. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private party.

2.4 <u>Alcoholic Beverages</u>. No person may enter or leave the Club Facilities with any alcoholic beverage. It is the intent of these Rules that the possession or consumption of alcoholic beverages at or within the Club Facilities is prohibited unless previously approved in connection with an approved (in accordance with Section 2.3 above) event, function or party.

2.5 <u>Smoking</u>. Smoking, including cigar and pipe smoking and the use of smokeless tobacco, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

2.6 <u>Attire</u>. Shirts and shoes must be worn at all times when on the Club Facilities, except in the pools and adjacent patio areas.

2.7 <u>Minors</u>. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases the District from liability for such use pursuant to consent form(s) provided by the District from time to time; provided, however,

parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Members, Annual Members and Parents of the minors are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, the District is not liable for the actions of such minors.

2.8 <u>Hours of Operation</u>. The District shall set the scheduled hours of operation for the Club Facilities. The District Manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time. No person shall be permitted to use the Club Facilities other than during such hours of operation.

### 3. General Rules.

3.1 <u>Advertisements and Pamphlets</u>. Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of District Manager.

3.2 <u>Bikes, Scooters and Skates</u>. Skates, scooters, in-line skates, skateboards, bikes and like items may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities. None of the foregoing may be used in Club Facilities at any time. All bikes and scooters must be stored in bike and scooter storage areas. Bike and scooter racks must be used if provided by the District. Notwithstanding the foregoing, bikes and scooters left within the Club Property, Club Facilities, bike and scooter storage areas and/or bike and scooter racks (if provided) are stored at such person's own risk.

3.3 <u>Club Employees</u>. Persons using the Club Facilities may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of the District Manager and no person shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4 <u>Pets</u>. No pets (with the exception of those assisting persons with disabilities) are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities.

3.5 <u>Parking Areas</u>. Self parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas or along, over, or beyond curbed areas. "<u>No</u> <u>Parking</u>" signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at anytime between the hours of 1:00 AM and 5:00 AM. Any vehicles parked in violation of this section are subject to being towed without notice or warning.

3.6 <u>Guns</u>. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes.

3.7 <u>Coolers</u>. Any coolers or similar forms or food or beverage storage brought to the Club Facilities are subject to inspection by the District Manager, Club manager or Club staff at anytime.

4. <u>Responsibility for Personal Property and Persons</u>. Each person using the Club Facilities assumes sole responsibility for the health, safety and welfare of such person, his or her Immediate Family Members, and Guests, and the personal property of all of the foregoing.

4.1 <u>Vehicles and Personal Property</u>. The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking Areas assumes all risk of loss with respect to (i) his or her vehicle in the Parking Areas or Common Areas of the Association, and (ii) equipment, wallets, bags, jewelry, clothing, books, personal items or other possessions stored in lockers (if lockers are provided by the District), on bicycles, within vehicles, or left in the pool and recreation areas.

4.2 <u>Activities</u>. Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. All Members, Annual Members, and Immediate Family Members shall be jointly and severally liable to the District in connection with the foregoing.

4.3 <u>Property Belonging to the Club</u>. Property, furniture and equipment belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

5. <u>Obligation to Pay Club Assessments and Dues</u>. Each Member shall pay Club Assessments when due in accordance with law. Each Annual Member shall pay Annual Club Dues in advance to the District. Each other person shall pay such Club Dues and Fees as established from time to time by the District.

5.1 <u>Grace Period and Late Fee</u>. A monthly or annual payment of Club Dues and Fees shall be deemed past due if received after the 15th of the month or fifteen (15) days after the day payment is due. A late fee of a maximum of \$25.00 per month shall be payable for each past due payment in order to cover the administrative costs of the Club in processing such late payment.

5.2 <u>Bills and Coupon Books</u>. Annually, the District Manager, or his or her designee, may, in its discretion, send bills or coupon books with instructions for payment of Club Dues and Fees.

