

ACORN WOODS CONDOMINIUM ASSOCIATION

CLUBHOUSE RULES AND REGULATIONS

The following rules have been established for the benefit and protection of Acorn Woods Condominium Association members and guests. Amenities include the recreation facility, patio area, gazebo and lawn areas adjacent to the Clubhouse.

- A. Adults (must be at least 21 years of age) may reserve the Clubhouse for private parties.
- B. Clubhouse reservations will be taken on an availability basis through the Association's Managing Agent. Completion of a Clubhouse Use Agreement (Exhibit B) is required. The Lessee must execute the Clubhouse Use Agreement as well as remit payment of the prerequisite Security Deposit to EPI Management Company, LLC, 14032 South Kostner Avenue, Suite M, Crestwood, IL 60445 prior to any reservation being confirmed in writing. Two checks shall be submitted, one for deposit and one for fee. Checks are to be made payable to: **ACORN WOODS CONDOMINIUM ASSOCIATION**

ONLY AN OWNER OF A UNIT WITHIN THE THREE PROPERTIES (ACORN WOODS, WALDEN WOODS AND LINDEN WOODS) IS ALLOWED TO RENT THE CLUBHOUSE FACILITY. TENANTS MAY NOT RENT THE CLUBHOUSE UNLESS THE UNIT OWNER EXECUTES THE CLUBHOUSE USE AGREEMENT!

NON-RESIDENTS ARE NOT ALLOWED TO RENT THE CLUBHOUSE FACILITY WITHOUT EXPRESS APPROVAL FROM THE ACORN WOODS BOARD OF DIRECTORS.

- C. A use fee will be charged in accordance with the following schedule. *

	<u>SECURITY DEPOSIT</u>	<u>RENTAL FEE</u>
Monday-Thursday Afternoon Limited to 2-1/2 hours Total use	\$100.00	\$75.00
Sunday-Thursday Evening Functions cannot go beyond 9pm	\$100.00	\$75.00
Friday through Saturday - Evening Events must be concluded by 10:00 p.m.	\$100.00	\$75.00

The rental fee and full security deposit, equal to the use fee, shall be paid at the time of reservation. The fee includes the cost of after event inspection. Cancellation of any reservation is allowed up to seven (7) days prior to the reservation date with a \$50.00 cancellation fee. Forms of acceptable payment are cash, money order or cashiers check. No third party checks will be accepted. Payment must be received 14 days in advance of the event.

*The fee schedule is subject to change at the discretion of the Acorn Woods Condominium's Board of Directors.

- D. A Security Deposit will be required for all rentals. The requirement of a security deposit, as well as consent to rent the facility, for all homeowners who have previously rented, shall be at the sole discretion

of the Acorn Woods Condominium Association on advice from the Acorn Woods Condominium Board of Directors (or their appointed representative. All security deposit refunds due will be made within **14 business** days following the date of the event.

E. The Clubhouse will not be available for parties on the following days:

New Year's Day
Labor Day

Fourth of July
Christmas Day

F. The reservation of the Clubhouse for more than one party per day is prohibited.

G. Total function attendance limits are as follows: Per the **City** of Aurora Fire Code, the Main Assembly Room will accommodate 49 people with a total occupancy limit of 49.

H. All rentals are restricted to the first floor and outdoor patio use only. Use of the upper floor or basement area is strictly prohibited.

I. No moneys for profitable purposes of any sort may be collected or charged by the Lessee to any other person entering the Clubhouse facilities.

J. NO ALCOHOL SHALL BE SOLD IN OR ABOUT THE FACILITY AND NO ALCOHOL SHALL BE SERVED. SMOKING IS PROHIBITED WITHIN THE FACILITY. THE ENTIRE DEPOSIT WILL BE FORFEITED IF NOT FOLLOWED.

K. **THE LESSEE RENTING THE CLUBHOUSE MUST BE PRESENT AT THE FUNCTION UNTIL ITS CONCLUSION.**

L. The Lessee is responsible for curtailing any offensive noise or activity so as not to disturb surrounding neighbors.

M. Guests must leave the premises no later than **9:00** p.m. Sunday-Thursday and 10:00 p.m. Friday & Saturday.

N. All persons shall use the Clubhouse at their own risk and in conformance with all Acorn Woods Condominium Association Rules and Regulations.

