

**DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC
ADMISTRATIVE RESOLUTION 11 D**

**GRANTING PERMISSION TO THE RESIDENTS TO UTILIZE THE CLUBHOUSE FOR
PRIVATE FUNCTIONS AND ESTABLISHING CONDITIONS THEREFORE**

WHEREAS, Article 5.11 of the By-Laws states: "The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of a residential condominium project and may do or cause to be done all such other lawful acts and things as are required by law by the Master Deed, by these By-Laws or otherwise directed or required to be done or exercised by Members of the Association of unit owners, or by others; and

WHEREAS, Article 4.01 of the By-Laws states each Member shall comply strictly with these By-Laws and with the Rules and Regulations adopted pursuant to, as either may be lawfully amended from time to time and with the covenants, conditions and restrictions set forth in the Master Deed, and in the deed to his unit. Failure to comply with any of the same shall be grounds for the levying of a fine or bringing of a civil action to recover sums due, for damages or injunctive relief, plus court costs and reasonable attorney's fee's maintainable by the Association on behalf of the Members, or in a proper case, by aggrieved Member.

The Board, pursuant to the By-Laws, shall adopt rules and regulations which shall be in addition and supplement to restrictions on the owner's use of the common elements, and so long as such rules and regulations are consistent with the intent and purposes set forth herein, such rules and regulations are consistent with the intent and purposes set forth herein, such rules and regulations shall be deemed not be Amendments; and

WHEREAS, the Governing Body has received a number of requests from the residents inquiring as to the availability of the Clubhouse for use for private functions.

WHEREAS, the Association should avail itself of the best possible use of all Association facilities; and

WHEREAS, use of the Clubhouse for private functions would server the interests of the community and effectively utilize the Clubhouse during times when it would otherwise be vacant.

NOW, THEREFORE, BE IT RESOLVED that the Clubhouse shall be available to Members of the Association who live within the development and their guests, for private functions subject to the following conditions:

1. The Clubhouse shall be available for private functions only during the following times: Monday through Friday (after 5:00 p.m.), Saturday and Sunday after 10:00 a.m. During the pool season, the clubhouse is available for rental ON Saturday and Sunday after 8:00 p.m. Special requests, during the week will be considered by the Board.

2. The Clubhouse must be vacated no later than 2:00 a.m. during the weekdays and weekends.
3. The Clubhouse shall be left in "broom clean" condition. Such cleaning shall be the responsibility of the Member requesting use of the Clubhouse and shall include, but not limited to, vacuuming, general clean-up and collecting and removing garbage from the Clubhouse grounds and premises.
4. Prior to the commencement of the private function, the Association Member and a Representative of the House and Recreation Committee and or a Representative from the Managing Company shall inspect the Clubhouse and make note of any damage found on the walk-through list. Any damage not noted on the walk through shall be deemed to have been cause by the use of the Clubhouse for the function and shall be the responsibility of the Association Member as set forth herein. Both the Member and the Representative of the House and recreation Committee and/ or a Representative from the Managing Company must sign the walk through list. After said walk through, the door will be locked by the Committee Member. One key will be given out. Residents are responsible for the Clubhouse whether they leave or no during the time of their rental, from the time of the prewalk through to the time of the post walk through.
5. On the day immediately after the function or on the same date following the function, as soon as practicable the Association Member and the same committee or another one assigned to that day shall reinspect the Clubhouse and note any additional damage to the facility.
6. The Homeowner/Renter shall be personally responsible for any damage to the facility not previously noted on the walkthrough inspection conducted prior to the private function.
7. Prior to receiving permission to use the Clubhouse, a \$250.00 a security deposit will be required. The Security deposit, user fee and copy of Certificate of Insurance are due a minimum of fifteen (15) days before the event. Deposits are to be in check form only, to be paid certified check of money order, no cash will be accepted. Reservations and confirmations of date will only be made upon receipt of these items. Proper identification will be required a minimum of fifteen {15} days prior to use. When this deposit is received, the date requested is assigned to the homeowner. This money is deposited into the Association bank account; if the deposit check is returned, all bank charges will be paid by the homeowner renting the Clubhouse. Said deposit shall be returned to the Association member within 10 working days, provided there is no damage caused to the Clubhouse facility, the cost of repair or replacement shall be taken from the said deposit, and the unused portion thereof, if any shall be returned to the Member. In the event that the cost of repair or replacement shall constitute a lien on the Member's property, and may be collected as set forth in the Association By-Laws.
8. A non-refundable user's charge of: \$150.00 (0 to 6 hours) shall be collected to cover the cost of electricity, wear and tear, heat, etc., due to the Member's use of the Clubhouse, a minimum of fifteen (15) days prior to use. Monies due for use beyond the maximum six (6) hours shall be due and owing and may be collected as set forth in the Association's By-Laws.
9. All persons attending the private function shall park only in the Clubhouse parking area in unnumbered parking spaces.

