

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

EFFECTIVE March 1, 2020

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 (CC&Rs).
2. Recreational Facilities: All parts of the Common Area suitable for recreational use, including 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 tennis/pickleball court, the fenced-in area designated as a Dog Park, 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) (sometimes referenced herein as “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. This Policy is intended to establish rules and regulations for the use of the Common Area and all of Bellasera’s Recreation Facilities and applies to all Owners, their immediate family members (“immediate family members” being defined as an Owner’s parents, children, grandchildren and brothers and sisters), significant others (an Owner’s partner in a long-term, intimate relationship), lessees and their Guests/Invitees under the authority of Section 2.1 and 4.3 of the CC&Rs. The terms and conditions stated in the CC&Rs control over any conflict with the terms and conditions set forth herein.
2. **Except as otherwise permitted within the fenced-in area designated as a Dog Park, all dogs must be continuously restrained on a leash no longer than 6 feet in length on all of Bellasera’s Common Area (which includes sidewalks, streets and all NAOS), and no dog is permitted off leash on any Common Area.**
3. The Bellasera Recreational Facilities are generally limited to the common use and enjoyment of the Owners, their immediate family members, significant other 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.**
4. The facilities are available to all Owners, their immediate family members, significant other and lessees equally, except as follows:

a. If an Owner's account is delinquent, then the Owner, their immediate family members, significant other and lessees are not permitted to use any of the Association's Recreational Facilities until the Owner's account is brought current.

b. An Owner and their immediate family members, significant other, and lessees 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 Community Manager will issue key fobs to the lessees according to the Key Fob Policy.

5. 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 provided the Board may not grant any use that may cause any Bellasera facility to be subject to ADA's title III requirements for public accommodations.

6. 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 immediate family members, significant other or lessees, the Owner's presence is not required.

7. An Owner is responsible for the behavior of all members of the Owner's family, significant other, 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 the Owner's Guests/Invitees use of Bellasera Recreational Facility. 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.

8. Use of Recreational Facilities other than as set forth in this policy may be authorized by the Board on a case-by-case basis, provided the Board may not grant any use that may cause any Bellasera facility to be subject to the ADA's title III requirements for public accommodations.

9. Facilities are available for use during posted times only.

10. All Owners, their immediate family members, significant other, lessees and Guests/ Invitees 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.

11. 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.

12. All concerns and comments should be addressed in person or writing to the Community Manager.

13. IN CASE OF EMERGENCY, CALL 911 IMMEDIATELY, AND NOTIFY SECURITY AT MAIN GATE. OFFICERS ARE CPR CERTIFIED.

C. ENFORCEMENT

The Board may enforce these Rules for the use of the Association’s Recreation Facilities in accordance the Association’s Violation Enforcement Policy then in effect in addition to any other enforcement remedy stated herein.

D. SPECIFIC POLICIES

1. CLUBHOUSE POLICY

- a. The clubhouse is open daily to the Owners, their immediate family members, significant other, lessees and 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, their immediate family members, significant other, lessees and Guests/Invitees. Owners, their immediate family members, significant other and lessees may reserve the massage room with the Community Manager.

3. LOUNGE/LIBRARY AREA

- a. The lounge/library area is available to all Owners, their immediate family members, significant other, lessees and 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). **COMMUNITY ACTIVITIES:** Subject to paragraph (i) above, the Community Manager shall reserve the Activity Room for the **EXCLUSIVE** use of 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. A vendor providing services at a Community event, program or activity is subject to the same terms and conditions as if the event, program or activity is a Private event, program or activity.

(iii). **PRIVATE EVENTS:** Provided there is no conflict with any event identified in paragraphs (i) and (ii) above, an Owner may rent the Activity Room and the adjoining kitchen for **EXCLUSIVE** use by the Owner, their immediate family members, significant other, lessees and Guests/Invitees 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.

TERMS AND CONDITIONS: The rights granted in this paragraph a. (iii) 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.**

(iv) 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) above, at least 75% of the participants must be Owners, otherwise the event will be considered a Private Event.

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 65 persons, which is the maximum capacity of the facility. 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, hallway, patio 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) or a (ii) 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.

a. This area is open to all Owners, their immediate family members, significant other, lessees 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 exercise equipment while under the influence of alcohol or medication is strictly prohibited.

c. The following rules are posted in the gym and must be observed:

Bellasera Fitness Center Rules:

1. All persons using the fitness center do so at their own risk.

2. Please be considerate of one another.

3. No talking on cell phones in the fitness center.

4. Please keep voices low and conversations to a minimum, as a courtesy to others.

5. Use earphones for your radio.
6. Please limit the use of any piece of equipment to 30 minutes when other guests are present.
7. Children 16 years and younger must be under the close supervision of a parent or legal guardian to use the equipment.
8. A Resident must accompany guests at all times.
9. No glass containers, smoking or pets permitted.
10. Wipe off equipment after use.
11. No bathing suits or flip-flops. Appropriate fitness attire must be worn including tennis shoes.

6. POOL AREA POLICY

a. This area is open to all Owners, their immediate family members, significant other, lessees and their Guest/Invitees equally during authorized hours. Reservations are not generally permitted, except 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. PRIVATE EVENTS: Notwithstanding paragraph a and provided there is no conflict with any event(s) identified in paragraphs a or b above, an Owner may schedule a private event in the pool area for the NON- EXCLUSIVE use by the Owner, their immediate family members, significant other, lessees and Guests/Invitees for a private event sponsored by the Owner if 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 for the pool area until the Community Manager is satisfied the Owner has met all conditions set forth below.

d. TERMS AND CONDITIONS: The rights granted in this paragraph c. are expressly conditioned on:

- (1) 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.