5.3 <u>Suspension</u>. Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Dues. A Member's use of the Club Facilities shall be suspended in the event Club Assessments and Club Fees are not paid when due and shall remain suspended

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until such time as the Club Assessments are paid in full. An Annual Member's use of the Club Facilities shall be suspended in the event Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Dues and Club Fees are paid in full.

### 6. <u>Pools.</u>

6.1 <u>Presentation of Membership Cards</u>. Everyone must register and present Membership Cards and/or Guest Passes or Monthly Guest Passes to Club attendants prior to entering the pools and the adjacent patio areas. For purposes of these Club Rules and unless otherwise specified, all references to "pool" or "pools" shall include the swimming pool, the hot tub, and any other recreational water facility or feature intended for use by patrons. Users of Club Facilities shall keep Membership Cards, Guest Passes or Monthly Guest Passes with them and present the Membership Card, Guest Pass or Monthly Guest Pass to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

6.2 <u>Risk of Use</u>. Use of the pools is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each person is personally liable for any injury to his or her Immediate Family Members, and Guests using the pools.

6.3 Equipment and Towels.

towels.

6.3.1 <u>Towels</u>. Users of the Club Facilities are required to bring their own

6.3.2 <u>Equipment and Furniture</u>. All equipment used for aqua classes (if provided) is the property of the Club and should be returned to the Club. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

6.4 <u>Hours of Use</u>. Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are also officially closed when a "Closed" sign is posted; however, the absence of a posted "Closed" sign does not authorize use of the pools after hours. Any person swimming or using the pools facility outside of the published open hours of the pools may be suspended from using the Club Facilities.

6.5 <u>Showers</u>. Showers are required prior to entering the pools to remove all suntan oils and lotions.

6.6 <u>Aqua Classes</u>. From time to time, classes (including, without limitation, so called "<u>Aqua Classes</u>") may be offered by the Club or upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

6.7 <u>Swimming Instructors</u>. Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise.

6.8 <u>Restrictions</u>.

- 6.8.1 Glass objects and sharp objects are not permitted in the pool area.
- 6.8.2 Food or beverages may be brought into the pool areas, however, any foods or snacks shall be eaten, distributed, or consumed only in those food areas so designated by the District Manager or the club manager. Such food, beverages, and any garbage or trash resulting therefrom shall be properly removed or disposed of after use. Alcoholic beverages are <u>not</u> permitted in any pool or pool area at any time. Under no circumstances, shall any food or beverages be possessed or consumed in the pool or within ten feet (10') of the water's edge of the pool.
- 6.8.3 Running, ball-playing and noisy or hazardous activity will not be permitted in the pool areas. The throwing of any object is not permitted at any time within the pools or pool areas. Pushing, dunking, and dangerous games are not permitted.
- Only floats or rafts smaller than eighteen (18) square feet, snorkels, 6.8.4 dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys may be suspended at the District Manager's discretion when there are more than fifty (50) persons at the pool, during weekends and holidays, or during other heavy use of the pools and pool areas. Where the use of Pool Toys is suspended, the District Manager will post a sign at the Club entrance informing members and the public of the restriction. The use of masks, goggles, or certified personal flotation devices ("PFDs") is not prohibited. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime. Diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction permitted by the District Manager.
- 6.8.5 No diving is permitted in any of the pools.

6.9 <u>Attire</u>. All swimmers must wear appropriate swimming attire. Thong swimsuit bottoms, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under two (2) years of age, and those individuals who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

6.10 <u>Audio/Video Players</u>. Radios, tablets, phones, E-readers, speakers, computers and similar devices capable of playing music, e-books, pod-casts, and videos may only be used with earphones, or headphones.

6.11 <u>Trash</u>. All persons using the pool areas are urged to cooperate in keeping the pool areas clean by properly disposing of towels, cans, plastic bottles, and all other trash. Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Club Facilities.

6.12 <u>Pets</u>. No pets are permitted in the pool area at any time.

