

DELAVAN CLUB CONDOMINIUM OWNERS ASSOCIATION
RULES AND REGULATIONS

Pursuant to the authority vested in the Board of Directors of the Association under Section 6.10 (a) of the Declaration of Condominium and Article V Section 16 of the By-Laws of the Association, the following Rules and Regulations are hereby adopted, enacted and immediately deemed to be in full force and effect, until amended or rescinded by written resolution of the Board:

1. Definitions.

- (a) For purposes hereof, to the extent the following terms are used herein: “Declaration”, “Property”, “Unit”, “Unit Owner”, “Association”, “Building”, “Common Elements”, “Common Expenses”, “Person”, “Parking Area”, “Occupant”, “Streets”, “Roads”, “Invitee”, “Guest” and “Tenant”, each shall have the same definition as set forth in Article of the Declaration of Condominium.
- (b) The term “Clubhouse” shall denote the two-story building located on the premises adjacent to the swimming pool, the lower level of which contains locker, shower, sauna and steam facilities, and the upper level of which contains office and recreational meeting space.
- (c) The term “Pool” shall denote the swimming pool adjacent to the Clubhouse, together with all amenities including adjacent deck and hot tub.
- (d) The terms used in the Waterfront Rules and Regulations referenced below, shall have the same meaning as set forth in the Waterfront Rules and Regulations adopted September 1992 and distributed to Unit Owners October 9, 1992.
- (e) The term “Waterfront Plaza” shall denote the multiple-level patio deck located between the Devonshire and Essex Buildings.
- (f) The terms “invitee”, “licensee” and “guest” shall denote collectively, any and all Persons permitted by a Unit Owner to be physically present for any period of time on the Property, and shall specifically include without limitation tenants, social guests, house guests, party guests, Occupants and family members.
- (g) The terms “vehicle” and vehicular traffic” shall denote all motorized and non-motorized vehicles including, not by way of limitation automobiles, motorcycles, trucks, vans, mopeds, all-terrain-vehicles, tractors, snowmobiles, motor bikes, and trailers.
- (h) The term “Outdoor Storage Area” shall denote the area located at the northwest corner of the Property, designated for storage of boats, trailers, and like vehicles.

2. Unit Owner's Responsibility.

Each owner is responsible for full compliance with these Rules and can be hold liable for damages caused by his family, agents, tenants, visitors, and guests.

Whenever the term Association is used, it shall be construed to mean Delavan Club Condominium Association.

Many of these rules are based on restrictions contained in the documents. Where there is a difference in the working, the text of the document(s) applies rather than the rule.

Condominium living is not the same as living in a single-family structure. Owners share in the appearance and hence sales appeal of the units in the community.

Any problems, questions, or suggestions must be submitted in writing to the Association Property Manager to be considered.

3. Enforcement.

- (a) Subject to the provisions of Paragraph 2. (b) below, the Board shall have the power to enforce these Rules and Regulations by each and every means allowed by law, including without limitation:
 - (1) The right to assess a fine of not less than \$25 nor more than \$250 for each violation by a Unit Owner or by his, its or their invitees, licensees or guests, of any of these Rules or Regulations. Every single occurrence by which any Rule or Regulation is violated may, for purposes hereof, be considered a separate violation and may be fined separately. Any fine shall be deemed equivalent to a special assessment against the Unit Owner and said Unit Owner's Unit, which fine shall be a lien against said Unit and shall be collectible in the same fashion as any other assessment.
 - (2) The right to compel and effect by self-help, if necessary, the removal of the offending condition or state of facts by which the rule violation is committed. In the event the Board takes such action, the costs of removal of the offending condition shall be solely borne by the Unit Owner whose acts or omissions (or whose licensees', invitees' or guests' acts or omissions) cause the violation. The Board shall have the right to specially assess and recover such costs of removal from and against any such Unit Owner and said Unit Owner's Unit, which special assessment shall be a lien against said Unit and shall be collectible in the same fashion as any other assessment.
 - (3) The right to compel the removal of a pet from the Property after the third violation of these rules attributed to a pet belonging to a Unit Owner or his, its or their invitees, licensees or guests.
 - (4) The right to an injunction, order abating a nuisance, or other decree or injunction of a court of equity abating such violation and preventing its recurrence.

