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HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

THIS INSTRUMENT PREPARED BY:
JOYCE GOODMAN-GUENTHER
10723 S.W. 104 STREET
MIAMI, FLORIDA 33176
(305) 274-5668

AGREEMENT- GYM FACILITY AND SAUNA RULES, REGULATIONS & INDEMNIFICATIONS FOR THREE LAKES PROPERTY OWNERS ASSOCIATION, INC.

This Agreement of Filing of Gym Facility and Suana Rules, Regulations & Indemnifications for Three Lakes Property Owners Association, Inc. is executed this 11 day of SEPT, 2020 by **Three Lakes Property Owners Association, Inc.**, a Florida corporation not-for-profit (the "Association").

RECITALS

A. WHEREAS, the Association has been established for the operation of the residential community known as Three Lakes in accordance with that certain Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17455 at Page 2016 ("Original Declaration"). The Original Declaration was amended by the following documents (collectively, the "Amendments"): First Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17712 and at Page 1585 ("First Amendment"); Amendments to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 17944 at Page 1480 ("Second Amendment"); Third Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes in Official Records Book 18042 at Page 4263 (the "Third Amendment"); Fourth Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes and Agreement to Perform Obligations in Official Records Book 18340 at Page 4941 (the "Fourth Amendment") and Amendment to Amended and Restated Declaration of Restrictions and Covenants for Three Lakes to Withdraw Property in Official Records Book 19165 at Page 1340 (the "Fifth Amendment"). All of the foregoing were recorded in the Public Records of Miami-Dade County, Florida. The Original Declaration together with the Amendments shall hereinafter be referred to as the "Declaration".

B. **WHEREAS**, Section 10.9.1 of Article 10 of the Declaration permits the Association, to adopt Rules and Regulations governing the use of the Common Areas.

C. **WHEREAS**, Section 6.1.2 of Article 6 of the Association's By-Laws provides that the power to adopt Rules and Regulations be exercised by the Board of Directors.

D. **WHEREAS**, at a duly noticed meeting of the Board of Directors held on the 11 day of June, 2020, the Directors voted to adopt the Gym Facility and Sauna Rules, Regulations & Indemnifications attached hereto.

E. **WHEREAS**, the Gym Facility and Sauna Rules, Regulations & Indemnifications are a covenant running with the land

comprising Three Lakes, and all present and future owners of an interest therein and their heirs, successors and assigns are hereby subject to the Gym Facility and Sauna Rules, Regulations & Indemnifications.

NOW, THEREFORE, the Association hereby declares that every portion of Three Lakes is to be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the Gym Facility and Sauna Rules, Regulations & Indemnifications hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Certificate.

2. Definitions. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration.

3. Gym Facility and Sauna Rules, Regulations & Indemnifications. The Gym Facility and Sauna Rules, Regulations & Indemnifications attached hereto as Exhibit "A" are the current official rules and regulations governing the operation of the gym and sauna facility for Three Lakes.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Filing of Revised Lakes Rules this 11 day of SEPTEMBER, 2020.

Witnesses:

Print Name Natalie Figueroa

Print name Lourdes M. Santiago

THREE LAKES PROPERTY OWNERS ASSOCIATION, INC.,
A Florida corporation not-for-profit

BY: _____
Carlos Lopez, Print name
President, Officer

BY: _____
GISELA PICHARDO, Print Name
SECRETARY, Officer

The foregoing instrument was acknowledged before me this date by Carlos Lopez and Gisela Pichardo who are personally known to me and did take an oath. The undersigned authority, by means of X physical presence or __ online notarization, personally appeared Carlos Lopez and Gisela Pichardo who acknowledged executing the foregoing instrument. WITNESS my hand and official seal in the state and county last aforesaid this 11 day of SEPT, 2020.

My commission expires:

NOTARY PUBLIC
STATE OF FLORIDA

Notary Public State of Florida
Lourdes M. Santiago
My Commission GG 246730
Expires 08/14/2022

"EXHIBIT A"
Gym Facility and Sauna Rules, Regulations & Indemnifications

1. Introduction: Each homeowner of Three Lakes Property Owners Association, Inc. (hereafter "Three Lakes") and his or her family members, tenants, guests, and/or invitees are subject to this Rules, Regulations, & Indemnifications. Gym Facility use is governed by the instant Rules, Regulations & Indemnifications; additional Rules & Regulations implemented in the future; Three Lakes' Declaration of Restrictions and Covenants; as well as Three Lakes' Rules and Regulations.