6.13 <u>Minors</u>. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Persons under the age of fourteen (14) years of age are prohibited from using the hot tub.

# 7. <u>Exercise Room.</u>

7.1 <u>Hours of Operation</u>. The hours of operation of the exercise room located at the Club ("<u>Exercise Room</u>") will be established from time to time by the District.

7.2 <u>Membership Cards</u>. Membership Cards and Guest Passes must be presented before any person will be given access to the Exercise Room. Guests, when accompanied by a Member or Immediate Family Member, are only permitted to use the Exercise Room on weekends and between the non-peak hours of 10:00 a.m. and 6:00 p.m. on weekdays.

7.3 <u>Equipment and Towels</u>. When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person. Use of all equipment is at your own risk. Persons using the Exercise Room must bring their own towels and wipe down equipment after use.

7.4 <u>Attire</u>. Proper attire is required; shirts or tank tops shall be worn at all times. Those utilizing the Exercise Room equipment and facilities shall not wear sandals or open-toed shoes.

7.5 <u>Minors</u>. Persons under sixteen (16) years of age are not permitted in the Exercise Room under any circumstances. Minors sixteen (16) years of age and older may use the Exercise Room either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents, Member and Annual Members are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors.

7.6 <u>Personal Trainers</u>. Except as provided in Section 1.7.3 above, persons using the Exercise Room may not train another person in the Exercise Room. Personal trainers may be made available through the Club upon prior reservation and at charges to be established by the District Manager.

7.7 <u>Cancellation Policy</u>. Persons using the Exercise Room must cancel appointments for special services at least twelve (12) hours prior to the scheduled appointment or the responsible user will be charged the full amount of the service. If a person has prepaid for the services, and properly cancels, that person may reschedule within the same month at no additional charge.

# 8. <u>Violation of Club Rules.</u>

8.1 <u>Basis for Suspension</u>. Membership rights and Club Facilities use rights of any person (and the benefits for their Guests) may be suspended by Club Manager if, in the sole judgment of Club Manager:

- 8.1.1 a person submits false information on the Application for Membership;
- 8.1.2 the person violates one or more of these Rules and Regulations;
- 8.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Club Facilities, or harmed, destroyed or stolen any personal property on the Club Property or within the Club Facilities, whether belonging to a third party or to Club Owner.
- 8.1.4 the person has failed to pay any Club Assessments, Club Fees, Club Dues, or Club damages invoices.

8.2 <u>Types of Suspension</u>. Club Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by Club Manager. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues and Club Fees shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the Club are paid in full.

8.3 <u>Effective Date</u>. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

9. <u>Authority to Designate Club Manager and to Promulgate and Amend Rules</u>. The District Manager may from time to time designate a Club Manager in writing to fulfil certain or all responsibilities and duties of the District Manager under these Rules and Regulations. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE DISTRICT. These Rules and Regulations may be amended from time to time by the District without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be available at the Club Facilities. All Rules and Regulations promulgated by the District shall become effective on the date determined by the District.

10. <u>Application of Rules and Regulations</u>. All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The District Manager, in its reasonable discretion, shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the District Manager.

11. <u>Club Dues, Fees, and Charges</u>. The Club dues, fees, and charges, including but not limited to fees for Annual Members, Caregivers, Personal Trainers, and Guests, and for card replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

# EXHIBIT "B"

# CLUB SCHEDULE

# CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT

# **SATORI CLUB**

# CLUB SCHEDULE OF HOURS OF OPERATION DUES, FEES AND CHARGES AREAS & FEES FOR RENTAL RENTAL POLICIES, PROCEDURES AND REGULATIONS (the "Club Schedule")