10. The Member shall be responsible for securing the Clubhouse upon the termination of the function. This requires that the Member physically inspect all windows, doors and sliding glass doors to insure they are locked. The front Member must further turn off all lights, air conditioning, and if applicable, leave the heat at 66 degrees. The front door will be locked after the preparty walk through; if the Member leaves during the scheduled time of his/her rental, the Member is still responsible for the facility.
11. The use of the Clubhouse by a Member does not include the use of the pool, tennis courts, or other outside areas by any people attending the private function. Use of the area will result in the forfeiture of the \$250.00 deposit.
12. Catering is permitted and prior arrangements must be made to facilitate early access, if necessary.
13. All decorations must be fireproof materials and approved by the Association. There must not be anything nailed or permanently affixed to the room, or attached in a manner that causes damage.
14. No alcohol shall be permitted in the area of the Clubhouse.
15. Use of the fireplace is permitted if the attached Schedule A is followed in its entirety.
16. The Member may invite Non-Resident guests as guests. The Member will be responsibly for insuring that the guest conduct themselves in a proper fashion and in a manner that will not disturb the use of other Association facilities and common elements by other Members and guests of other Members. A guest is not considered anyone whom the member allows to enter the Clubhouse, nor there be an admittance fee charge.
17. The Member will not use the Clubhouse for any purpose or activity prohibited by law. Note, there shall be no selling of products or services by any individual using the Clubhouse, nor shall there be an admittance fee charge.
18. Renters of units have the privilege of using the Clubhouse only if the owner of the unit is current on their maintenance fees and signs this agreement and takes full responsibility for compliance with its terms.
19. If the function is primarily for children and teenagers, there must be on adult for ten (10) children- that adult must be twenty-one (21) years of age or older for supervision. The Board will require in advance: the name, address and number of adults. Failure to properly supervise the children will be grounds to terminate this agreement immediate.
20. The parties have indicated their acceptance of the terms contained above by signing this agreement, and also certifying that they are unit owners/renters.
21. The Member agrees to indemnify, defend and hold harmless the Association from any liability for the Member's use of the Clubhouse including but not limited to damage to person or the property. This specifically includes any liability resulting from the service of alcoholic beverages, pool, and tennis or outside grounds use, which are prohibited.
22. The Member shall receive a copy of these rules and must acknowledge his or her agreement to abide by the terms therein, as well as personally indemnify and hold harmless the Association for all damage to the Clubhouse as set forth in the following manner: (see attached agreement for signature)
23. The Member is required to provide the Association, a minimum of fifteen (15) days prior to use, a certificate of insurance for their homeowners insurance

policy. The certificate of insurance must indicate a minimum amount of \$300,000.00 dollars insurance.

24. The number of guests occupying the clubhouse shall not exceed a maximum of fifty-five (55) persons as provided by the local fire code; the user(s) of the Clubhouse shall comply with the local fire code at all times during their use of the facility.
25. The Unit Owner/Renter shall comply with and complete a minimum of fifteen (15) days prior to the use of the Clubhouse, the required Clubhouse Package from attached hereto.
26. In addition to paragraph 24 of this document, the undersigned shall provide, a minimum of fifteen (15) days prior to the use of the Clubhouse, the following information: a) Date of Function; b) Time of Function; c) Type of Function; d) The number of guests; e) Unit Owners/Renters home telephone number; f) Tenant and non-resident landlord/owner name, address and telephone number.
27. I have read and understand this entire Agreement and agree to abide by all of its terms. I understand that this Agreement is the entire Agreement required for the use and rental of the Clubhouse, and that there are no other Agreements.