2. Use Requirement: Any and all individuals who uses the Gym Facility or Sauna in any capacity is required to sign and submit to Three Lakes this agreement prior to any use of the Gym or Sauna Facility. Once the agreement is executed a Three Lakes Gym ID will be issued. All individuals who utilize the Gym Facility are required to have on their person a valid Three Lakes Gym ID that must be presented to any board member, Three Lakes' manager, or security personnel who requests same. Any person who is not found on the list of authorized users for the Gym or Sauna Facility will be denied access to the facility or asked to leave the Gym or Sauna Facility premises.

3. Use Suspension: Use of the Gym or Sauna Facility may be suspended by a majority vote of Three Lakes' Board of Directors if: 1) there is failure to adhere to any of Rules and Regulations described herein; or 2) a homeowner is more than three (3) months delinquent in payment of maintenance fees.

4. Tenant Access: A homeowner's tenant may only access the Gym & Sauna Facility after the homeowner provides a copy of the lease and a copy of the tenant's valid identification to Three Lakes. After providing Three Lakes with a copy of the lease and a copy of the tenant's valid identification, said tenant shall have all use rights in the Gym & Sauna Facility that are readily available to homeowners. The use rights of a homeowner of a leased property shall terminate, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the homeowner as a landlord pursuant to Chapter 83, Florida Statutes. Homeowners are jointly and severally liable with their tenant(s) to Three Lakes for any amount which is required by Three Lakes to repair any damage to the Gym Facility resulting from acts or omissions of tenants (as determined in the sole discretion of Three Lakes) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied against the homeowner's property therefor. Each homeowner is responsible for the behavior and/or actions of his/her/its tenant(s).
   Any homeowner wishing to bring a guest to the gym or sauna facility, will be required to obtain an access card from the Three Lakes office for issuance of a guest access ID. Guest must provide a form of photo identification for issuance of the guest access card.
   Each home shall be entitled to have twelve (12) one-week guest passes at no charge. Additionally, passes shall be available to homeowners for a fee. Said fee shall be $____/per day and said fee may be modified from time to time as determined by the board of directors. No guest will be issued a pass for more than seven (7) one day visits per annum.

5. Guest/Invitee Access: Any guest or invitee of a homeowner/tenant shall be accompanied by said homeowner/tenant while they utilize the Gym & Sauna Facility. Each homeowner/tenant is responsible for the behavior and/or actions of his/her/its guest(s) or invitee(s). There shall be a maximum of three (3) individuals from each household utilizing the Gym & Sauna Facility at one time. For instance, each homeowner shall have a maximum of two (2) guests accompanying him or her during a visit to the Gym Facility; similarly, each tenant shall have a maximum of two (2) guests accompanying him or her during a visit to the Gym Facility.

6. Age Restrictions: Individuals eighteen (18) years of age and older are permitted to use the Gym & Sauna Facility without adult supervision. Minors sixteen (16) years of age and older may ONLY use the Gym Facility with adult supervision or if such minor's parent or legal guardian releases Three Lakes from liability for such use pursuant to consent form(s) provided by Three Lakes 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 Gym Facility caused by such minors. Minors under the age of sixteen (16) years of age are not permitted in the Gym & Sauna Facility under any circumstances with one exception. The sole exception where a minor under the age of sixteen (16) years of age will be permitted within the Gym & Sauna Facility is for use as it pertains to medical rehabilitation with a licensed and insured trainer/therapist so long as the following requirements are met:

    a. Said minor must be accompanied by one (1) or two (2) adult licensed and insured physical trainers and/or therapists; and

    b. Prior to access to the Gym & Sauna Facility the following documents must be provided to Three Lakes:

        i. A letter executed by the medical doctor who is treating the subject minor. Said letter must be on the doctor's letterhead, include the doctor's medical identification, provide the name of the condition which the minor suffers, explain why the Gym Facility is necessary, state that the condition prevents the child from conducting "normal" or everyday physical activities without assistance, state the time frame for the minor's use of the Gym Facility (i.e., indefinitely, three (3) months, etc.), and contain a copy of the prescription for the therapy; and

        ii. The physical trainer(s) and/or therapist(s) must provide Three Lakes with a copy of a valid photo identification, valid insurance documents and valid professional license.

7. Personal Training Restrictions: Three Lakes' homeowners and other authorized users of the Gym Facility are entitled to bring a personal trainer to the Gym & Sauna Facility for the sole purpose of providing the homeowner or other authorized user with personal training services. Said personal trainer shall have professional liability insurance policy in the amount of $1,000,000.00 or more per occurrence with a minimum $10,000,000 umbrella. Each personal trainer must, prior to training, present Three Lakes with a copy of its insurance policy, name of resident to be trained, his or her name, address, telephone number, and a list of his or her certifications and licenses.