### **HOURS OF OPERATION**

CLUB FACILITY	HOURS		
CLUB HOUSE	Monday - Friday: Saturday - Sunday	8:00 am to 8:00 pm* 10:00 am to 8:00 pm*	
FITNESS CENTER/EXERCISE ROOM	Monday - Friday: Saturday - Sunday:	6:00 am to 11:00 pm * 6:00 am to 11:00 pm*	
POOL	Monday - Friday: Saturday - Sunday	8:00 am to Sunset* 10:00 am to Sunset*	
	*Hours subject to change by District Manager		

### **CLUB DUES, FEES AND CHARGES**

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents <sup>(1)</sup>	*\$2,065.19
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$2,173.88
GUEST PASS FEE	\$10.00
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD REPLACEMENT FEE	\$10.00
ADDITIONAL MEMBERSHIP CARDS (per Section 1.8 of Club Rules)	\$40.00
LATE PAYMENT FEES	\$25.00 PER MONTH

\* Annual Member Club Dues are calculated on a fiscal year basis based on the District's fiscal year, which runs from October 1<sup>st</sup> through September 30<sup>th</sup> of the following year, no prorations of the annual fee will made.

(1) Residents Club Dues are levied by the District Board of Supervisors as a part of the residents' property taxes. Accordingly, the Tax Collector fees and early payment discounts may vary the Residents' annual Club Dues from the amount set forth above. For purposes of Membership and Annual Dues, there shall be only one Member per Home.

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### FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

<u>MULTI-PURPOSE ROOM- 4 hours (Available during & after hours, includes</u> <u>multi-purpose room with kitchen, may be use for all types of events. No other club</u> <u>amenities/areas are included in the rental).</u>

MONDAY- SUNDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Optional Cleaning Fee\* + \$40.00 per additional hour up to 11:59 pm.

FOR AFTER HOURS EVENTS, RENTER WILL BE REQUIRED TO PAY ADDITIONAL \$15.00 PER EACH HOUR OR PART THEREOF FOR FACILITY RENTAL

IF ALCOHOL IS TO BE CONSUMED, A GUARD FEE OF \$45.00 PER HOUR IS CHARGED FOR ALL HOURS GUARD IS PRESENT. AS DETERMINED BY THE DISTRICT MANAGER, IF EVENT REQUIRES CLUB FACILITY MONITOR AND POLICE/TRAFFIC CONTROL MONITOR, RENTER WILL PAY ADDITIONAL \$45.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE RENTER TO HIRE AN OFF-DUTY LAW ENFORCEMENT OFFICER, FOR WHICH THERE MAY BE A MINIMUM NUMBER OF HOURS CHARGED TO RENTER.

RENTER IS ALOWED ONE HOUR BEFORE THE EVENT FOR PREPARATION AND ONE HOUR AFTER FOR CLEANING. IT IS IN THE AFTER INSPECTION WHERE IT WILL BE DETERMINED IF ADDITIONAL CLEAN IS REQUIRED IN WHICH CASE THE COLLECTED FEES WILL BE USED. IF ADDITIONAL CLEAN-UP IS NECESSARY, IN THE DISCRETION OF THE DISTRICT MANAGER, SHALL BE \$20.00 PER HOUR THAT WILL BE CHARGED TO THE RENTER.

**DEPOSIT REQUIREMENT:** A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of check or money order along with copy of the renter's driver's license. In the event that the renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the District Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. If the Club Facility after the event and the inspection by the District Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the District Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, renter shall remain liable to pay the District the balance of such costs and expenses).

#### FITNESS CENTER/EXERCISE ROOM-

May NOT be rented for private functions.

