

**AMENDED AND RESTATED POLICY AND CONTRACT FOR THE USE OF THE  
BELLASERA ASSOCIATION RECREATIONAL FACILITIES**

**EFFECTIVE MAY 26, 2011**

**A. Definitions**

1. Capitalized terms used in this Policy have the same meaning as used in the AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLASERA COMMUNITY ASSOCIATION.
2. **Recreational Facilities:** Those parts of the Common Area suitable for recreational use. These are the clubhouse (including patios and parking lot), the pool area (including Jacuzzi and deck), the grass area outside the clubhouse, the basketball court, the tennis courts, the massage room, the lounge area, the fitness area, and the activity room (the large room on the South side of the clubhouse, including both halves of the room and the kitchen) (“facilities”). The remainder of the Common Area is not considered recreational facilities.
3. **Guest/Invitee:** A Guest/Invitee is someone who is visiting an Owner.

**B. General Policy**

1. The Bellasera Recreational Facilities are generally limited to the common use and enjoyment of the Owners, their immediate family members, co-occupants, and lessees, except as expressly provided herein. Any use by a Guest/Invitee is intended to be infrequent and is subject to limitation by the Board of Directors. This policy is intended to establish rules and regulations for the use of the facilities and applies to all Owners and their Guests/Invitees.
2. The facilities are available to all Owners equally, except as follows:
  - a. An Owner whose account is delinquent is not permitted to use any of the Association’s Recreational Facilities until his or her account is brought current.
  - b. An Owner whose right to use the Recreational Facilities has been suspended by the Board for a violation is not permitted to use any of the Association’s Recreational Facilities, except the grass area, while so suspended.
  - c. An Owner who has leased his or her Lot will be deemed to have abandoned all rights to use any Recreational Facility. For a lessee to have use of or access to a facility the Owner must have notified the Community Manager about the legal leasing of his or her lot. The Owner must also return his or her clubhouse access key tabs to the Community Manager. The Community Manager will issue tabs to the lessees.

3. Guests/Invitees are permitted on a limited basis, as provided herein. Other “invitees” such as religious groups, political groups, charities, and other such organizations may be granted use and access only upon express approval of the Board.
4. An Owner extending his or her right to use to a Guest/Invitee must be physically present at all times while the Guests/Invitees are using the facility, including preparation and cleanup. For use by family, co-occupants, or lessees the Owner’s presence is not required.
5. An Owner is responsible for the behavior of all members of the Owner’s family, co-occupants, lessees and Invitees/Guests using the facilities and is expected to control the behavior of the Guests/Invitees at all times. An Owner sponsoring an activity is responsible to ensure that no illegal activity (e.g., under-age drinking, vandalism, etc.) is committed by facility users on Bellasera property. The Owner has the prime responsibility to call law enforcement officials should it be necessary. The gate guard should also be notified. The Owner accepts all liability for property damage and/or personal injury when sponsoring an event and agrees to reimburse the Association for all damages to the facility and the Association’s property during any activity sponsored by the Owner.
6. Use of Recreational Facilities other than as set forth in this policy may be authorized by the Board on a case-by-case basis.
7. Facilities are available for use during posted times only.
8. All residents using any of the Recreational Facilities shall conduct themselves with common courtesy and civility. They will refrain from the use of abusive, rude, threatening, and/or crude language and physical behaviors.
9. No Guest/Invitee who provides services as a trainer, teacher, massage therapist or any similar activity (“Trainer”), whether or not compensated for such services, may enter onto any of the Recreation Facility unless the Trainer agrees, on such forms as provided by the Association, to assume responsibility for any damage, accident or injury in connection with such services.

The Trainer must further agree to save harmless the Association, and, at Association’s option, defend it, from any and all liabilities and action of whatsoever nature by any Invitee/Guest of the Owner growing out of the use of the facilities, except where such loss, injury or damage can be clearly proven to have resulted from and been caused by the direct negligence of the Association, its agents, servants or employees in the operation, care or maintenance of the facility.