- (5) The right to specially assess and recover all attorneys fees and out-of-pocket costs otherwise incurred in abating any such violation by that Unit Owner or by his invitees, licensees or guests, from and against any such Unit Owner and said Unit Owner's Unit, which special assessment shall be a lien against said Unit and shall be collectible in the same fashion as any other assessment.
- (b) Before exercising any of the rights set forth in Paragraph 2. (a) above, the Board shall serve not less than ten (10) days' notice in writing of the violation or suspected violation of any of these Rules or Regulations on the Unit Owner whose acts or omissions (or those of said Unit Owner's invitees, licensees or guests) allegedly caused said violation, and shall hold a hearing before the Board or any subcommittee thereof constituting two (2) or more Board members, for the purpose of according the Unit Owner an opportunity to present such evidence as said Unit Owner elects, respecting the alleged violation. Any action by the Board must be undertaken by written resolution approved by the Board in accordance with the By-Laws.
- (c) Upon the signed written complaint of two (2) or more Unit Owners submitted to the Board, the Board or any subcommittee thereof constituting two (2) or more Board members, shall schedule a hearing with notice as required by Paragraph 2. (b) above, at which both the complaining and respondent Unit Owners may appear and be heard respecting any alleged violation.

4. Waterfront and Boat Slips.

The Waterfront Rules and Regulations adopted September 1992, and distributed to the Unit Owners on October 9, 1992, are hereby ratified and confirmed. Said Waterfront Rules and Regulations are attached hereto as Exhibit "A".

5. General Provisions Regarding Unit Ownership and Occupancy.

The provisions of Article V Section 13 of the By-Laws of the Association are attached hereto as Exhibit "B" and are ratified and confirmed.

6. Construction Modifications: Building Integrity.

- (a) No structural alteration (including without limitation the addition, removal or alteration of the location of windows or doors; the movement of the location of any wall within or external to a unit; any modification in the type of window or door installed in a Building; the alteration or replacement of any porch, patio surface, balcony surface, roof component, external lighting fixture or vent; or the combining of the living spaces of two or more Units) shall be made in any Building or any portion thereof, without the prior written approval of the Board.

- (b) In acting upon any request for approval of a structural alteration, the Board shall have the right to require as a condition of the approval of any such request any one or more of the following: that the Unit Owner provide written Plans and Specifications detailing the proposed alterations; that an engineer approved and engaged by the Board at the sole cost and expense of the Unit Owner requesting approval, review and approve the proposed alteration; that the Unit Owner provide a Certificate evidencing Contractors' Liability, Workers' Compensation, Complete Operations, Comprehensive General Liability and other insurance naming the Contractor, the Unit Owner and the Association as additional parties insured; that the contractor be approved by the Board in its sole discretion; or such other conditions as are reasonable and will afford protection to persons and property affected by the proposed alteration.

7. Pets.

All pets shall be leashed when they are on the Property and outside a Unit. No pets shall be allowed in the Clubhouse or Pool. Any defecation by any pet in or on any part of the Common Elements shall be immediately removed by the Unit Owner or said Unit Owner's invitee, licensee or guest having custody of the pet.

8. Landscaping.

To insure uniformity of appearance, the Association shall be exclusively responsible for and shall provide, landscaping where appropriate in all the Common Elements of the Property, including all exterior planters and plant boxes attached to the Buildings. No Unit Owner shall till, turn over, or fertilize the soil; nor shall any Unit Owner plant any flowers, vegetables, trees, bushes, shrubs or other plants anywhere on the Common Elements of the Property.

9. Waste Containers.

The Association shall provide suitable waste and refuse containers in and around the Common Elements of the Property as it deems necessary to effectuate trash accumulation and collection in a safe and sanitary manner, with minimal disturbance to the Unit Owners. All Unit Owners are expected to cooperate in placing all refuse and recyclables in the appropriate waste containers provided. No Unit Owner shall locate any refuse container anywhere on or about the Common Elements of the Property. No Unit Owner shall cause or permit the accumulation of trash, waste or refuse within his, her or its Unit, or elsewhere on the Property.

10. Vehicle Traffic, Parking.

- (a) The speed limit for vehicular traffic within the Parking Area and within the entire interior road system on the Property shall be 15 m.p.h.
- (b) No boat trailers, trailers, campers or non-motorized vehicles shall be stored, parked or otherwise located anywhere on the Property, except within the Outdoor Storage Area, in accordance with the provisions of Rule 13 below, or within an enclosed garage.

- (c) Only non-commercial vehicles belonging to Unit Owners or their licensees, invitees or guests may be parked in the Parking Area. All such vehicles shall be parked vertically, opposite the Buildings. A Unit Owner may park a vehicle in front of such Unit Owner's Garage only, and in front of no other garage without the permission of the Owner of said Garage. In the event a Unit Owner expects a large amount of Persons to be present at the same time, said Unit Owner must contact the Association to arrange for overflow parking, in order to prevent the towing of vehicles parked in violation of these Rules and Regulations.
- (d) The Association shall have the right and power to cause any vehicle parked or located in violation of these Rules and Regulations to be towed and removed without notice, at the Unit Owner's (or his licensee's, invitee's or guest's) sole expense. Every Unit Owner who violates these Rules shall be deemed to have consented to said towing and removal, and shall be further deemed to have released the Association from any and all liability as a result of said towing and removal. Every Unit Owner whose invitee, licensee or guest violates these Rules shall be deemed to have agreed to indemnify the Association from and against any and all claims of liability as a result of said towing and removal.
- (e) All vehicles operated on the Property shall be equipped with proper noise muffling systems, and shall otherwise be operated in such a manner as to cause minimal disturbance to the Occupant.
- (f) No motorized vehicles may be driven on the property by anyone under the age of 16 years unless accompanied by an adult.