#### **ADDITIONAL REGULATIONS:**

- 1. Limited Time to Rent: Reservations can be made no more than ninety (90) days in advance.
- 2. Fees include: Fees are just for the area being rented, they do not include chairs, tables, or set-up fees.
- **3.** Inspections: Inspections are performed within 24-Hours after the end of your event. It is not required to call District and ask for status of inspection.
- 4. Deposits: If a deposit is made by check or money order, the District Manager may cash such check or money order before the event or hold such check or money order pending the event. If the District Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the renter via by mail. If the District Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit and expenses are chargeable against the deposit check or money order will be voided and will be returned to the renter via by mail. If the District Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the District Manager may cash the deposit and refund any amount due renter by the District check via mail.
- 5. Janitorial: Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the District Manager determines that additional janitorial services are required beyond that which is covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services (with a minimum fee of \$20.00) will be charged to the renter.
- 6. Time Slots: Rental of any area must fit within one of the time frames ("Rental Times") provided by the Club. Only one (1) event will be reserved per day.

#### **RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS**

#### I. GENERAL RULES.

A. The Satori Club Facility rental areas are available to the public upon application and acceptance by the District Manager. For official meetings and official functions of the District and its Board of Supervisors, and the Satori Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area.

B. A Club Area may be reserved only by an applicant who is a Member or Annual Member in good standing (the "Renter"). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the District Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the District Manager and marked on a calendar maintained by the District Manager. Reservation requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than ten (10) days prior to the event date and time. Cancellations received less than ten (10) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted, and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hour before the event. Approved Renters may gain access to the Club Area by using their swipe cards. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the District Manager prior to the date of the event. Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise engaged by Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the District Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. Renters must advise their guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the Miami-Dade County, State, municipal and other applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in the Club Areas, restrooms, or the Clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (no monies allowed to be exchanged, no alcohol for persons under twenty-one (21), etc.).

M. Use of the Club Areas and all facilities by Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. Renters shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud 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 building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. Renter agrees that any decorations or the decorating or the Club Area must be done in a manner so as not to cause any damage to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the District Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables, musical equipment, or caterers providing service, will be present to deal and meet with the rental or service companies for delivery or pick up.

P. The District and its agents and the District Manager will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured, and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The District and District Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the District or District Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the District and District Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the District Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The District Manager and the District shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the District or District Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for District Manager to prohibit a Renter from using the Club Area for a period of one (1) year and suspension of the use of other services and Club facilities for up to one (1) year for rules violation.

W. Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the District and District Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the District and District Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

X. No pets, except trained see-eye dogs used by a blind Renter or guest, are permitted in the Club Area's, except as otherwise provided by Federal or State law.

Y. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The District does not provide any trash bags for the party. The District will provide Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the renter.

Z. The Club Area will be available for use only between the hours of 8:00 A.M. - 11:59 P.M. Under no circumstances will time be extended past 11:59 PM.

AA. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the renter.

BB. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Access Card Control Information Sheet attached below are approved for use by the District Manager.

### FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE DISTRICT MANAGER'S OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM <u>YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE</u>

# SATORI CLUB Club Facility Rental Agreement Centre Lake Development District

This Agreement is by and between **Centre Lake Community Development District** (the "District") and a **Renter** who is further defined as a: (check one) Satori Club Club Member or Annual Member \_\_\_\_\_\_ or General Public User \_\_\_\_\_\_. This Agreement is for the rental of a portion of the "Satori Club" facility, to be used for a private function (the "Club Facility"), and shall be subject to the terms and conditions set forth in the "Satori Club Rules and Regulations" (referred to in this Agreement as the "Club Rules and Regulations"), which document is attached hereto and made a part hereof and the "Satori Club Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations" (referred to in this Agreement as the "Club Schedule"), which document is attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Rente	er: (print clearly)	<u>_</u>		
Phon		Work:		
Fax:				
Rente	er's Address:		·	
Date		Time From		
<ol> <li>Club Facility (s) being requested:</li> <li>A) Multi-purpose Room</li> </ol>				
	(Note: use of fitness	center is prohibited)		
2.	<b>Purpose</b> of rental:		· · · · · · · · · · · · · · · · · · ·	
	- Number of people e	xpected to attend this function:		

Renter will:

Serve Food: Yes \_\_\_\_\_ No \_\_\_\_\_ (Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes No No (Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes No If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District Manager. Reservations will be granted on a first come, first served basis.

