



**BELLATRAE
COMMUNITY ASSOCIATION**

**RULES & REGULATIONS
BOARD APPROVED**

August 18, 2015

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1. INTRODUCTION

1.1. Purpose of Document

The Board of Directors of the Master Association has approved this document to be distributed to all Owners and Tenants. It is intended to provide information related to the Club Facilities, programs and activities available to our residents and guests. These Rules & Regulations may be amended from time to time by the Board of Directors, so it is important that all residents and their guests become familiar with the latest version approved by the Board.

In the event that the rules in this document conflict with the Declaration of Condominium, the Declaration will ultimately control.

1.2. BellaTrae Community Association

The BellaTrae Community Association, Inc., otherwise known as the "Master Association," is a Florida Homeowners Association (HOA) and was incorporated in 2006 as a non-profit corporation of the State of Florida. One of the primary functions of the Master Association is to ensure the proper management and maintenance of the Club Facilities. The Master Association is governed by its Board of Directors.

1.3. Definitions

"Access Control System" shall mean any system intended to control access to BellaTrae. The Master Association is responsible for the community's Access Control System. Pedestrian gates code may be obtained from the Management at the Clubhouse.

"Club Facilities" shall mean the actual facilities, improvements, and personal property actually constructed and made available to Owners pursuant to the Club Plan, as detailed in Article XII of the Community Declaration for BellaTrae ("Declaration").

"Club Member" shall mean every Owner (other than an Owner who has leased his or her residential dwelling to Lessee) and Lessee; provided, however, for the purposes of Club Membership there shall be only one Owner or Lessee per Residential Dwelling. A person shall continue to be a Club Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Residential Dwelling. Once an Owner leases a Residential Dwelling, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Residential Dwelling; however, the Owner and Lessee shall be jointly and severally liable for all assessments.

"Common Areas" shall mean and refer to those portions of the Property and improvements thereon, if any, which the Association has the obligation to maintain for the common use, benefit, and enjoyment of all Residents. The term "Property" shall be interchangeable with "BellaTrae."

"Immediate Family Member" shall mean the spouse of the Club Member and all unmarried children twenty-two (22) years and younger of either the Club Member or the Club Member's spouse. If a Club Member is unmarried, the Club Member may designate one other person who is living with such Club Member in the Residential Dwelling in addition to children of the Club Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Club Member within the Residential Dwelling.

All one-day guests/visitors and vendors are required to register with the main Gate House. Residents are responsible for notifying the Gate House with guest/visitor/vendor information. A "Gate Access" App is available to all residents through which notification can be made to the Gate House. Please see Management in this regard.

These Rules & Regulations shall be construed liberally in favor of the party seeking to enforce its provisions.

2. CLUB FACILITIES & OPERATING HOURS

2.1. Community Club Facilities

- Fitness Center
- 80,000 gallon Outdoor Pool
- Outdoor Spa
- Putting Green
- Bocce Ball Courts
- Tennis Court
- Fitness/Yoga Room
- Clubhouse Kitchenette
- Library
- Conference/Meeting Rooms
- On-site Full Time Community General Manager
- On-site Full Time Assistant General Manager/Lifestyle Director

2.2. Hours of Operation

Clubhouse	Daily 7am-10:00pm
Fitness Center	Daily 7am-10:00pm
Swimming Pool & Spa	Daily 7am- 9:45pm*
Putting Green	Daily: Dawn to dusk
Bocce Ball Courts	Daily: Dawn to dusk
Tennis Court	Daily: 7am to dusk

*Or as Management may otherwise determine from time to time

2.3. Operating Calendar and Holidays

National Holidays

Holiday hours may be restricted during National Holidays. Notice shall be posted on the BellaTrae website and in the Clubhouse at least 48 hours in advance of any schedule change.

Inclement Weather (e.g. Hurricanes or severe storms)

Every attempt will be made to remain open during times of inclement weather; however, the facilities will be closed if the conditions are determined by Management to be a threat to the safety of residents and Staff.

Maintenance Days

In an effort to achieve the highest standards of facility cleanliness and safety, there will be times when certain areas of the facility will be shut down for repairs, improvements, cleaning, and preventive maintenance.

2.4. Online Resident Directory

Residents are encouraged to register on the BellaTrae website and enter their contact information into the online Resident Directory. Although you are not required to furnish an email address, it would be helpful to do so. By doing so you will be able to receive official notices and other important communications electronically. Please see the Assistant Manager/Lifestyle Director for registration instructions and additional information.

3.0 ACCESS RIGHTS TO CLUB FACILITIES

3.1. Club Members

"Club Member" shall mean every Owner (other than an Owner who has leased his or her residential dwelling to Lessee) and Lessee; provided, however, for the purposes of Club Membership there shall be only one Owner or Lessee per Residential Dwelling. A person shall continue to be a Club Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Residential Dwelling. Once an Owner leases a Residential Dwelling, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Residential Dwelling; however, the Owner and Lessee shall be jointly and severally liable for all assessments.

3.2. Club Member Access

Each Club Member and his or her Immediate Family Members, his or her guests and invitees, shall have the non-exclusive rights and privileges to use the Club Facilities. In order to exercise the rights of a Club Member, a person must be a resident of the Residential Dwelling. If a Residential Dwelling is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Residential Dwelling who will be the Club Member of the Club with respect to such Residential Dwelling.

Once an Owner leases a Residential Dwelling, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Residential Dwelling. An owner who leases his or her residential dwelling shall only be permitted to use the Clubhouse and other amenities as a guest of a Club Member or Lessee for a period not to exceed fourteen (14) days during a calendar year.