The Trainer must carry a policy of insurance to afford protection with limits, for each occurrence, of not less \$1,000,000 with respect to personal injury or death covering the Guest/Invitee against any losses arising out of liability for personal injuries or deaths of

persons and property damage occurring in or about the facility. A copy of the declaration page of the policy must be provided to the Association prior to performing any activities.

10. All concerns and comments should be addressed in person or writing to the Community Manager.
11. IN CASE OF EMERGENCY, CALL 911 IMMEDIATELY. NOTIFY SECURITY AT MAIN GATE. OFFICERS ARE CPR CERTIFIED.

**C. Enforcement**

1. Any Owner who fails to abide by the terms of this Policy will be considered to be in violation of this policy and may by action of the Board be barred from using the Recreational Facilities for a period not to exceed 30 days for each violation. Continuing violations may result in revocation of use for longer periods. Any such Board action will be implemented after appropriate notice.
2. Owners violating this Policy may be assessed fines up to \$250 as approved by the Board. These fines may be in addition to charges assessed for cleaning charges or for damage to facilities as a result of use by an Owner or Guest/Invitees. These fines will be assessed after appropriate notice.
3. Fines and damages will be assessed to the Owner.

**D. Specific Policies**

**1. Clubhouse Policy**

- a. The clubhouse is open daily to the Owners and their Guests/Invitees from 5 a.m. until 12 midnight.
- b. No pets are permitted in the building at any time.
- c. No smoking is permitted within the building, pool area, exterior patios or courts at any time.

**2. Massage Room Policy**

The massage room may be used for personal services suitable to the room for the benefit of Owners and their Guests/Invitees. Owners may reserve the massage room with the Community Manager.

**3. Lounge/TV Area**

- a. The lounge/TV area is available to all Owners and their Guests/Invitees at all times during authorized hours.

- b. Wet clothing or towels are not allowed in this area.

#### **4. Activity Room Policy**

- a. USE PRIORITY:

- (i). **BCA BUSINESS USE:** The Board of Directors and Committees shall have **EXCLUSIVE** use of the Activity Room for conducting Association business on the dates set forth on the annual calendar established by the Board at its annual organizational meeting.
- (ii). **SOCIAL COMMITTEE SPONSORED COMMUNITY EVENTS:** Subject to paragraph (i) above, the Social Committee shall have the right to reserve the **EXCLUSIVE** use of the Activity Room and kitchen, and the **NON-EXCLUSIVE** use of the adjoining hallway that runs from the main building entrance to the door exiting to the pool, the lounge area niche, and outside areas of the building, for social events open to all BCA Owners and their guests. The Community Manager shall calendar such events.
- (iii). **NON-SOCIAL COMMITTEE SPONSORED COMMUNITY ACTIVITIES:** Subject to paragraphs (i) and (ii) above, the Community Manager shall reserve the Activity Room for the **EXCLUSIVE** use of non-Social Committee events, programs, and activities (recurring and non-recurring) that are open to all BCA Owners and guests, such as poker, bridge, exercise classes, lectures, presentations, etc. The Community Manager shall calendar such events.
- (iv). **PRIVATE EVENTS:** Provided there is no conflict with any event identified in paragraphs (i), (ii), and (iii) above, an Owner may rent the Activity Room and the adjoining kitchen for **EXCLUSIVE** use by the Owner and guests for a private event sponsored by the Owner, provided the Owner satisfies all the terms and conditions set forth below and the event is permitted under the CC&Rs. The Community Manager may not calendar the private event until the Community Manager is satisfied the Owner has met all conditions set forth below.

An Owner may also rent for **NON-EXCLUSIVE** use during the private event the adjoining hallway that runs from the main building entrance to the door exiting to the pool, the lounge area niche, and outside areas of the building. These areas may not be roped off or otherwise modified to deny or restrict access and use by other Owners.

**TERMS AND CONDITIONS:** The rights granted in this paragraph a. (iv) are expressly conditioned on:

(A) Delivery to the Community Manager of a signed **FACILITIES RESERVATION REQUEST AND CONTRACT** form, a copy of which is attached and made a part hereof,

(B) Paying all fees as set forth on the form,

(C) Delivery of the required insurance binder as described on the form, and

(D) Compliance with the CC&R Rules for permitted activities.