# Time Slots for Reservations (Four (4) Hours each):

#### Multi-purpose Room time slots:

Sunday – Thursday	Friday - Saturday
8:00 AM - 2:00 PM	8:00 AM - 2:00 PM
3:00 PM - 11:00 PM	3:00 PM - 11:00 PM
Other:	

### 3. Fee Schedule & Usage: See Attached Rental Schedule

### 4. **Reservations, Applications, Payment of Fees:**

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The District Manager may not accept an application or confirm reserved space without receipt of one hundred percent (100%) of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: "Centre Lake Development District."

### 5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the District Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed "*Cleaning & Usage Checklist*" inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the District Manager will mail a copy of the final inspection, based upon the "Cleaning & Usage Checklist," to the Renter. The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the District Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the District Manager for cleaning by the District's cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

### 6. Additional Renter Responsibilities:

a) <u>The Renter making the reservation must be in attendance for the ENTIRE</u> duration of the function and is responsible for the conduct of all guests.

At the discretion of the District Manager, Renters may be required to pay a reasonable hourly fee for a District Manager appointed "facility monitor" or "police/traffic control monitor" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the District Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area <u>only</u> and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed in the Swimming Pool, Fitness Center or Club lounge areas during a function.
- e) Closing time for private functions is <u>11:59 PM, if extended</u>. cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the District Manager. <u>Short term Rentals (four (4) hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.</u>

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board of Supervisors, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board of Supervisors for its decision. If there is property damage in excess of the Deposit, the Board of Supervisors reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date)

Photo ID is required, one or two forms of ID may be required by the District Manager:

Signature of RENTER:

If a corporation, print name of above signature \_\_\_\_\_ Title: \_\_\_\_\_

Copy of Renter's Photo ID attached: \_\_\_\_\_ Copies of 2 separate checks attached: \_\_\_\_\_

# Satori Club Clubhouse Areas Inspection Form

Pre-Event Inspection Post-Event Inspection

1. Exterior Doors			
2. Women's Bathroom			
3. Men's Bathroom			
4. Kitchen			
Floor			
Counter Top/Sink			
Cabinet's			
Appliances			
5. Carpeting		-	
6. Furniture Sofa			
7. Furniture Loveseat			
8. Coffee/End tables			
9. Chairs and tables			
10. Interior Decor			
11. Walls			
12. Windows			
13. Interior Doors			
· · · · · · · · · · · · · · · · · · ·			
15. Exterior (rails, plants, etc.)			
16 Deal tables			
17. Pool chairs      18. Height back pool chairs			
20. Others			
Comments:			
Pre-Event Inspection:		Date	Time
Signature	of Applicant		
Pre-Event Inspection:		Data	Time
FIE-LVent Inspection.	Authorized Age	Date	nne
Centre Lake Commu	-		
Centre Lake Commu		nt District	
Post-Event Inspection:		Date	Time
	ire of Applicant		
0.6.14.6			
Post-Event Inspection:		Date	Time
-	f Authorized Age		
Centre Lake Community Development District			

# CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT SATORI CLUB

ACCESS CARD CONTROL INFORMATION SHEET			
Applicant(s):	Access Card # 1	Access Card # 2	
Property Address:	Access Card # 3	Access Card # 4	
Home Phone #	Work Phone #		
Cellular Phone #	Email Address, if any	1	
Mailing Address (if different)			
City	State	Zip Code	
Immediate Family Members Last First Age	Relationship	Day Phone #, if diff	
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Name of Approved Lessee(s) (if Applicant is resident within the District):			
Home Phone #	Work Phone #		
Cellular Phone #	Email Address, if any	/	

l <u>authorize</u> my Lessee(s) to have an Access Card(s) on my behalf. Yes <u>No</u> N/A

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the District Manager

immediately to terminate the card from the system. In addition, if there is a change in Lessee I will collect the card from the previous Lessee and inform management.

Signature of Applicant

\_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_