If the Member has failed to pay any Master Association assessments, any other Condominium Association assessment, or any other assessments authorized pursuant to the terms of the Declaration for a period lasting sixty (60) days or more, the club Member, his or her immediate family members, his guests and his lessees (if applicable) will have their access privileges suspended until all assessments, late fees, penalties and any related association costs are paid in full and are current.

3.3. Supervision of Minors

Minors under the age of eighteen (18) years are not permitted to use the Club Facilities without adult supervision, Adult Supervision is someone 18 years or older. Minors may use the Club Facilities with adult supervision if such minor's parent or legal guardian releases Association, Management, their officers, agents, employees, affiliates, directors and attorneys (collectively, the "Indemnified Parties") from liability for such use pursuant to consent form(s) provided by Association from time to time. (See Appendix A.1) Minors under *eighteen (18)* years of age are not permitted to use the pool without adult supervision. Minors, age 10 years or older, may use the Fitness Center and Equipment with adult supervision only if such minor's parent or legal guardian signs an "Informed Consent, Release & Waiver Agreement" (See Appendix A). Notwithstanding the foregoing, if minors use any of the Club Facilities without the proper execution of a consent form or without adult supervision, Indemnified Parties are not liable for the actions of such minors.

Parents/legal guardians are responsible for the actions and safety of such minor(s), as well as any damages to the Facilities or the equipment in the fitness center caused by such minor(s).

3.4. Access Cards

Entrance to the Clubhouse will be through the front door only by means of an Access Card. Club Members (or Lessees), and their Immediate Family Members who are residing within the Residential Dwelling must obtain an Access Card, which must be presented to Club Staff or Management upon request. Immediate Family Members under the age of eighteen (18) years shall not receive an Access Card.

Each Residential Dwelling shall be entitled to receive two (2) Access Cards free of charge, but only one time. Subsequently, additional or replacement Access Cards will cost \$10.00 per card. Access Cards issued to a Leased Residential Dwelling will reflect the expiration date of the lease on file with their respective Condominium Association. Upon expiration of the Access Card, lessee will not be granted the privileged use of the Clubhouse Facilities until such time as a valid lease has been approved and filed with his or her respective Condominium Association.

3.5. Guest Use of Facilities

Guests may be sponsored by a Club Member in any Club Facilities, subject to restrictions for health and safety. The Club Member must remain in the company of the guests. The Board of Directors, at their sole discretion can set (i) reasonable limits on the number of guests and/or visits that a resident may sponsor, and (ii) establish fees. Currently, these are as follows:

- i. Club Members may sponsor up to eight (8) guests per unit, per day at no charge.
- ii. Additional guest are \$5 per person, per day.

Unaccompanied guests may use the facilities when the Club Member has submitted a Guest Pass Request Form (See Appendix B) to the Assistant Manager/Lifestyle Director. Management, in conjunction with the Board, will determine from time to time the most effective process for guest administration with respect to the clubhouse.

Club Members must be in good standing with their Master Association or Condominium Association for a guest pass to be issued.

Guests are not permitted to bring other guests to the Club Facilities.

3.6. Rule Enforcement

Club Staff and Management are charged with the responsibility to protect the rights and privileges of all Members and their guests; inappropriate behavior will not be tolerated (See Appendix C - Code of Conduct).

All Club Facility users are responsible for compliance with these Rules & Regulations, and as they may be amended from time to time. Club Members will be held accountable and responsible for the conduct of their guests.

Rule violations must be reported immediately to the Club Staff or Management.

All reports of rule violations will be handled confidentially by Staff and Management, with disclosure limited to those authorized to receive such information and on a need-to-know basis. Staff and Management are authorized to share incident information with Members of the Board of Directors.

The following process is hereby established to handle rule violations reported to Club Staff or Management:

1. Club Member (and their guests or visitors) must immediately report the rule violation to Club Management or Staff, providing all relevant information available at the time for an effective resolution. Upon receipt of a report of a rule violation, Club Management or Staff will prepare a detailed written Incident Report.
2. Club Management will conduct an investigation of the matter as soon as possible. This initial investigation will typically involve recording date, time, location, persons involved, description of violation, and any other pertinent information. Club Management may also speak to the involved parties or, in the case of minors, to the responsible parent, guardian, or adult supervisor. Management will attempt to resolve the matter at this stage of the process.

Following the initial investigation, Management will prepare a written "Investigation Summary" detailing the results of the investigation and actions taken, if any. Copies of the Incident Report and Investigation Summary

shall be retained by Management.

