

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

**EFFECTIVE JANUARY 1, 2016**

**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:** 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 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) (“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.
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 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.
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.
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. NOTIFY SECURITY AT MAIN GATE. OFFICERS ARE CPR CERTIFIED.

**C. Enforcement**

1. Owners, their immediate family members, significant other, lessees and any Guest/Invitee 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, their immediate family members, significant other, lessees and any Guest/Invitee violating this Policy may result in fines being assessed as approved by the Board in accordance the Violation Enforcement Policy then in effect for the Association. 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, their immediate family members, significant other, lessees and 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, 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/TV Area**

- a. The lounge/TV 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.
- (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.
- 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) 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.**

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

- 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 any item of exercise equipment is limited to 30 minutes if other Owners, their immediate family members, significant other, or lessees are waiting to use the equipment. Guests/Invitees must defer use of all equipment to Owners, their immediate family members, significant other, or lessees. 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, their immediate family members, significant other, lessees 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, their immediate family members, significant other, lessees 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. PRIVATE EVENTS: Provided there is no conflict with any event(s) identified in paragraphs (a) and (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, 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 for the pool area until the Community Manager is satisfied the Owner has met all conditions set forth below.

TERMS AND CONDITIONS: The rights granted in this paragraph c. 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;

- (D) The maximum number of attendees shall not exceed twelve (12) attendees without the approval of the Community Manager;
- (E) No cooking or grilling in the pool area will be permitted;
- (F) 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, and;
- (G) Compliance with the CC&R Rules for permitted activities and the item set forth in (d) through (t), below.
- d. The swimming pool and spa are open daily from 5:00 A.M. until 12 midnight. Pool hours will be strictly enforced.
- e. The Community Manager may deny access to the pool at any time due to occupancy limits, weather, pool conditions or if maintenance is required.
- f. There will no lifeguard on duty at the Bellasera Clubhouse pool. The use of the pool facilities is at the Owner's, family members', significant other's, lessees' or Guests/Invitees' own risk.
- g. 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.
- h. 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.
- i. Owners, their immediate family members, significant other, or lessees are responsible for cleaning up any mess or trash created by them, for closing the umbrellas used and straightening the patio furniture they used.
- j. 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.
- k. No running, roughhousing, general horseplay, or disorderly conduct that will endanger the safety of others is allowed.
- l. No diving, somersaults, back dives, cannonballs, preacher seats, can openers, or similar type entries from the edge of the pool are permit
- m. No personal audio devices without earphones are permitted in and around the pool area with the exception of Association authorized activities.
- n. No glass containers are allowed.
- o. No roller skates/blades, skateboards or bicycles are permitted in the pool area. Children's strollers are allowed.
- p. Aqua aerobics and swim classes have priority in the pool. Please consult the office for class schedules.
- q. Appropriate swimwear is required.

- r. Individuals who are not toilet-trained must wear appropriate swim diaper applications.
- s. No pets are permitted in the pool area at any time.
- t. No smoking is permitted in the 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 and Tennis Courts Policy**

- a. The basketball 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 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.

9. **Dog Park Policy**

Use of the Dog Park is subject to the BELLASERA DOG PARK RULES, a copy of which is attached hereto and which shall be posted at the entrance to the Dog Park.