

The Fox Lake Clubhouse and Decks are a Non-Smoking Facility.

1. Animals (pets) are not permitted in the Fox Lake Clubhouse.
2. The maximum capacity of the Clubhouse is **Forty (40) people**. It is your responsibility to control this limit.
3. The property owner reserving the Clubhouse and/or Pavilion must be in attendance for the ***entire duration*** of the function. An adult property owner must be present at all times during events held for guests under 18 years old. The property owner reserving the Clubhouse or Pavilion is responsible for the conduct of all guests.
4. All decorations must be free-standing, and none are permitted to be secured to the walls, mantel, ceilings or floors. ***No tape, tacks or paint are permitted.***
5. Grills are not permitted on the Clubhouse deck.
6. Temperature settings inside the Clubhouse during all functions should be set at **72** degrees in the summer months and **68** degrees in the winter months. You may wish to make the adjustments prior to your function to assure your guests' comfort. After functions, set temperature at **82** degrees in summer and **55** degrees in winter.
7. All vehicles must be properly parked in the parking area provided. Parking on the lawn or blocking a private driveway is prohibited. If overflow parking is needed, park on one side of the street only. It is the responsibility of the property owner reserving the Clubhouse to inform their guests about these rules.
8. Clean-up following the function or event is the responsibility of the property owner signing the Use Agreement. The Clubhouse and/or Pavilion shall be cleaned after your function in a condition suitable for use by another property owner following your event. Cleaning supplies are located under the kitchen sink.
 - ✓Return all furnishings to their approximate original places.
 - ✓Wash the counters, sinks and appliances.
 - ✓Make sure the stove and microwave are turned off.
 - ✓Clean the folding tables and chairs.
 - ✓Wipe smudges and spills from woodwork, walls, cabinets, and tabletops.
 - ✓Remove ***all food and ice*** from the Clubhouse refrigerator.
 - ✓Sweep the floors and deck. Broom, dustpan and mop are in the closet.
 - ✓Clean the restroom and empty the wastebaskets.
 - ✓Fireplace in Pavilion must be cleaned of ashes.
 - ✓All trash ***MUST*** be removed from the Clubhouse and Pavilion area.
 - ✓Trash must be deposited of by the property owner signing the Use Agreement.
 - ✓***No trash pickup is provided.***

IMPORTANT: The property owner reserving the Clubhouse is responsible for the payment of repair or replacement of any and all damaged items. This responsibility will remain in effect until the Fox Lake Homeowners Association completes a visible inspection of the Clubhouse and Pavilion for damages.

The property owner signing the Use Agreement will be notified of any damages and repairs to be reviewed by the Board of Directors and of any delay in returning the security deposit pending this review.

Fox Lake

Clubhouse/Pavilion Rules and Regulations

The Rules and Regulation for the use of the Clubhouse and Pavilion are in effect as of October 10, 2010.

The following rules and regulations pertain to the Fox Lake Clubhouse and Pavilion. The Clubhouse rules and regulations have been approved by the Association Board and are required for Clubhouse and/or Pavilion use by Fox Lake property owners.

Access and Operating Costs

The Clubhouse and Pavilion are amenities for property owners within Fox Lake, available for occasional use by those property owners. The Clubhouse is also used for meetings of the HOA Board and the HOA Architectural Review Committee.

The utility and cleaning expenses for these occasional uses of the Clubhouse are covered in the HOA Annual Budget.

Clubhouse and Pavilion Use Eligibility

The Fox Lake Clubhouse and Pavilion are available for the use and enjoyment of Fox Lake property owners in good standing. The rules and procedures for rental are set forth below.

Restrictions

Fox Lake property owners having outstanding Fox Lake HOA dues are not considered in good standing.

No for-profit business activities or events are permitted if the intent of the use is for solicitation, promotion and/or sales of any kind. This restriction applies to Fox Lake property owners.

Clubhouse and Pavilion Occupancy

The maximum occupancy for the Fox Lake Clubhouse is **40 persons**. The maximum occupancy for the Fox Lake Pavilion is **50 persons**.

Non-Recurring Events

Property owners of Fox Lake may use the Clubhouse on a non-recurring basis by reserving a date and paying a \$250 refundable deposit. The HOA holds the security check until confirmation that there are no damages to the clubhouse.

The property owner must be present for the entire event. There are no additional utility or cleaning charges for non-recurring events.

Recurring Events

Recurring events impact the availability of the site for all other residents and they generate additional expenses for the other property owners.

Therefore, the following guidelines apply to use of the Clubhouse for recurring events:

1. The Clubhouse may not be scheduled for more than two weeks in advance in order that non-recurring usage requests receive priority.
2. The Clubhouse cannot be rented by outside groups, but those groups can be hosted by a property owner. The owner must be present for the entirety of each event of the group in the Clubhouse.
3. The following charges apply to recurring events that use the Clubhouse, in addition to the one-time, \$250 refundable deposit:
 - a. A utility surcharge of \$5.00 per hour of use
 - b. A cleaning surcharge of \$25 per week

Reservation Periods

No property owner may make a reservation for more than two (2) consecutive days and no more than four (4) days in any one month without prior approval.