3. Serious violations, typically those including, but not limited to, use restrictions, property damage, use of abusive language, threats or acts of violence, and theft require that the Club Staff notify the General Manager or designee immediately. The General Manager or designee will determine if law enforcement notification is necessary.
4. After conducting an investigation of the matter, the General Manager or designee shall determine whether the accused Member should appear before the Board's Hearing Committee for further disciplinary review. Board and Hearing Committee Members may be consulted by the General Manager or designee during this investigation.
5. In the event that the General Manager or designee determines that a formal hearing before the Hearing Committee is necessary, the accused Member shall be notified in writing of such determination by means of a Notice of Hearing. The Notice of Hearing shall indicate the time, date, and location of the hearing. The Notice of Hearing shall be mailed to the accused Member at his/her address as shown in the records of the Association. The Notice of Hearing shall also specify which rules(s) or regulation(s) the accused Member is being charged with violating. A formal hearing before the Hearing Committee shall take place not less than fourteen (14) days from the date of the Notice of Hearing. Hearing Committee hearings shall take place in open session.
6. In making a final determination of the matter, the Hearing Committee shall follow the Progressive Discipline Policy established by these Rules (See Appendix C – Code of Conduct). All final decisions of the Hearing Committee shall be made by a majority vote of the Committee.
7. Member may appeal the Hearing Committee's decision to the full Board of Directors by submitting a written request to the Board within seven (7) days from the date of the Hearing Committee's decision. The appeal must include a statement detailing the reason(s) why the Hearing Committee's findings and recommendations were in error. It must also identify any matters relevant to the final determination that were not presented to the Hearing Committee and the reason(s) why. A hearing on the appeal will be scheduled by the Board of Directors within thirty (30) days of receipt of the appeal request. Failure to timely file a written appeal request shall automatically result in the Hearing Committee's decision becoming a final and enforceable decision.
8. The Board may decide the matter immediately following the hearing, or take it under advisement. In either event, the Hearing Committee shall notify the Member in writing of the outcome of the appeal within seven (7) days from the date of the hearing.
9. The Board's determination at or following the appeal hearing shall be final.

3.7. Immediate Suspension of Access Rights

The Membership rights of a Club Member may be immediately suspended by the Association, without regard to the Progressive Discipline Policy, if, in the sole judgment of the Association:

1. The Member has failed to pay any Master Association or any other Condominium Association assessment, or any other assessments authorized pursuant to the terms of the relevant Declaration for a period lasting sixty (60) days or more, or as may otherwise be established by law.
2. A Club Member and/or guest has injured, harmed, or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stole any personal property within the Club Facilities, whether belonging to an Owner, third party or to the Association.
3. Suspension of Membership rights shall not release the Member from the continuing obligation to pay all Association assessments.

3.8. Disclaimer

Owner, residents, and their guests and invitees using the facilities do so at their own risk. The safety of our residents, guests, and invitees of our community is a primary concern. All persons using the Club Facilities do so at their own risk, and must agree to abide by the rules for use of the Club Facility. The BellaTrae Community Association, Inc., its officers, directors, agents and employees, assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Club Facilities or from the acts, omissions or negligence of other persons using the Club Facilities. Residents are fully responsible for their actions and those of their guests.

3.9. Damage to Gate Barrier Arms & Delineators

An Owner, Lessee, guest, or invitee (collectively, the “Offending Party”) who causes damage to any of the community’s gate barrier arms and/or delineators, or causes them to become dislodged or knocked off its supporting structure, may be assessed a fine of \$75.00, plus the actual cost of repairs, for each occurrence. Owners shall, ultimately, be held accountable for the acts of their Lessee, their guests, and invitees.

If after investigating the matter, the General Manager or designee makes a determination that the Offending Party caused the damage to the gate barrier arms and/or delineators in question, the General Manager or designee shall send the Owner, or in the case where the Offending Party is a Lessee, a guest or an invitee of Lessee, to Lessee, a written Notice to the address as shown in the records of the Association detailing the reason(s) for such determination. Within fourteen (14) days from the date of the Notice, the Offending Party shall have the right to challenge the determination by submitting a written objection to the General Manager or designee setting forth the reason(s) for such challenge.

Upon receipt of the Offending Party’s objection, the General Manager or designee will initially attempt to informally resolve the matter. If the matter cannot be resolved informally, the General Manager or designee shall determine whether the Offending Party should appear before the Board’s Hearing Committee for further review and adjudication of the matter. Board and Hearing Committee Members may be consulted by the General Manager or designee in this regard.

In the event that the General Manager or designee determines that a formal hearing before the Hearing Committee is necessary, the Offending Party shall be notified in writing of such determination by means of a Notice of Hearing. The Notice of Hearing shall indicate the time, date, and location of the hearing. The Notice of Hearing shall be mailed to the Offending Party at the address as shown in the records of the Association. A formal hearing before the Hearing Committee shall take place not less than fourteen (14) days from the date of the Notice of Hearing. Hearing Committee hearings shall take place in open session and all final decisions of the Hearing Committee shall be made by a majority vote of the Committee.

Offending Party may appeal the Hearing Committee’s decision to the full Board of Directors by submitting a written request to the Board within seven (7) days from the date of the Hearing Committee’s decision, stating therein the reason(s) why the Hearing Committee’s findings were made in error. A hearing on the appeal will be scheduled by the Board of Directors within thirty (30) days of receipt of the appeal request. Failure to timely file a written appeal request shall automatically result in the Hearing Committee’s decision becoming a final and enforceable decision.

The Board's determination shall be final and enforceable.

4. ACTIVITIES & EVENTS

4.1. Community Website

The community website is a resource for BellaTrae residents. Please visit ourbellatrae.sentrywebsites.com for updated information related to Association meetings, special events, lifestyle programs, and important news bulletins. Certain areas of the website are restricted. Members will need to request a log-in to access these areas. If you have any questions, please contact the Assistant Manager/Lifestyle Director.

Email Notifications

Residents are encouraged to provide Management with their consent to receive official notifications from Association via electronic mail. Please contact Management in this regard.

4.2. Community Channel

Information on these events is available through the community's cable channel, Channel 116.

4.3. Chartered Clubs

Chartered Clubs are resident-managed organizations that are sponsored by the Association to foster and promote opportunities to pursue a hobby, a recreational, cultural interest, or other interests. Any resident wishing to develop a Chartered Club should contact the Assistant Manager/Lifestyle Director to receive information and an application.