**THE USE OF THE FACILITIES BY AN OWNER FOR A PRIVATE EVENT IS SUBJECT TO THE RULES SET FORTH IN THE CC&RS, WHICH MAY BE WAIVED ONLY WITH THE CONSENT OF THE BOARD OF DIRECTORS.**

- v. Provided there is no conflict with any use provided in any of the above paragraphs, Owners may use the Activity Room and the other areas of the facility on a NON-EXCLUSIVE basis (such as personal workouts, including with a trainer). An Owner may only reserve the Activity Room for exclusive use if the Owner rents the room and complies with all the terms and conditions set forth above.
- b. When the Activity Room is used for any approved activity in paragraphs a (ii) or a (iii) above, at least 75% of the participants must be Owners.
- c. If any of the users are under 18 years of age, an Owner 18 years or over must be present at all times.
- d. Use of the Activity Room by an Owner for private events must be requested no less than 14 days in advance from the Community Manager. Reservations may be made up to six months in advance. The intended use must be stated. The Community Manager will approve or disapprove the request based on this policy. The Owner may appeal the decision to the Board.
- e. The Activity Room must be used for the purpose stated in the request.
- f. The number of attendees must not exceed the maximum capacity of the facility. For social events, this is 65 persons. For Association authorized activities this number may be increased under the supervision of the Community Manager.
- g. Use of the Activity Room does not give the Owner or their Guests/Invitees any priority in any other part of the clubhouse or pool area.
- h. Keys to the facility and dumpster will be given by the gate guard to the Owner only, not any Guest/Invitee. The Owner must sign and legibly print his or her

name, local phone number and address on the sign out sheet. The contract will include agreement regarding time keys are to be returned and fees for lost keys.

- i. There will be no charge for use of the Activity Room for Association authorized activities as set forth in paragraphs a (i), a (ii) or a (iii) above. The Board may change the fee charged for the use of the Activity Room for private events from time to time. Fees are listed on the attached FACILITIES RESERVATION REQUEST AND CONTRACT form that is required to reserve the room for private events.
- j. Facility fees are non-refundable.
- k. All catering and personal items must be removed at the end of the event and/or before 2 AM, unless other arrangements are approved. All chairs and tables that are used or removed must be returned to where they were originally stored. All trash must be double bagged, removed and placed in the dumpster located by the tennis courts. The kitchen and appliances must be cleaned and the refrigerator emptied. All decorations must be removed. The Association will provide for vacuuming and other cleaning of the contracted areas.

5. **Exercise Area Policy**

**NOTE: THE ASSOCIATION MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED, IN ANY RESPECT TO THE EXERCISE EQUIPMENT, INCLUDING ITS FITNESS FOR ANY PURPOSE, CONDITION, QUALITY, DURABILITY OR SUITABILITY.**

**THE USER ACCEPTS ALL RISK ASSOCIATED WITH THE USE OF ALL EXERCISE EQUIPMENT and THE BELLASERA COMMUNITY ASSOCIATION IS NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES INCURRED WHILE USING THE EQUIPMENT.**

Use of exercise equipment while under the influence of alcohol or medication is strictly prohibited.

- a. This area is open to all owners and one (1) Guest/Invitee equally during authorized hours (Note: a Trainer will be considered one Guest/Invitee). No reservations are permitted.
- b. Use of any item of exercise equipment is limited to 30 minutes if other Owners are waiting to use the equipment. Guests/Invitees must defer use of all equipment to Owners. The use of a particular piece of equipment shall not exceed the time limits established for that equipment.
- c. Children under the age of sixteen (16) are permitted to use the exercise and workout equipment in the facility only under the close supervision of a parent or legal guardian.