11. Outdoor Grills.

Due to the fire hazards presented by the use of outdoor grills, the dangers presented by wind-driven cinders, the hazards to Occupants located on patios or decks located directly beneath a porch or balcony and the limitations on available fire protection, only propane-fueled, natural gas-fueled and electric grills may be operated on balconies and patios. Charcoal-burning grills may not be operated within 25 feet of any building.

12. Clubhouse and Pool.

- (a) The regular hours of operation of the Clubhouse and Pool shall be determined by resolution of the Board.
- (b) The upper level of the Clubhouse and Pool shall be made available on such terms as the Board may determine, for the private use of any Unit Owner only, during hours other than the regular hours of operation. The Association may not levy or assess any charge for the use of the Clubhouse by a Unit Owner, but may require as a condition for the use of the Clubhouse, one or more of the following at the expense of the Unit Owner requesting use of the Clubhouse: a security deposit of not less than \$250 to be applied to clean-up, replacement and repair if necessary; a certificate of insurance evidencing Comprehensive General Liability and / or Dram Shop coverage; a written agreement by the Unit Owner to be responsible for all damage to the Clubhouse or its contents; payment for special gate security officer or traffic control personnel; or such other measures as will reasonably

insure the safety of the Property and the non-disturbance of Unit Owners. The owner (host) shall be responsible for clean-up, and shall indemnify the Association for actual expenses incurred, plus damages.

13. Private Use of the Waterfront Plaza.

The Waterfront Plaza shall be made available on such terms as the Board may determine, for the private use of any Unit Owner only, during hours other than the regular hours of operation. The Association may not levy or assess any charge for the use of Clubhouse by a Unit Owner, but may require as a condition for the use of the Clubhouse, one or more of the following at the expense of the Unit Owner requesting use of the Waterfront Plaza: a security deposit of not less than \$100 to be applied to clean-up, replacement and repair if necessary; a certificate of insurance evidencing Comprehensive General Liability and / or Dram Shop coverage; a written agreement by the Unit Owner to be responsible for all damage to the Clubhouse or its contents; payment for special gate security officers or traffic control personnel; or such other measures as will reasonably insure the safety of the Property and the non-disturbance of Unit Owners.

14. Outdoor Storage Area.

The Outdoor Storage Area may be used for the storage of vehicles such as boat trailer, camper trailers, snowmobile trailers, wave-runner or jet-ski trailers, and like vehicles, owned by Unit Owners only. The Outdoor Storage Area may also be used for the temporary parking of commercial vehicles of Unit Owners, and for temporary parking of automobiles belonging to invitees, licensees and guests of Unit Owners. No automobiles, trucks, or motorized vehicles may be parked in the Outdoor Storage Area. All such vehicles must display an identification sticker, which may be obtained from the Association. The Association shall have the right to tow and remove any vehicle parked in the Outdoor Storage Area in violation of these Rules and Regulations without notice, at the Unit Owner's (or his licensee's, invitee's or guest's) sole expense. Every Unit Owner who violates these Rules shall be deemed to have consented to said towing and removal, and shall be further deemed to have released the Association from any and all liability as a result of said towing and removal. Every Unit Owner whose invitee, licensee or guest violates these Rules shall be deemed to have agreed to indemnify the Association from and against any and all claims of liability as a result of said towing and removal.

15. Security.

- (a) The Association has issued and will continue to issue 4 identification passes per Unit to all Unit Owners. These identification passes are necessary to allow access through the front gate when a gate security personnel is present, and for entry to the Clubhouse and Pool.
- (b) Unit Owners shall permit these passes to be used only by: (1) members of their immediate families; (2) Unit Owners' licensees, invitees and guests who are (unless they are Occupants) physically present on the Property at the same time as the Unit Owner is physically present on the Property; or (3) Occupants residing in a Unit.
- (c) No Unit Owner shall allow use of any identification pass or otherwise permit entry on the Property by any Person other than a Person described in Paragraph 15 (b) above.

- (d) In addition to the other remedies herein and otherwise provided for breach of these Rules and Regulations, the Board shall have the right to revoke, subject to the provisions of Paragraph 3 (b) above, all identification passes issued to any Unit Owner found to have violated these Rules and Regulations, and to deny that Unit Owner access to and use of the Clubhouse and Pool.