Chartered Clubs must keep and maintain appropriate financial records of their dealings, including a checking account, which will be administered by the Association through its bookkeeping and accounting system. Charters are granted based on Membership interest for a specific program and the availability of Association facilities and equipment.

Chartered Clubs must be open to all residents of the community. Guests may be permitted to attend club functions on a limited basis with permission from the Assistant Manager/Lifestyle Director or designee. Approval of Chartered Clubs rests with the Association.

Management and Staff will reasonably help to facilitate meetings and assist in the development and promotion of activities developed by the Chartered Clubs via the community website, the community cable channel, emails, flyers and newsletters.

Chartered Clubs meeting and event dates will be given priority for the use of Club Facilities, subject to space availability. Chartered Clubs will be exempt from paying room rental fees.

4.4. Registration for Events and Activities

Association activities and events will be open to Club Members, their Immediate Family Members, and their guests only. Registration dates and deadlines will be advertised in advance of the event. Registration for all programs and activities may be accomplished as follows:

- In-person Registration-Complete and submit a program registration form with payment (if applicable) at the front desk or Assistant Manager's office in the Clubhouse.
- Email Registration – Visit ourbellatrae.sentrywebsites.com for further information.
- Mail-In - Registration and payment may be mailed to:
Assistant Manager/Lifestyle Director
8411 Riverdale Lane
Champions Gate, FL 33896

4.5. Event Fees

Event and activities fees may be required to offset the costs associated with events and activities. Participants are required to make full payment at the time of registration. Participants may pay for programs by cash, check made out to "BellaTrae Community Association, Inc.", credit or debit card (if available), or in such other ways as management may determine and a receipt will be provided. Any transaction costs incurred by the Association as a result of payments made by credit or debit cards may be passed on by the Association to the Resident. Charges imposed for checks returned by the bank will be passed on by the Association to the Resident. Activity Fees are non-refundable unless the activity is canceled by the Association for any reason.

4.6. Changes and Cancellations

From time to time events may be cancelled due to low participation. Club Staff will notify residents if there is a need to change or cancel an activity or event. If cancelled by the Association, residents will be issued a refund. From time to time areas within the Clubhouse and Pool area may be restricted for use by Association sanctioned events.

4.7. Waiting Lists

Some activities and events will have maximum registration limitations. In the event that a limitation is reached, a waiting list will be created. If there are cancellations, an attempt will be made by Staff to contact the persons on the waiting list in the order they signed up.

4.8. Room Rental and Use

Rooms within the Clubhouse which are made available for use by residents and their guests are on a first-come, first-served basis, unless the area is reserved for a private event, Chartered Club event, or Association purposes. Certain rooms are available for private rentals by residents. Please see the Assistant Manager/Lifestyle Director for a rental packet with price information, application forms, policies and procedures, and fees (See Fee Schedule -Appendix D). Room reservations for meeting purposes will have to be pre-registered with the Assistant Manager/Lifestyle Director to ensure availability of space, proper room set-up, and establishment of rental fees, if necessary. Chartered Club events and Association-sanctioned and/or sponsored activities and events will not require the payment of a rental fee.

5. GENERAL CLUB FACILITIES RULES & REGULATIONS

5.1. Age Restrictions

1. Residents and guests under the age of eighteen (18) must be accompanied by an adult (18 or older) when using the Club Facilities.
2. Children under the age of eighteen (18) are not permitted to use the fitness center and pool without a parent or guardian. Parents or Legal Guardians of children under the age of eighteen (18) must execute the Informed Consent, Release & Waiver Agreement – Minor(s) Use of Fitness Facility (See Appendix A) in order for the children to use the Fitness Facility.
3. Children under the age of ten (10) are not permitted to use the Fitness Center or Yoga/Well Beats room at any time.
4. Children under the age of sixteen (16) are not permitted to use the spa/hot tub any time.
5. Parents or legal guardians shall be responsible for the actions and safety of such minors, and for any damages to the Club Facilities, the fitness center and/or the equipment in the fitness center caused by such minors.

6. *Notwithstanding the foregoing, if minors use the Club Facilities in violation of these Rules or without the proper execution of a consent form or without adult supervision, the Association, its officers, directors, agents, employees, affiliates, and attorneys shall not assume any liability resulting from the actions of such minors.*

5.2. Dress Code

Proper dress is required in Club Facilities at all times, and specific attire may be designated by the Association from time to time at its sole discretion. Unless otherwise specified, appropriate casual attire is required in all areas of the Club Facilities. Appropriate casual attire for men includes footwear, shirts, pants or shorts. For women, footwear, shirts, and pants / skirt / dress /shorts are appropriate. Upper body garments must be worn in all activities, except for men using aquatic facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear. Footwear must be worn in the Clubhouse at all times.

5.3. Interference with Employees

Club Members are expected to abide by the Governing Documents and these Rules and Regulations, and to conduct themselves in a courteous and respectful manner at all times. Any inattention to duty, or discourtesy on the part of a Club Staff member should be immediately reported to the General Manager or designee. However, under no circumstances will Club Members or guests interfere with, attempt to discipline or otherwise direct employees as they conduct the Association's business and/or during the discharge of their duties.

5.4. Safety Rules

Any Club Member or guest not adhering to posted, or otherwise obvious safety rules may be asked to leave the premises. With respect to safety, proper decorum, and sanitation, the Club Staff's judgment will prevail in all instances. Any complaint relating to Club Staff decisions may be later appealed to the General Manager or designee; however, until the disposition of such an appeal, the Association Staff's decision stands. Arguing, being abusive, or being otherwise challenging to Club Staff is deemed inappropriate behavior and may result in further disciplinary action.