- d. Please be sure the machine you are using is turned off when it is no longer in use.
- e. Athletic shoes are required at all times when working on or near the fitness equipment.
- f. The Exercise Area is intended to be a reasonably quiet area. Owners and their Guest/Invitees must refrain from speaking loudly, making loud noises or using loud audio devices.

## **6. Pool Area Policy**

- a. This area is open to all Owners and their Guest/Invitees equally during authorized hours. No reservations are generally permitted. However, use of the pool for group participation activities of benefit to the community (e.g., aqua gym) is permitted. The activities must be approved and scheduled by the Community Manager.
- b. In addition, the Association, with specific Board approval, may sponsor a special event requiring use of the pool area.
- c. The swimming pool and spa are open daily from 5:00 A.M. until 12 midnight. Pool hours will be strictly enforced.
- d. The Community Manager may deny access to the pool at any time due to occupancy limits, weather, pool conditions or if maintenance is required.
- e. There will no lifeguard on duty at the Bellasera Clubhouse pool. The use of the pool facilities is at the Owner's or Guests/Invitees' own risk.
- f. Parents are responsible for their children at all times. An Owner who is eighteen (18) years of age or older must accompany all children under the age of fourteen (14) at all times in the pool area.
- g. Children under the age of ten (10) using the spa must be closely supervised by an Owner who is eighteen (18) years of age or older.
- h. Owners are responsible for cleaning up any mess or trash created by them, for closing the umbrellas used and straightening the patio furniture they used.
- i. Owners and their Guests/Invitees must refrain from any activity that is either a nuisance to other Owners or Guests/Invitees or in any manner damages Bellasera Community Association property.
- j. No running, roughhousing, general horseplay, or disorderly conduct that will endanger the safety of others is allowed.

- k. No diving, somersaults, back dives, cannonballs, preacher seats, can openers, or similar type entries from the edge of the pool are permit
- l. No personal audio devices without earphones are permitted in and around the pool area with the exception of Association authorized activities.
- m. No glass containers are allowed.
- n. No roller skates/blades, skateboards or bicycles are permitted in the pool area. Children's strollers are allowed.
- o. Aqua aerobics and swim classes have priority in the pool. Please consult the office for class schedules.
- p. Appropriate swimwear is required.
- q. Individuals who are not toilet-trained must wear appropriate swim diaper applications.
- r. No pets are permitted in the pool area at any time.
- s. No smoking is permitted in the pool area at any time.

7. **Grass Area Policy**

- a. This area is open to all Owners and their Guests/Invitees equally during authorized hours. No reservations are permitted except as noted below.
- b. Reservations may be made when the Association's Board approves the sponsorship of a special event requiring use of the grass area.

8. **Basketball and Tennis Courts Policy**

- a. The basketball and tennis courts are available to all Owners and their Guests/Invitees at all times during authorized hours on a first come, first served basis. A maximum of two (2) hours court time is allowed.
- b. Reservations are not generally permitted, but the Community Manager may approve reservations for special events.
- c. Tennis and basketball courts will be available from 5 A.M. until 10 P.M. daily.
- d. No glass containers of any kind are allowed in the court area.

- e. Bicycles, roller blades, skateboards and any similar equipment are strictly prohibited from the courts or the areas around the courts.
- f. Appropriate attire must be worn at all times when using the courts. Appropriate attire includes a shirt, shorts/pants and non-marking soled shoes.
- g. Appropriate attire must be worn at all times while playing basketball. Appropriate attire includes a shirt and non-marking soled shoes (running shoes are not allowed on the courts as they could damage the surface).
- h. No pets are permitted in the court area at any time.
- i. No smoking is permitted in the court area at any time.

**BELLASERA COMMUNITY ASSOCIATION, INC.**  
**FACILITIES RESERVATION REQUEST AND CONTRACT**  
**EFFECTIVE December 15, 2011**

Please fill out this form and return to the Community Manager. The appropriate fees must accompany this written request. If your request can be accommodated, you will receive a signed, approved copy of this contract. Requests for reservations must be requested 72 hours in advance of the date needed. Reservations may be made up to 6 months in advance of scheduled event.