O. Any unruly activity or unacceptable behavior will result in suspension of membership privileges for that Unit Owner until the Acorn Woods Condominium Association Board of Directors has reviewed and issued a finding on the reinstatement of membership privileges.

P. The Lessee is responsible for the pick-up and bagging of all trash and debris. All food must be removed from the premises. The premises shall be left in the same condition as received prior to the rental event.

Prepared by:

Board of Directors
Acorn Woods Condominium Association

June 26, 2012 Revised
October 4, 2012 Revised

Exhibit B

ACORN WOODS CONDOMINIUM ASSOCIATION

CLUBHOUSE USE AGREEMENT

This agreement made this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Lessee") and ACORN WOODS CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation, (hereinafter referred to as "Association").

WITNESSETH:

WHEREAS, Association is the record title owner of the Clubhouse at the Acorn Woods Condominium Association; and

WHEREAS, Lessee is desirous of using said Clubhouse for a special use: and

WHEREAS, Association by and through its duly elected Board of Directors as the authority to enter into such an Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Lessee is renting the clubhouse for the purpose of:

_____ for the _____ day of _____, 20_____ between the hours of _____ and _____.

2. The use fee is \$_____ based on the attendance of _____ people. This fee, which includes the costs the after-event inspection, must be paid with the execution of the Agreement. In the event the Lessee terminates this agreement seven days (or less) prior to the proposed date of use, the Association shall retain \$50.00 of the amount paid by the Lessee and refund the remainder. In addition, all monthly assessments and other charges must be current immediately prior to the execution of this Agreement, and prior to use of the Clubhouse.
3. The Lessee is prohibited from using the clubhouse for profitable purposes. **NO ALCOHOL MAY BE SOLD OR SERVED IN OR ABOUT THE FACILITY.**
4. The Lessee and guests shall abide by all Clubhouse rules.
5. The Lessee shall be personally responsible for any and all damages to the premises during the period of use. The Association, at the Lessee's expense may repair any damages, and the costs shall be charged to the Lessee to be paid within 30 days of written notice of the sum due to the

Acorn Woods Condominium Association or deducted from the Security Deposit. Charges against any Acorn Woods Association member shall be charged to their assessment account.

6. The Lessee shall be present at the function until its conclusion. The Lessee is responsible for curtailing any offensive noise or activity so as not to disturb surrounding neighbors.
7. This Agreement may not be assigned, transferred, modified or amended without the express written consent of the Association.
8. The Lessee shall be personally responsible for any personal injuries sustained by the Lessee, guests or invitees and shall indemnify and hold the Association harmless for any claim, controversy or causes of action arising from any acts, errors or omissions of the Lessee, guests or assigns in any way arising out of this Agreement.
9. In the event of breach of this Agreement, the Lessee shall be liable for all of the Association's costs, expenses and attorney's fees incurred in the enforcement of any of the provisions of this agreement. In the Event of unforeseen circumstances or just cause, the Association reserves the right to cancel or terminate this Agreement. Upon termination by the Association, the Association will **not refund any** moneys paid by the Lessee under this agreement.
10. The Lessee hereby acknowledges that the Lessee has read this Agreement agrees to strictly comply with the terms herein and acknowledges receipt of the Association Clubhouse Rules. Home owners are accepting all responsibility for their tenants who rent the clubhouse. Only Home owners (of Acorn Woods, Walden Woods and Linden Woods) shall fill out and return this form for rental of clubhouse.

LESSEE/HOME OWNER: _____ **Date** _____

ADDRESS: _____ **PHONE:** _____

IF ON BEHALF OF TENANT ALSO FILL OUT THIS PORTION OF APPLICATION

NAME OF TENANT RENTING: _____

ADDRESS: _____ **PHONE:** _____

ACORN WOODS CONDOMINIUM ASSOCIATION:

_____ **Date** _____