8. Commercial Use Restrictions: Three Lakes' homeowners, his or her family members, tenants, or other authorized users of the Gym & Sauna Facility are not permitted to utilize the Gym & Sauna Facility for his/her/its own commercial use or gain. This includes, but is not limited to: 1) distribution of business cards, flyers, or other media which advertises a good and/or service; 2) performing personal training services within the Gym Facility; 3) selling items of any kind within the Gym & Sauna Facility; and 4) performing a service of any variety within the Gym & Sauna Facility.

9. Person and Personal Property: Each homeowner assumes sole responsibility for the health, safety, and welfare of such homeowner, his or her family members, tenants, guests, invitees, and the personal property of all of the foregoing. Three Lakes shall not be responsible for any loss, theft, or damage which occurs to any personal property used or stored within the Gym & Sauna Facility. Each homeowner shall be liable for any property damage and/or personal injury which occurs at the Gym & Sauna Facility, or at any activity or function operated, organized, arranged or sponsored by Three Lakes, caused by any homeowner, his or her family members, tenants, guests, or invitees. Three Lakes shall not be liable for, and all homeowners, his or her family members, tenants, guests, and/or invitees shall assume all risks that may occur by reason of, any condition or occurrence including, but not limited to, damage to the Gym & Sauna Facility on account of any casualty, water, or the bursting or leaking of any pipes or waste water about the Gym & Sauna Facility, or from any intentional, negligent, or otherwise-described act of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever. Neither Three Lakes nor any homeowner shall be entitled to cancel these Rules and Regulations or obtain any abatement in assessments, as a result of any such occurrence and/or inability to access or utilize the Gym & Sauna Facility due to said occurrence.

10. General Usage Rules: All individuals who utilize the Gym & Sauna Facility shall bring a towel with them at all times to wipe down all exercise equipment after use. All equipment is to be used on a first-come, first served basis. Each piece of cardio equipment is to be used for a maximum of sixty (60) minutes if no one is waiting for it and thirty (30) minutes if someone is waiting for it. All users of non-cardio equipment within the Gym Facility are to share / allow others to utilize the equipment between multiple sets. All individuals who utilize the Gym Facility shall throw refuse into the receptacle. No food is allowed in the Gym & Sauna Facility. No alcoholic beverages, illegal substances, or intoxicated individuals are permitted inside of the Gym & Sauna Facility. No smoking is allowed in the Gym & Sauna Facility. No misuse of gym equipment is permitted. Turn off all lights when leaving the Gym & Sauna Facility and no one else is inside. Keep all windows and doors to the Gym Facility closed at all times. Conversations are to be kept to a minimum. No voice conversations are to be conducted on cellular telephones within the Gym & Sauna Facility. Cellular phones are to be silenced within the Gym & Sauna Facility. Music is to be played via headphones at an audio level which does not have an effect on other individuals in the Gym & Sauna Facility or any individuals outside of the Gym Facility. No animals are permitted inside of the Gym & Sauna Facility unless said animals are necessary to support a disability.

11. Attire: Wear exercise-appropriate clothing at all times. A shirt and shoes must be worn at all times. No bare feet, swimwear, or flip flops are allowed within the Gym Facility.

12. Assumption of Risk: Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes,

or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, shall do so at his or her own risk. EACH INDIVIDUAL SHOULD BE AWARE THAT, AT TIMES, THE GYM FACILITY MAY BE AVAILABLE TO INDIVIDUALS WITHOUT SUPERVISION. EACH AND EVERY INDIVIDUAL SHOULD EXERCISE CARE IN USING THE GYM & SAUNA FACILITY AS EACH INDIVIDUAL HAS ASSUMED ALL RISKS IN USING THE GYM & SAUNA FACILITY. Each homeowner shall be liable for any property damage and/or personal injury at the Gym & Sauna Facility, or any activity or function operated, organized, arranged or sponsored by Three Lakes, caused by any homeowner, his or her family members, tenants, guests, or invitees.

