THE DELAVAN CLUB CONDOMINIUM OWNERS ASSOCIATION
CLUBHOUSE RULES AND REGULATIONS

The Clubhouse is an attractive and important asset of The Delavan Club, enhancing the value of our investment as Unit Owners in our Units, and adding to the quality of life of all Unit Owners at The Delavan Club. Accordingly, it is the policy of the Association that:

1. All Unit Owners be given free and equal access to the Clubhouse, so long as they do not in exercising free access cause damage to the Clubhouse or its contents, or otherwise interfere with the rights of other Unit Owners;

2. The Clubhouse shall be a place of community, where Unit Owners may meet and socialize; and

3. All Unit Owners be held accountable for their actions and those of their tenants, invitees and guests and for all damage or injury to the Clubhouse or its contents.

The following Rules and Regulations are therefore hereby adopted for the use of the Clubhouse:

1. The Clubhouse shall remain open to the general use of the Unit Owners, their tenants, licensees and guests, during the hours of 8:00 a.m. through 9:00 p.m. daily, except as to those times in which a private function permit is granted for the upper level, as provided in section 3 below. Provided, however, that no person under the age of 16 shall be admitted to the pool unless in the company of an adult.

2. Each Unit Owner shall be responsible for their own actions and for the actions of their tenants, invitees and guests who may use the Clubhouse. The Board shall have the right to levy fines against, or to levy a special assessment against the unit ownership of any Unit Owner who violates, or any of whose tenants, invitees or guests violate the following rules:

   (a) Refreshments may be brought into the Clubhouse, provided all persons who do so shall use reasonable care to insure that such refreshments are responsibly handled, and are cleaned up by the person or persons who brought them.

   (b) No noxious or offensive activity or language may be used or conducted in the Clubhouse. No illegal substances shall be used, disseminated, or brought into the Clubhouse at any time. Anyone who is asked by more than three (3) owners of separate units, or by the Association Managing Agent to leave the Clubhouse, shall promptly do so, in compliance with all other Rules and Regulations.

   (c) No tenant, invitee or guest of a Unit Owner may invite or permit any other person to occupy the Clubhouse or use its facilities. No Unit Owner may invite or permit more than eight (8) persons to occupy the Clubhouse at any time; provided however, that with respect to the upper level, a unit

owner may invite or permit more than eight (8) persons so long as such Unit Owner shall have applied for and obtained a Private Function Permit, as provided in section 3 below.

(d) No television sets, stereo systems, or sound transmission systems shall be brought to or played in the upper level of the Clubhouse at any time, unless such system is equipped with an earphone or other private hearing device which mutes the sound to the public.

3. A Unit Owner who wishes to have exclusive use of the upper level, or who wishes to invite more than eight (8) persons to the upper or lower levels of the Clubhouse, may apply for and receive a Private Function Permit, by filling out the Permit Application Form attached hereto. The Board shall endeavor to consider all such applications fairly and with equal consideration for all, but reserves the right in its exclusive discretion to deny a Permit for causes reasonably related to the health, safety and welfare of the Unit Owners and their families. Priorities as to time shall be on a first-applied-first-served basis. Every Application shall be accompanied by a Security Deposit, which Deposit is initially established at $200 per function, but may be amended at any time hereafter by vote of the Board. In addition, the Board reserves the right to set any one or more of the following conditions to the granting of a permit:

(a) That the Applicant furnish at the Applicant's expense a Certificate of Insurance evidencing Comprehensive Liability and / or Dram Shop coverage in limits greater than or equal to the liability limits maintained by the Board and without co-insurance exclusions;

(b) That the Applicant furnish a list of any and all caterers who will supply food or drink to be cooked or warmed on the premises, and that said caterers be required to furnish such a certificate of insurance;

(c) That the Applicant furnish an additional deposit, as a result of the particular activity or number of persons invited;

(d) That the Applicant furnish proof of Unit Ownership and payment of all outstanding assessments, late fees and charges;

(e) That the Applicant instruct guests to park their vehicles specifically where designated by the Board; or

(f) Such other or further conditions which may reasonably protect the Clubhouse, its occupants, or the Unit Owners.

4. If decorations are to be used, no tape or other adhesive and no nails or tacks may be used to affix decorations to drywall and / or painted surfaces. Any decorations used must be removed as part of the clean up process.

APPLICATION FOR A PRIVATE FUNCTION PERMIT
DELAVAN CLUB CONDOMINIUM OWNERS ASSOCIATION

The undersigned, _____,
Hereby declare that (I am / we are) the Owner(s) of Unit _____
in The Delavan Club Condominium, and that we make the representations herein contained for the purpose of inducing the Board to grant a Private Function Permit for use of the Clubhouse, as described below. We hereby represent to you as follows:

The function will be held on the following date _____ between the hours of _____ .m. and _____.m. We will in any event vacate the Clubhouse and complete all cleaning by _____.m.

We understand that only use of the Upper Level is granted by the Permit issued pursuant to this Application, and no permission is given for exclusive use of any of the other facilities.

The function is a _____ (describe type of function).
Liquor will ____ will not ____ be served. (Check one).

We are expecting no more than _____ guests. We will be serving the following food _____. The function will ____ will not ____ be catered. If catered, the caterer is _____.

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Arrangements for cleanup: _____.

The undersigned hereby agree to indemnify, save and hold harmless the Association, the Board, an the Unit Owners from and against: (1) any and all damage to any property of the Association, the contents or facilities of the Clubhouse or the Clubhouse itself; and (2) any and all claims made by any person or party arising directly or indirectly out of the function for which a permit is granted, including the costs of defense of same. The undersigned further do hereby agree that any unpaid damages, costs, expenses, property damage, or fees incurred by the Board or the Association as a direct or indirect result of any of the matters for which any indemnity is given hereby, shall be a lien against our Unit, and may be foreclosed in the same manner of assessment liens as provided in the Declaration of Condominium.

_____

_____
the Owners of the above Unit.

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Permit granted by the Board _____ Date _____
(authorized signature)