5.5. Purpose of Club Facilities' Use

5.5.1 For-profit Business Use.

The Club Facilities are not generally intended be used to provide a venue or forum where individuals or entities might foster or promote for-profit or commercial business interests or to otherwise use the Club Facilities for personal monetary gain.

However, a Club Member may apply to the Association for permission to use or sponsor the use of the Club Facilities for a for-profit or business purpose. The Club Member shall first submit such request in writing to the General Manager or designee. The Association's Board of Directors shall then make a determination as to whether or not to grant the request, with the sole consideration being the benefit to the Association. The Association reserves the right to require the use of a specific location in the Club Facilities and/or to charge a fee for the use of the Club Facilities, and to otherwise promulgate terms and conditions as necessary for such usage. All decisions by the Board are final.

5.5.2 Not-for-profit Activities.

Club Members may use the Club Facilities for club, society, social, party, religious, political, charitable, fraternal, fund-raising or other not-for-profit purposes with the prior written consent of the General Manager or designee, which consent may be withheld for any lawful reason. The Association and Management reserve the right to require the use of a specific location in the Club Facilities and/or to charge a fee for the use of the Club Facilities, and to otherwise promulgate terms

and conditions as necessary for such usage.

5.6. No Smoking

The Association provides a smoke-free environment for its Members and guests in all parts of the Club Facilities and surrounding areas. No smoking of any kind (including, but not limited to, “e-cigarettes”) is permitted within fifty (50) feet of the perimeter of the Clubhouse or other Club Facilities.

5.7. Alcoholic Beverages

Alcohol Beverage Consumption and Distribution Policy (See Appendix E).

1. Alcohol that is sold for consumption must be under the auspices of a liquor license. Whether alcohol is sold under license, or dispensed in a private party setting, the event sponsor remains responsible for the propriety of the event.
2. The Association may revoke individual privileges in the event consumption is perceived to cause a threat or nuisance to Staff, residents, other Members of the Association or their guests.
3. In all situations, Members are prohibited from selling or furnishing alcohol to any person under the age of 21 or otherwise in violation of any State or local liquor control laws.
4. Alcoholic beverages shall not be sold on premises of the Club Facilities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof to the Association prior to the event. Excessive noise that will disturb other residents and guests is not permitted.

5.8. Indirect Club Facilities’ Supervision.

The Club Facilities are operated in a manner in which they are not directly supervised. The Association is not in a position to continually police the Club Facilities. Members are, therefore, asked to immediately report any inappropriate behavior that they may witness to Management or, in its absence, to Club Staff.

6.0 AMENITIES’ RULES & REGULATIONS

6.1. General Rules

1. All residents are entitled to utilize the Club Facilities and amenities if they meet all eligibility requirements.
2. Guests must be accompanied by a resident at all times, unless they have first obtained a Guest Pass.
3. Residents and guests are encouraged to speak to their physician before engaging in physical exercise. All residents and guests who utilize the Club Facilities and amenities do so at their own risk. Assumption of risk and liability forms must be signed and on file before utilizing the Club Facilities. (See Appendix a and A.1)
4. Access to the Clubhouse is by Access Card only. Residents must have at all times in their possession their Access Card for identification to enter and utilize the Club Facilities.
5. With the exception of the pool and wet areas where bathing suits are permitted, residents must be properly attired as described in rule 5.2. Dress Code
6. Bathing suits and wet feet are not allowed inside the Clubhouse, with the exception of the locker room areas.
7. Consumption of food and drink may be limited to designated areas only. Residents are responsible for cleaning up after themselves. No glass is permitted in the pool or spa areas.
8. Amplified sound systems and DJs are prohibited within the Club Facilities unless it is an Association approved program, event or authorized private event.
9. Audio and television systems are provided for the convenience and enjoyment of Members and guests. Programs will be tuned to satisfy the interests of the majority. The final decision rests with Management. Portable radios,

DVD players, iPods, MP3 players, tablets, and all other electronic sound producing devices are permitted, but only with earphones.

10. Use of profane, abusive, or inappropriate language is not permitted.
11. Anyone who appears to be under the influence of drugs or alcohol will be asked to leave the Club Facilities.
12. Residents are requested to let Staff know if an area of the Club Facilities or a piece of equipment is in need of cleaning, repair, or maintenance.
13. All equipment and supplies provided for use of the Club Facilities and amenities must be returned in good condition after use.
14. No pet or animal shall be "tied out" on the exterior of the Clubhouse, or left unattended on any Association Facility, property, or in the Common Areas. Pets must be walked on a leash. Pet owners are responsible for the activities of their pets, and are responsible for cleaning up of all matter created by the pet. Pets are prohibited from entering all Club Facilities, except as Service Animals. Members who do not follow pet rules will be subject to disciplinary action.
15. Bicycles must be parked in the designated bike rack.
16. All Association-sponsored programs and services including, but not limited to, personal training, group exercise, tennis lessons, and instructional programs must be conducted by a vendor that has been properly registered with the Association.
17. The use of cellular telephones is limited while in the Club Facilities. Residents and guests are asked to keep their ringers turned off or on vibrate while in the Club Facilities. Use of cellular phones is only permitted under the pretense of acceptable levels, and so long as it does not interfere with the quiet enjoyment of the Club Facilities and amenities by others.
18. The Association does not provide concierge, copying, printing, or secretarial services of any kind.
19. The Association and Staff are not responsible for lost or stolen items, and Staff Members are not permitted to hold, secure, or store valuables, personal belongings, or bags for anyone.
20. All found items should be turned in to Staff for storage in the lost and found. Items will be stored in the lost and found for up to one month. Thereafter, if unclaimed, such items will be disposed of in any appropriate manner in the sole discretion of Management.
21. The recreational or commercial use of drones within the Association's property, including its airspace is prohibited, unless previously authorized by Management or the Board in writing.