13. Indemnification of Three Lakes: Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, agrees to indemnify, defend, and hold harmless Three Lakes and its subsidiaries and affiliates including, but not limited to, its Property Manager, officers, directors, partners, guests, servants, agents, employees, affiliates, and attorneys (hereafter, collectively, "Indemnified Parties") from any and all actions, injury, claims, losses, liabilities, assertions of liabilities, damages, costs and expenses of any kind or nature whatsoever (hereafter "Losses") incurred by or asserted against any of the Indemnified Parties from the date of execution of this document onward, perpetually, whether direct, indirect, or consequential, as a result of or in any way related to such use of the Gym or Sauna Facility, its related activities and equipment including, without limitation, use of the Gym or Sauna Facility by the homeowner, his or her family members, tenants, guests, invitees, personal trainers, and/or the interpretation of these Rules and Regulations, and/or from any act or omission of Three Lakes or of any of the Indemnified Parties. Losses include, without limitation, any claim or claims for bodily injury or death of any persons whatsoever and for any loss or damage whatsoever, for any loss of the means of support and for any loss or damage whatsoever to property. By way of example only and not of limitation, Three Lakes may retain a gym instructor; each individual who participates in any activity with such gym instructor does so at his or her own risk, and shall indemnify the Indemnified Parties as provided herein respecting any such participation.

Each homeowner, his or her family members, tenants, guests, invitees, or any other individual who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, lease or operated by Three Lakes, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by Three Lakes, either on or off the facilities, releases, acquits, and forever discharges Three Lakes and each of the Indemnified Parties from any and all known and unknown causes of action, damages, liabilities, costs, expenses, and claims and demands of whatsoever kind of nature which may be had against Three Lakes or any of the Indemnified Parties.

Should any individual bring suit against Three Lakes or any of the Indemnified Parties for any claim of matter pertaining to the Gym & Sauna Facility, its related activities and equipment and fail to obtain judgment therein against such Indemnified Parties, the individual shall be liable to such parties for all losses, costs, and expenses incurred by the Indemnified Parties in

the defense of such claim or matter including, but not limited to, attorney's fees and paraprofessional fees incurred pre-trial, at trial, and upon any appeal.

14. Recorded Rules: Three Lakes may adopt rules and regulations (hereafter "Rules and Regulations") from time to time in addition to the general restrictions set forth herein. Such Rules and Regulations may be recorded; therefore, each Owner and Tent should request a copy of recorded Rules and Regulations from Three Lakes and become familiar with same. Such Rules and Regulations may be implemented without prior notice. Such Rules and Regulations are to be abided by in addition to the general restrictions set forth herein.

15. Future Rules and Regulations: Three Lakes may amend or add to these Rules and Regulations at any point without notice.

16. The Law that Governs & Severability: These Rules, Regulations, and Indemnifications are governed by Florida law. If any portion of these Rules, Regulations, and Indemnifications is found to be invalid in a court of law or invalidated pursuant to Florida law, the remainder of the document which is not deemed invalid remains valid.

17. Miscellaneous: The terms of these Rules, Regulations, and Indemnifications are contractual, not a mere recital, and enforceable upon execution. Any and all issues pertaining to the Gym & Sauna Facility are to be addressed to management. This agreement pertains to the legal description described below.

18. Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

20. Legal Description of Gym Facility: Tract B-3 of SILVER LAKES SECTION THREE, according to the Plat thereof, as recorded in Plat Book 148, at Page 3, of the Public Records of Miami-Dade County, Florida.

21-**How to Sauna Safely**

- Undress and place all belongs in a secure locker.
- Remove watches, jewelry and any metal charms or objects as they can become very hot in the sauna.
- Remove all make-up and shower before entering the sauna.
- **Clean swim attire must be worn,** and participants are required to bring a towel to sit on when using the sauna.
- Remember to bring a towel to sit on.
- When entering the sauna sit or lie on your towel on a bench that is at a comfortable height.
- The surface of the rocks, heater and surrounding area can be extremely hot. Exercise caution.
- Do not smoke, exercise, eat or drink beverages in the sauna room.
- Newspapers, magazines, or other reading materials are prohibited.
- Relax, within eight (8) to ten (10) minutes the dry heat will raise your body temperature and the perspiration will clean the pores of your skin.

- Before becoming too uncomfortable, leave the sauna and take a cold shower to close the pores of your skin.
- Return to the sauna for up to ten (10) more minutes.
- Pour two (2) ladles of water onto the rocks to produce steam add more water at intervals.
- A total time in the sauna of 20 – 30 minutes should be adequate. Too much time may result in dizziness, nausea or fainting.
- When you completed your session take another cold shower.
- Wrap yourself in a dry towel and relax for 15-20 minutes (your body temperature should be close to normal by then) and then take a warm shower before dressing.
- Drink plenty of fluids when sauna bathing to replace those lost through perspiration – but never alcohol.
- If at any time you feel ill during your session, leave the sauna immediately and consult with your doctor.

What are the potential hazards?