- (2) Paying all fees as set forth on the form.
- (3) Delivery of the required insurance binder as described on the form.
- (4) The maximum number of attendees shall not exceed twelve (12) attendees without the approval of the Community Manager.
- (5) No cooking or grilling in the pool area will be permitted.
- (6) Use of the pool area for such private event does not give the Owner or their Guests/Invitees any priority in any other part of the pool area or the clubhouse.
- (7) The Community Manager may deny access to the pool at any time due to occupancy limits, weather, pool conditions or if maintenance is required.
- (8) Parents are responsible for their children at all times. An Owner, family member, significant other, or lessee 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.
- (9) Children under the age of ten (10) using the spa must be closely supervised by an Owner, family member, significant other, or lessee who is eighteen (18) years of age or older.
- (10) Owners, their immediate family members, significant other, lessees and their Guests/ Invitees must refrain from any activity that is either a nuisance to other Owners, their immediate family members, significant other, lessees or Guests/Invitees or in any manner damages Bellasera Community Association property.

e. The rules outlined below are posted poolside and must be observed.

Bellasera Community Association Pool and Spa Rules and Regulations

1. The swimming pool and spa are open daily from 5:00 am until midnight. Hours are strictly enforced.
2. There is no lifeguard on duty. Swim at your own risk.
3. Children under the age of fourteen (14) must be accompanied by an adult eighteen (18) years old or older at all times.

4. Please discard all trash in the appropriate containers, close any umbrellas and/or straighten patio furniture used.
5. No running, roughhousing, general horseplay or disorderly conduct is allowed.
6. No diving or jumping from the edge of the pool is permitted.
7. No flotation devices are allowed in the pool (rafts).
8. Personal audio devices are permitted with earphones.
9. No glass containers are allowed.
10. No roller skates/blades, skateboards or bicycles are permitted in the pool area.
11. Aqua aerobics and swim classes have priority. Please consult the office for class schedule.
12. Appropriate swimwear is required. No long pants, denim or cut-offs are allowed.
13. Individuals who are not toilet-trained must wear appropriate swim diaper applicator.
14. No pets are permitted in the pool area at any time.
15. No smoking is permitted in pool area at any time.

7. GRASS AREA POLICY

- a. This area is open to all Owners, their immediate family members, significant other, lessees 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.
- c. No-off leash pets shall be permitted in this area at any time.

8. BASKETBALL, PICKLEBALL AND TENNIS COURTS POLICY

- a. The basketball, pickleball and tennis courts are available to all Owners, their immediate family members, significant other, lessees and their Guests/Invitees at all times during authorized hours. A maximum of two (2) hours court time is

allowed. As reflected above courts are primarily for the use of owners, their immediate family members, significant other, lessees. **Any use by a Guest/Invitee is intended to be infrequent and is subject to limitation by the Board of Directors.**

b. Court reservations should be made seven (7) days in advance on *bellasera.tennisbooking.com*. Court reservations take priority over drop-in play. Residents are encouraged to register to use the reservation system. Resident making the reservation must be present when guests are using court facilities. Community Manager may approve reservations for special events.

c. Tennis, pickleball and basketball courts are 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.

j. Only composite Pickleball paddles may be used. No wood paddles are allowed.

k. Resident must be present at all times when guests are using court facilities.

l. The west tennis court has been updated to allow dual use with the addition of two pickle ball courts. The Bellasera pickleball group purchased portable nets. They can be rolled into place during pickleball play. Once play is complete the nets should be rolled against the court fences.

9. DOG PARK POLICY

a. Bellasera Dog Park Rules

By using this facility, you agree that you understand and assume all responsibility and liability for the risks of unleashing your dog(s) in this facility and individuals enter and use this facility entirely at their own risk and that of

their dog(s). The Bellasera Dog Park is not a supervised facility and users are required to abide by these rules at all times while on the premises and to properly supervise their dog(s). Violators will be subject to fines, removal from the Dog Park and suspension of dog park privileges.

b. The Bellasera Dog Park is for the exclusive use of Bellasera residents and guests and their dogs.

c. Dogs must be accompanied by a resident and must not be left unattended or out of sight range while in the Dog Park.

d. All dogs must be licensed and vaccinated as required by Maricopa County, Arizona laws.

e. The Bellasera Dog Park is open from dawn to 10:00 PM daily.

f. Dogs must be kept on a leash (not exceeding 6') when outside the Dog Park fenced areas. Leash and unleash your dog inside the double-gated holding area, not inside the Dog Park. Do not open the outside gate if the inside gate is open.

g. Owners must clean up after their dogs including dog waste, digging or other damage caused by their dog.

h. Dogs exhibiting vicious, aggressive, or dangerous behavior toward people or other dogs are not permitted in the Dog Park.

i. Do not groom animals inside the Dog Park.

j. Female dogs in any stage of heat are not permitted in the Dog Park. Puppies must be at least four months old to use the Dog Park.

k. Children under 12 years of age are not permitted in the Dog Park unless accompanied by and supervised by an adult.

l. Three (3) dogs per resident is the maximum allowed inside the Dog Park at any time.

m. Persons accompanying a dog in the Dog Park must be capable of restraining the dog(s).

n. Smoking and food are not permitted within the fenced areas.

n. Glass containers are not permitted in the Dog Park.

BELLASERA COMMUNITY ASSOCIATION, INC.
FACILITIES RESERVATION REQUEST AND CONTRACT

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)

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

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/pm. 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: \$150.00, plus a \$150.00 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.

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

_____ Pool area (Scheduled time of the event only.

Exclusive use of this area is not guaranteed.) Fee: \$75.00

No glass is permitted in pool area.

Guests for pool area are limited to 12.

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 _____Outside of building and grassy area: Fee: \$50.00

Any special requests must be requested in writing here:

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