6.2. Fitness Center Usage Rules

1. All residents and guests are encouraged to consult their physician before beginning an exercise program.
2. Appropriate attire and athletic footwear must be worn at all times.
3. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. All equipment must be wiped down after use with the wipes and/or spray provided.
5. If a resident or guest is waiting, cardiovascular equipment utilization is limited to 30 minutes.
6. If a resident or guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. Weight equipment should not be slammed while lifting.
7. Food is not permitted in the fitness center.
8. Water or other sport drinks must be contained in non-breakable spill-proof containers.
9. Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.
10. The use of cellular phones or similar electronic devices for personal conversations is prohibited in the Fitness Center.
11. Lockers are available on a first-come, first-served basis for day-to-day use. Please use your own lock. No belongings may be left overnight in the Locker Room or Lockers. Management reserves the right to cut and remove any lock left in place in violation of this rule and remove the contents of the locker. Neither the Association nor Management shall be responsible for any damage or loss of personal belongings within the Club Facilities and amenities.
12. A unisex changing facility is available for those individuals requiring special assistance and for the use of small opposite sex children.

6.3. Pool & Spa Usage Rules

1. Swimming and use of spa is done strictly at your own risk. The pool and spa areas are not directly supervised by Staff or lifeguards.
2. The pool and spa areas are open from 7 am to 9:45 pm daily. No one is permitted in these areas at any other time unless a specific event is scheduled. Anyone entering the pool or spa after hours will be considered as trespassing, and may be subject to prosecution or disciplinary action.
3. Children under the age of eighteen (18) must be directly supervised and accompanied by a parent or guardian eighteen (18) years or older at all times while within the pool or the pool deck area.
4. No private social events may occur at the pool or on the pool deck, including but not limited to the following: graduation parties, holiday parties, birthday parties, anniversary parties, retirement parties, weddings, bar mitzvahs, baptisms, etc. Only Association sponsored social events are permitted at the pool or on the pool deck.
5. Swim fins, facemasks, and footwear are permitted. Inner tubes or other inflatable devices are permitted. However, Management reserves the right to restrict any and all of the above based on pool occupancy. Small children in the pool may wear inflatable devices or small flotation devices as a precautionary safety measure. Small toys may be used by children under adult supervision, based on occupancy of pool. Toys are not to be left unattended at any time.
6. Showers must be taken before entering the pool or spa.
7. No bicycles, tricycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck area. Baby strollers are permitted but must remain outside of ten (10) feet of pool apron.
8. Glass containers or breakable objects of any kind are not permitted anywhere on the pool deck. Beverages in non-glass, non-breakable, non-spill containers may be consumed in areas adjacent to the pool and spa edge.
9. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
10. Appropriate swimming attire (swimsuits) must be worn at all times.
11. Infants/children not toilet trained and incontinent adults must wear swim suit diapers or snug plastic pants under their swim suits. All other diapers (cloth and disposable) are prohibited.
12. Animals, other than Service Animals, are not permitted in the pool or wet areas.
13. The pool is shallow and not designed for any type of diving or jumping into. Any type of dives, flips, jumps or other similar actions from the side of the pool are strictly prohibited.
14. Only authorized personnel are allowed in the pool equipment area.
15. Tables or chairs on the deck may not be reserved by placing towels or personal belongings on them.

6.4. Meeting Rooms/Ballrooms Usage Rules

All inside non-office use areas within the Clubhouse are open for resident utilization, unless previously reserved for a structured program or event. Management has the authority to restrict access to these areas from time to time as it deems necessary.

Unless otherwise provided in these Rules, the sale of alcoholic beverages is prohibited. Members are responsible for the actions of their guests. Persons deemed to be intoxicated will be required to leave the Facility. Alcohol may be served only to persons twenty-one (21) years of age or older.

Alcoholic beverages are prohibited from being stored inside the Clubhouse kitchen except as part of a on-going sanctioned event or activity.

6.5. Library and Billiards Room Usage Rules

1. The Library and Billiards Room are open for the use of residents and their guests only.
2. If computers are provided by the Association in the Library, they are for the use of Residents only. Computers may be used on a first-come, first-served, basis. Please limit your time to 30 minutes if others are waiting.
3. Books and reading materials are provided by the Association in the Library. Those individuals desiring to donate books or other suitable materials should make arrangements with the Assistant Manager/Lifestyle Director.
4. Periodicals, magazines, and newspapers must remain inside the Clubhouse, and cannot be checked out.
5. Use of mobile phones is permitted under the pretense of acceptable levels, and as long as it does not interfere with the quiet enjoyment of others.
6. Gambling is not permitted in the Club Facilities (Except at Association-sanctioned activities)
7. No glass containers of any kind are permitted on the Billiard tables.