- Excess heat or overuse can cause nausea and/or fainting.
- Burns caused by touching the sauna stove and light fittings.
- Cross infection from unhygienic bench surfaces.
- Shock due to sudden temperature changes caused by the use of cold showers.
- Allergy to chemicals used to disinfect the sauna, locker room and shower.
- Fire or fumes from towels or other flammable items placed on, near or above the sauna stove.
- Slipping injuries on wet flooring.

The sauna should not be used if you:

- Suffer from heart disease or circulatory problems, high or low blood pressure or any condition which may affect your reaction to heat.
- Are suffering from infectious skin diseases, sores or wounds.
- Are taking any anticoagulants, antihistamines, vasoconstrictions, vasodilators, stimulants, hypnotics, narcotics or tranquilizers, or any medications whatsoever which makes you unsure as to the advisability of using saunas.
- Have had a heavy meal within one and half hours (1.5 hours).
- Have consumed alcohol within the last one and half hours (1.5 hours).
- Have recently exercised. Time should be given to enable the body temperature to return to normal levels.
- Suffer from any condition whatsoever which makes you unsure as to the advisability of using saunas.
- You are under the age of 18 years old.
- If you are pregnant. Pregnant women should seek medical advice before using the sauna.
- If you are elderly, since as the body becomes older it is less effective at dealing with the stresses placed upon it. Elderly people should not engage in unnecessary sauna bathing. If you do, you should seek medical advice before using the sauna.

I hereby acknowledge and agree to all of the terms stated herein.

Date: _____ day of _____, 202_____

Three Lakes Address:_____

HOMEOWNER:

Homeowner Name(s): _____/_____

Homeowner Signature:_____/_____

Homeowner Home Phone Number: _____

Homeowner #1 Cellular Phone Number: _____

Homeowner #2 Cellular Phone Number: _____

Homeowner #1 E-mail: _____

Homeowner #2 E-mail: _____

Homeowner #1 Card or Remote Number: _____

Homeowner #2 Card or Remote Number: _____

HOMEOWNER'S ADULT CHILDREN OR GUEST:

I hereby acknowledge and agree to be responsible for all of the terms stated herein for my adult children or guest(s) using the gym.

Homeowner Name(s): _____/_____

Homeowner Signature:_____/_____

HOMEOWNER'S ADULT CHILD OR GUEST #1:

Homeowner's Adult Child or Guest #1 Name: _____

Homeowner's Adult Child or Guest #1 Signature: _____

Homeowner's Adult Child or Guest #1 Card or Remote Number: _____

HOMEOWNER'S ADULT CHILD OR GUEST #2:

Homeowner's Adult Child or Guest #2 Name: _____

Homeowner's Adult Child or Guest #2 Signature: _____

Homeowner's Adult Child or Guest #2 Card or Remote Number: _____

HOMEOWNER'S MINOR CHILDREN AGE 16-17:
I hereby acknowledge and agree to be responsible for all of the terms stated herein for my minor children (16-17) using the gym including agreeing that they may only use the Gym Facility with adult supervision.

HOMEOWNER'S MINOR CHILD #1:

Homeowner's Child #1 Name: _____

Homeowner's Child #1 Date of Birth: ____/____/____

Homeowner's Signature: _____

HOMEOWNER'S MINOR CHILD #2:

Homeowner's Child #2 Name: _____

Homeowner's Child #2 Date of Birth: ____/____/____

Homeowner's Signature: _____

HOMEOWNER'S TENANT(S):

I hereby acknowledge and agree to be responsible for all of the terms stated herein for the Tenant(s) using the gym.

TENANT:
Only tenants listed on the lease agreement may use the gym facilities. A copy of the lease agree must be on file with the association.

HOMEOWNER'S TENANT #1:

Homeowner's Tenant #1 Name: _____

Homeowner's Tenant #1 Home Phone Number: _____

Homeowner's Tenant #1 Phone Number: _____

Homeowner's Tenant #1 E-mail: _____

I hereby acknowledge and agree to all of the terms stated herein.

Date: _____ day of _____, 202_____

Homeowner's Adult Tenant #1 Signature: _____

Homeowner's Adult Tenant #1 Card or Remote Number: _____

HOMEOWNER'S TENANT #2:

Homeowner's Tenant #2 Name: _____

Homeowner's Tenant #2 Home Phone Number: _____

Homeowner's Tenant #2 Phone Number: _____

Homeowner's Tenant #2 E-mail: _____

I hereby acknowledge and agree to all of the terms stated herein.

Date: _____ day of _____, 202_____

Homeowner's Adult Tenant #2 Signature: _____

Homeowner's Adult Tenant #2 Card or Remote Number: _____