Name of Member: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Time of Day Needed: From (set up) \_\_\_\_\_ To (clean up) \_\_\_\_\_

Type of Event (include description of planned activities): \_\_\_\_\_

\_\_\_\_\_

Number Attending: \_\_\_\_\_ (Room capacity is 65)

If this event is being sponsored by, affiliated with or if the facility fee is being paid by a third party (a party other than the Bellasera Member). Please provide details:

\_\_\_\_\_  
\_\_\_\_\_

Will parking requirements exceed 40 parking spaces for this event? Yes ( ) No ( )

Keys can be picked up at the guard post when presenting a copy of this contract after \_\_\_\_\_ am /p.m. Date \_\_\_\_\_ and returned by \_\_\_\_\_ am/pm. Date \_\_\_\_\_.

**A fine of \$100.00 will be incurred for lost or late return of keys.**

Facility fees are non-refundable. The Association will provide for cleaning of the contracted areas only. ALL CATERING AND PERSONAL ITEMS MUST BE REMOVED AT THE END OF THE EVENT and/or BEFORE 2AM, UNLESS OTHER ARRANGEMENTS ARE APPROVED.

***FEE SCHEDULE***

**If there are previously scheduled events or ongoing club activities the recreational facilities cannot be booked.**

I am requesting the use of the following facilities:

\_\_\_\_\_ Activity room and kitchen (Scheduled time of the event only): Fee: \$125.00, plus a \$125.00 refundable security deposit to pay for the cost of any damage to the facility as determined in the sole discretion of the Association's Community Manager.

\_\_\_\_\_ Hallway from entrance to pool exit, including lounge area niche (Scheduled time of the event only. Exclusive use of this area is not guaranteed.) Fee: \$25.00

\_\_\_\_\_ Outside of building and grassy area (Scheduled time of the event only. Exclusive use of this area is not guaranteed.) Fee: \$75.00

**Use of any of the above areas the day before or the day after the scheduled times of the event (i.e. cleanup or setup the previous afternoon or the next morning) have additional fees (SEE BELOW).**

\_\_\_\_\_ Activity room and kitchen: Fee: \$50.00

\_\_\_\_\_ Hallway from entrance to pool exit: Fee: \$25.00

\_\_\_\_\_ Outside of building and grassy area: Fee: \$50.00

Any special requests must be outlined here in writing.

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**The Community Manager will inspect the contracted-for areas the following workday. Any costs incurred as a result of damage will be charged to the owner's Association account and will be subject to all of the collection rights of the Association as would apply to any regular Association assessment.**

**Member agrees and acknowledges that the Association will incur liability if the Community is made available to the general public. Member agrees and understands that the event shall be private. Attendees shall be limited to the Member and Member's immediate guests. Only persons reflected on an immediate guest list, submitted by Member to Community Manager no less than two business days prior to Event, shall be allowed to enter the Community.**

**In consideration of the Association providing the facilities, the undersigned expressly agrees to assume responsibility for any damage, accident or injury in connection with such use. The undersigned agrees to assume all liabilities associated with use of the facilities and agrees to defend, indemnify and hold harmless the Association, its Board of Directors and its managing agent against all claims, actions, damages, injuries to person or property, losses, judgments, costs, expenses, obligations, liabilities, demands, suits, and threats of suit which may be incurred now or in the future, related to, arising out of, or resulting from use of the facilities. The Association shall not be liable for failure to operate the facilities in the Activity Room or in any other area and reserves the right to close these facilities at any time at its sole discretion.**

**Insurance is required for all events. The minimum policy limit shall be \$1,000,000 naming Bellasera Community Association, Inc. as an additional insured and a copy of the policy must be enclosed with this agreement.**

**I hereby certify that I will use the facilities for my personal party only and that I will be present throughout the party. I understand that failure to comply with the foregoing rules may result in withdrawal of facilities privileges for a period of time to be specified by the Board of Directors.**

**I have received and read the "Policy for the Use of the Bellasera Recreational Facilities" and agree to abide by its conditions.**

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Lessee  
File  
Guard Post  
Cleaning Service