During the week (i.e. Sunday through Thursday), the Clubhouse and Pavilion may be used from 8:00 a.m. until 11:00 p.m. **Music, or other loud noise, must cease at 10:30 p.m. during the week.** During the weekend (i.e. Friday and Saturday), the Clubhouse and Pavilion may be used from 8 a.m. until 12 midnight. **Music, or loud noise, must cease at 11 PM.**

Set-up Prior to the Event

The above use periods include time for set-up. Property owners may not begin preparation activities or allow access to the Clubhouse by guests or other participants of the event prior to the stated periods. Caterers, and other non-residents, are not permitted in the Clubhouse without the property owner's presence.

Cleaning and Furniture Arrangement Following the Event

It is the responsibility of the property owner using the Clubhouse to put all furniture in its original location. Property owners must finish all tasks prior to the end of the use period. Property owners must remove all personal and rental property by the end of the use period. The property owner reserving the Clubhouse should return the Clubhouse to the condition it was in prior to the property owner's event. All trash must be removed from the area. No trash pick-up is provided.

Clubhouse and Pavilion Use Restrictions

Reservation is limited to the interior of the Clubhouse and the Pavilion

Restrictions include:

- No smoking is permitted in the Clubhouse or on the deck.
- No permanent structures may be erected outside the Clubhouse.
- No paint, tape or tacks are permitted on walls, windows, fixtures, molding, fireplace, mantels or ceiling.
- Interior Clubhouse furniture must remain in the Clubhouse at all times.
- No animals (pets) are permitted in the Clubhouse.
- Deck furniture should remain on the deck.
- Folding chairs and tables may be used in the Clubhouse or on the deck.
- All events must be over by 12 midnight. One hour is allotted for cleanup between 12 Midnight and 1 AM. No overnight events are permitted in the Clubhouse, Pavilion or common areas.
- Parking is provided adjacent to the Clubhouse and should be used by the participants of the event. If parking is inadequate, guests are requested to park on one side of the street. **No parking on the lawn** or blocking private drives is permitted.

Responsibilities, Risks, Liabilities and Hazards

The property owner assumes all responsibilities, risks, liabilities and hazards incidental to the activities for (including, but not limited to, the serving of alcoholic beverages), and hereby release and forever discharge the Fox Lake Homeowners Association, its officers, directors, employees, agents and members, past, present and future, from any and all claims, costs, causes of action and liability for personal injury or death and damage to or destruction of property arising from my use of the Clubhouse and its appurtenances. Violations thereof by any person setting up, serving at present at, attending, or in any other way related to the function, may, at the sole discretion of the Association's Board of Directors, result in, but is not limited to, forfeiture of the refundable deposit.

The property owner agrees that, if alcoholic beverages are served during the function, then alcoholic beverages **shall (1) not be sold at the function, (2) not be served or allowed to be provided to minors at the function, and (3) shall only be provided to or served to adults in a responsible manner.** At any functions held on community property, if alcoholic beverages are permitted, they are permitted on a **"bring your own"** basis only and are only to be consumed by persons **21 years of age or older**, and the property owner reserving the amenity is responsible for ensuring that attendees at the function drink responsibly and legally. **At no time will the Fox Lake Homeowners Association sale, provide or serve alcoholic beverages.**

As a condition of use of the Clubhouse, the property owner agrees to the terms of these rules and of the correlating Reservation Agreement, to use the Clubhouse subject to the right herein reserved by the Association to enter the Clubhouse and terminate the property owner's use thereof should any person engage in conduct that endangers the health, safety or welfare of other persons attending a function at the Clubhouse, or if such conduct constitutes a threat to the Clubhouse property, then the Association will have the right to immediately enter the Clubhouse and terminate the member's use of such property. It is the property owner's responsibility to verify their key code is working prior to the event.

Indemnity

The property owner agrees to indemnify and hold harmless the Fox Lake Homeowners Association, its officers, directors, employees, agents and members, past, present, and future, from any and all charges, claims, costs, causes of action and liability (including, but not limited to, attorneys' fees) for any injury, to either person or property, suffered by the property owner, family members, employees, agents servants, guests, invitees or any member of the Fox Lake Homeowners Association or any other person which arise from or are in any way related to the

agreed upon function, activity or use of the Clubhouse whether or not caused by the Association's negligence.

I, _____ (“property owner”), have read and understand the Fox Lake Clubhouse/Pavilion Rules and Regulations and agree to abide by these rules.

Important: Check your key code prior to your event to ensure that it is working properly!

Signature _____

Address

Telephone

E-Mail _____

Date _____