6.6. Putting Green, Tennis Court, and Bocce Courts Usage Rules

1. Putting Green, Tennis Court, and Bocce Courts are available for their intended use by residents and their guests on a first-come first served basis, and cannot be reserved for a private function. The Putting Green is to be used only for putting purposes, and for no other purpose. Bocce Courts are to be used only to play Bocce ball, and for no other purpose. The Tennis Court is to be used only for playing tennis, and for no other purpose. Children under the age of 18 must be accompanied by a person eighteen (18) years of age or older at all times when using the Putting Green, tennis court, or the Bocce Court.
2. Bikes, tricycles, rollerblades, skateboards, shoes with metal cleats, and any equipment with wheels are prohibited on the surfaces of the Putting Green, Tennis Court, and Bocce Courts.
3. Pets, other than Service Animals, are not allowed on the surfaces of the Putting Green, Tennis Court, and Bocce Courts.
4. No glass containers of any kind are allowed on the surfaces of the Putting Green, Tennis Court, and Bocce Courts. Food or beverages are prohibited on the surfaces of the putting green, bocce courts and tennis court. Food and beverages in non-glass containers, and coolers may be used around the perimeter areas of the Putting Green, Tennis Court, and Bocce Courts.
5. Residents are responsible for bringing their own equipment. Club Staff may have some equipment available for sign out on a first come first served basis.

6.7. Lake & Pond Areas Rules

These wet areas are not designed for fishing, swimming, or recreational use, and cannot be used for those purposes. All such uses are strictly prohibited.

6.8. Clubhouse Parking Policy

6.8.1. General Guidelines

1. The Clubhouse parking lot is intended to be used exclusively by residents, their guests and invitees, vendors, and Clubhouse visitors, on a temporary basis. No overnight parking is permitted.
2. All vehicles must be parked only in areas designated for such purpose. At no time shall lawns, green spaces, or sidewalks be used for parking, storage or other recurring use to support vehicles of any type. Enforcement of this provision shall be as provided for under the Enforcement & Towing section below.
3. Temporary private event guest parking spaces may be designated by Management from time to time. Residents are not allowed to park in event guest designated parking places during such events.
4. Vehicles must be parked so as to not obstruct other parking spaces, sidewalks, or ingress and egress areas, or impede mail delivery or pickup. Emergency vehicles must have space to navigate the roadways.
5. No campers, recreation vehicles, boats or boat trailers may be parked on the Clubhouse Parking lot.
6. No parking or stopping is permitted along any of the entry traffic lanes of the Property other than those checking in at the Gatehouse.

6.8.2. Enforcement and Towing

1. The Board of Directors may initiate towing on any prohibited vehicle or vehicle in violation of the provisions of this Parking Policy. The Board of Directors or the General Manager or designee shall be responsible for the towing of vehicles violating any rules contained herein. Vehicles determined to be in violation of this Policy shall be subject to the "48-hour notice to tow", beginning with posting a "24-hour friendly reminder notice" and then a "24-hour towing notice" on the vehicle (with the exception of 2 below). Notices shall contain the following information:
 - a. Make, model and year (if known), and color of the vehicle.
 - b. License number of the vehicle, the state licensed to and expiration date.
 - c. Date vehicle will be towed.
 - d. Date and time of citation.
 - e. Tow company's name and phone number.
2. For the safety of all residents, the following vehicles in violation will be towed without notice.
 - a. Any vehicle parked in a Fire Lane.
 - b. Any vehicle parked in a way to limit ingress and egress to the Club Facilities.
 - c. Any vehicle parked in a handicap space without proper handicap permit.
 - d. Any vehicle parked in a manner that blocks handicap ramps.
 - e. Any vehicle with repeat violations within a preceding 14-day period.

7. EMERGENCIES

7.1. Emergency Procedures

In the event of an emergency, the Clubhouse is equipped with a first aid kit and an AED. If an accident or injury occurs, Staff should be notified immediately. There is an emergency phone by the Fitness Room to dial 911.

8. FORMS AND WAIVERS

8.1. Receipt of Document

All owners and tenants will receive a copy of this document upon obtaining Access Cards. The Receipt of Club Facility Rules & Regulations Form (See Appendix H) must be signed and will be filed accordingly.

8.2. New Resident Information Form and Waiver

A new resident information form (Appendix G) is kept on file for all residents. This allows Staff to maintain current information on all residents eligible to utilize the Club Facilities. This form also contains the Informed Consent, Release and Waiver Agreement (Appendix F) that must be signed by each member of the household.

8.3. Guest Pass Authorization Forms

Guest Pass Authorization Forms (Appendix B) are available from the Assistant Manager/Lifestyle Director, online at ourbellatrae.sentrywebsites.com or from the front desk. Forms should be completed in advance of the guest's arrival.

8.4. Rental Usage Guidelines and Request Form

BellaTrae Ballroom Rental Agreement and Waiver Forms are utilized for private rental by Residents of specified Club Facilities which are available for private functions. Residents must complete all required forms and contract before any rental can occur. Residents must read, initial and agree to follow the BellaTrae Ballroom Rental Agreement before a request will be approved.

9. APPENDIX

9.1. Appendix A - Informed Consent, Release & Waiver Agreement - Minor(s) Use of Fitness Facility.

Community Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.

Use of Fitness Facilities by a minor under the age of eighteen (18).

Minors, age ten (10) years or older, may use the Fitness Center and Equipment with adult supervision.

I, _____, declare that I intend to supervise minor(s) use of the fitness facilities offered by BellaTrae (the “Community Association”), for the minor(s) under the age of eighteen (18).