Name of Renter

Address

Signature of Renter

CLUBHOUSE USE PACKAGE

Name of Renter: _____

Home Phone No: _____ Work No: _____

Address: _____

Date of Use: Day _____ Date: _____ Time: _____ to _____

Unit Owner: _____ Unit Renter: _____

Number of Guests: _____ (MAXIMUM 55 IN COMPLIANCE WITH LOCAL FIRE CODE)

If Renter, unit owner's name, addresses and phone number:

1. Use and his guests shall have the use of Darlington Ridge Condominium Association, Inc. Clubhouse on the date and time specified above.
2. Insurance Certificate in the amount of \$300,000.
 - A. You are advised to review your personal liability insurance to determine whether you are adequately covered against potential personal injury or property damage claims by your guest, business invitees, agents, servants, or employees due to negligent acts or omissions.
 - B. It is further understood that the owner/resident, by signing this agreement agrees to indemnify and hold harmless the Association, their respective trustees, officers, servants and employees from and against any damages arising directly or indirectly as the result of the matter herein authorized.
3. For parties of people under 18: 1 adult/chaperone per 10 children. Adult must be twenty-one (21) years of age or older.
4. User shall not have more than 55 guests.
5. MONEY ARRANGEMENTS: (Must be received in the Association Office minimum of fifteen (15) days prior to rental date).
 - A. Security Deposit of \$250.00 (certified check, money order or check).
 - B. User's fee is \$150 (personal check, certified check or money order).
 - C. Copy of Insurance Certificate indicating a minimum of \$300,000. Note: RENTAL IS BASED ON A FIRST COME, FIRST SERVE BASIS.

CLUBHOUSE RENTAL PROCEDURES

Dear Resident:

Attached, please find Darlington Ridge Condominium Association's Clubhouse Use Package. The package consists of a rental contract and the Association's Administrative Resolution # 11D, pertaining to the utilization of the Clubhouse.

Please read all of the attached paperwork carefully, and then complete the Clubhouse Use Package and Administrative Resolution # 11D forms. Once you have completed these forms please return them with a check for the rental fee of \$150.00, a separate check for the security deposit of \$250.00 and a copy of your homeowners' insurance policy indicating a minimum of \$300,000 personal liability. After your event has been held and an inspection of the clubhouse has been completed, your security deposit will be returned to you, provided no damage has been done to the clubhouse during your event.

In order to reserve the clubhouse for the date you have chosen, the signed contract, \$150.00 rental fee, \$250.00 security deposit and a copy of your homeowner's insurance policy must be received in the association's management office a minimum of fifteen (15) days prior to your rental date. Please notify the office regarding making an appointment for the pre and post clubhouse walkthrough.

Should you have any questions, please feel free to contact me at 201-327-3665.

Thank you,

Linda Courain
Property Manager
YES Property Management Group, LLC


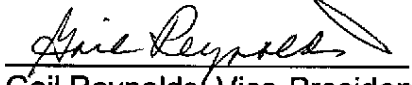

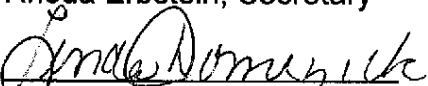
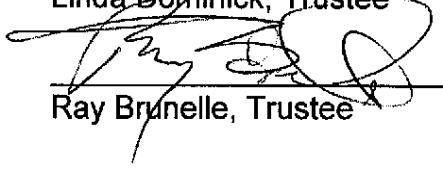
DARLINGTON RIDGE CONDOMINIUM ASSOCIATION, INC.


Resolution Type: Administrative

No. 11D

Pertaining to: Granting Permission to the residents to utilize the Clubhouse for private functions and establishing conditions therefor.

Duly adopted at a meeting of the Board of Trustees of Darlington Ridge Condominium Association, Inc.

<u>Officer</u>	<u>Vote:</u>	<u>No</u>	<u>Abstain</u>	<u>Absent</u>
 Deb Conway, President	✓			
 Gail Reynolds, Vice-President	✓			
 Rosalind Leonessa, Treasurer				
 Rhoda Erbsstein, Secretary	✓			
 Linda Dominick, Trustee	✓			
 Ray Brunelle, Trustee	✓			
 George Westcott, Trustee				

Attest:

Rhoda Erbsstein, Secretary

2/23/11
Date

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____

Resolution Expires: _____