

THIS PAVILION RESERVATION AND POOL AREA USE AGREEMENT (this “**Agreement**”) is executed by a resident (“**Resident**”) of Latham Park. By execution of this Agreement and the subsequent use of the Pool, pool deck and pavilion (the “**POOL AREA**”), Resident hereby agrees to comply with the terms of this Agreement during the duration of the event for which the reservation has been made (the “**Event**”) and agrees to comply with the Clean-Up Procedures below. **EVENT** is defined as having a group of more than ten individuals including residents.

1. **Use of Pool.** The POOL AREA may be used by residents of the Latham Park community, unless the owner or resident has had their use rights suspended due to a delinquency or due to failure to comply with Association’s governing documents. The POOL AREA may be used only for private, non-commercial events which are sponsored and attended by the Resident at all times. Reservations for the POOL AREA are available on a first come, first served basis and may be made up to four (4) months in advance. Events at the POOL AREA are limited to between the hours of 9:00 a.m. to Dusk (Sunset) and must have a maximum attendance of no more than 30 people (including resident’s family). Events will be allocated ½ of the pavilion (includes use of one dining table and its chairs) and five pool deck lounge chairs. Events conducted at the POOL AREA may not unreasonably disturb other residents in the community. Reservation of the POOL AREA does not include the exclusive use of the pool, pool deck and related facilities; the pool and related facilities will remain open for use by other residents and guests not attending the Event. Nothing should be stuck to the walls in any portion of the POOL AREA, including tape, pins, push pins, etc. Confetti and candles or other flammable objects are not allowed. Parking for the Event is allowed only in designated parking locations; no guest parking is allowed on any grass areas or in areas that may disrupt traffic flow or access through the community by other residents. Any damage caused to the POOL AREA or any of the furniture, fixtures, or equipment must be reported as soon as reasonably practical. POOL AREA gates cannot be propped open at any time.
2. **Refundable Deposit.** A security deposit in the amount of \$150.00 (the “**Deposit**”), made by check and payable to Latham Park HOA, Inc., must be submitted with this Agreement to reserve the POOL AREA for the Event. The Deposit is refundable within five (5) business days of the Event provided that the POOL AREA is left clean and there is no damage to any furnishings, walls, floors, fixtures, or equipment. Any costs incurred in repairing any loss or damage to the POOL AREA or for cleaning the POOL AREA after the Event, will be deducted from the Deposit. Should damages exceed the Deposit amount, the Resident shall be responsible for any additional costs, including repair or replacement of any furnishings, walls, floors, fixtures, or equipment, which are damaged, lost, or stolen by the Resident or the Resident’s guests or invitees. The Association shall perform such repair and charge all costs in excess of the Deposit to the Owner as an Individual Assessment pursuant to Declaration Article VIII, Section 5. Failure to pay the Individual Assessment timely shall constitute grounds for collection action pursuant to Declaration Article VIII, Section 9, including recording a lien on the Owner’s Residential Property. The POOL AREA is a smoke free facility, and smoking is prohibited in and on the grounds of the POOL AREA.
3. **Caterers.** Resident may choose to employ an outside caterer for their Event. Caterers are required to abide by all policies outlined in this Agreement, including the Clean-Up Procedures below.
4. **Food and Beverages.** All food and beverages must be removed from the POOL AREA by the conclusion of the Event. Waste, food, ice, and beverages may not be dumped onto the soil or landscaping on or around the POOL AREA. Food and beverages are prohibited in the pool, or on the pool deck.
5. **Prohibited Items in the POOL AREA**
The following are prohibited in the Pavilion, Pool and on the Pool Deck:
 - Gas, Charcoal, and Electric Grills
 - Alcoholic beverages
 - Smoking
 - Animals

- Large Bouncy Houses
 - Water Slides
 - DJ's, Live Bands and Loud Music
 - Glass containers
6. Resident expressly agrees to abide by and conform to all rules and regulations of LPHOA as contained in this agreement and the governing documents for LPHOA as well as any rules and regulations.
7. The LPHOA or its representatives reserve the right to enter the POOL AREA during the Event to eject any person or persons behaving in a disorderly manner or contrary to the rules and regulations of the LPHOA, and/or to prevent any damage or destruction of the premises. Nothing contained herein shall be interpreted as obligating LPHOA from taking any action whatsoever with respect to the preceding sentence.
8. It is expressly agreed that this agreement does not contemplate the use of any other common areas except the POOL AREA. The number of persons admitted to said premises by the Resident shall not be in excess of the amount permitted by the LPHOA. Resident understands that he or she as well as his or her guests and invitees shall only be permitted to use the POOL AREA AT THEIR SOLE AND ABSOLUTE OWN RISK, during the POOL AREA operational hours
9. **Indemnity.** Resident and Owner of the Residential Property, on behalf of himself/herself, the Resident's and Owner's heirs, successors, and assigns, agrees to indemnify, defend, and hold harmless Ashton Orlando Residential, L.L.C., Latham Park Homeowners Association, Inc., each of their respective related, parent and/or controlling entities, and each of their respective officers, shareholders, directors, managers, agents, members, successors, and assigns (collectively, the "**Indemnified Parties**"), against any and all claims, damages, demands, loss, injuries, costs, and expenses, including reasonable attorney fees, which may be sustained in connection with the Event and/or use of the POOL AREA or as a result of any activity, engaged in while using the POOL AREA. Resident, for himself/herself, the Resident's heirs, successors, assigns, agents, guests and invitees hereby assumes all responsibility and liability for the Event and acknowledges that the Indemnified Parties shall not be liable, and hereby waives any right to sue or bring an action against any of the Indemnified Parties, for any injury, damage, or loss any person may sustain while using the POOL AREA or in connection with or as a result of any activity related to the Event.

CLEAN-UP PROCEDURES

- At the end of the Event, the POOL AREA must be left clean, and all garbage must be bagged and removed from the POOL AREA, and disposed of privately by the resident.
- All floors must be swept clean.
- Tables and chairs must be wiped down.
- All personal property of the Resident and the Resident's guests must be removed from the POOL AREA prior to the end of the Event.
- All lights must be turned off and all Gates must be locked when leaving the POOL AREA.