Name of Minor(s):	Age of Minor(s):	Minor(s) Date of Birth:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I declare as follows:

1. I understand that each individual has a different capacity for participating in such activities and services. I assume full responsibility for the minor(s) during and after their participation. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to the minor(s) own state of fitness or health (physical, mental or emotional) and to the awareness, care, and skill with which they conduct themselves in that activity or program. I acknowledge that my choice to allow said minor(s) to participate in any activity or program at BellaTrae brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care, and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities, or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility for myself and said minor(s) to always act in a safe manner and to abide by the rules and regulations of the Community Association whenever they participate in these activities. I agree to immediately inform a representative of the Community Association whenever they participate in these activities. I agree to immediately inform a representative of the Community Association and to stop said minor(s) from participating in the activities, if I observe any unsafe condition or broken equipment, or if said minor(s) experience any pain, discomfort or other symptoms that they may suffer during or after participating in the activities. I understand that they may stop or delay their participation in any activity or program if they so desire and that they may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Community Association will not provide me any insurance coverage.
6. I declare the minor(s) to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent their use of the facilities or use of equipment or machinery except as hereinafter

stated. I understand that I have been strongly advised to obtain my doctor's approval before participating in the activities, especially any exercise, aerobics, or fitness activities.

7. By signing this document, I acknowledge that I have voluntarily chosen to allow said minor(s) to participate in the activities. I assume all risks for their health and, on behalf of myself/minor(s), my/their heirs, beneficiaries, dependents, and personal representatives, release and hold harmless the Community Association and their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
8. Members are responsible for the conduct of their guests. Members and their guests shall not reprimand nor discipline any employee of the Community Association. Comments and complaints are to be directed to the Community Association Board of Directors. The Lifestyle Director will inform members or guests of any violation of the rules and regulations of the Community Association, and, when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release, and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Parent/Legal Guardian: _____ Date: _____

Printed Name: _____

BellaTrae Address: _____

In case of emergency, please list a contact that does not reside in your home

Contact Name: _____ Phone: _____

Relationship to Resident/Guest: _____

9.1. Appendix A.1 - Informed Consent, Release & Waiver Agreement - Minor(s) under eighteen (18) years of age use of the Club Facilities.

The Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.

Use of Club Facilities by a minor(s) under eighteen (18) years old.

I, _____, declare that I intend to supervise minor(s) use of the Club Facilities offered by BellaTrae (the "Community Association"), for the minor(s) under eighteen (18) years old.

Name of Minor(s):	Age of Minor(s):	Minor(s) Date of Birth:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I declare as follows:

I understand that minor children under the age of eighteen (18) may have a different capacity for understanding and abiding by the established rules and regulation for the use of the Club Facilities. I assume full responsibility for the minor(s) during and after their use of the Club Facilities. I have read and agree to comply with the written rules and regulations for use of the Club Facilities. I accept personal responsibility for myself and said minor(s) to always act in a safe manner and to abide by the rules and regulations of the Community Association.

By signing this document, I acknowledge that I have voluntarily chosen to allow said minor(s) to use the Club Facilities and I assume all risks for their health and, on behalf of myself/minor(s), my/their heirs, beneficiaries, dependents and personal representatives, release and hold harmless BellaTrae Community Association, Inc., all of its respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to the minor's use of the Club Facilities.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the Club Facilities as described above.

Signature of Parent/Legal Guardian: _____ Date: _____

Printed Name: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Printed Name: _____

Association Signature _____ Date: _____

9.2. APPENDIX B – Guest Pass Request Form.

NOTE: GUEST PASSES ARE NOT REQUIRED WHEN CLUB MEMBER ACCOMPANIES THEIR GUESTS/VISITORS TO THE CLUB FACILITIES.

Club Member Name: _____

Property Address: _____

Dates Passes Requested: From _____ To _____

Friends and family of Club Members are welcome at the BellaTrae Club Facilities. Please complete and submit this request form at least three (3) days prior to your family’s arrival, TO:

Lifestyle Director
 BellaTrae Community Association, Inc.
 8411 Riverdale Lane, Champions Gate, FL 33896
 lifestyle@ourbellatrae.net Tel: 407 396 9820

I HEREBY AUTHORIZE the following friends/family to use the Club Facilities at BellaTrae, as unaccompanied guests, without my being present, subject to the terms and conditions as described herein:

Please list below adult members of the households. Please note that children under the age of eighteen (18) are not allowed in the Club Facilities without an accompanying adult.

Adult Name(s)	Relationship to Club Member
1	
2	
3	
4	
5	
6	
7	
8	

Guest Access Cards \$10.00 Per Card Club members may sponsor up to eight (8) guests per unit, per day at no charge. Additional guest are \$5 per person, per day

I AGREE TO THE FOLLOWING:

1. The Association reserves the right to withhold, suspend, or restrict use rights of the Club Facilities pursuant to its governing documents.
2. Club Member is responsible for any actions of their authorized guests.
3. Guests must present photo ID when obtaining passes and each time that guest pass is utilized.
4. Passes may be issued for a period not to exceed 30 days.
5. Guest Passes must be presented to Club Staff by the authorized family/friend to utilize to Club Facilities.
6. Club Member attests and certifies that Guest Passes are not being requested for short-term renter or persons otherwise paying for use of unit, under penalty of law.
7. Guest Passes are non-transferable and cannot be loaned.
8. Guest Passes must be relinquished upon request by Club Staff.
9. Guest Passes will only be approved for those guests residing in units that have not been restricted due to non-payment of association fees or rule violations.

Club Member signature: _____	Date: _____
------------------------------	-------------

Office Use Only: Date Received _____ Signature _____
 Approved / Denied (circle one)

9.3. APPENDIX C – Code of Conduct.

General Rules of Courtesy & Conduct

All Members are expected to abide by the Governing Documents and these Rules and Regulations and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated and disciplinary actions may be enforced.

Members will not harass or accost any other Member, or an occupant, guest, Association employee, Developer employee, director, officer, committee member or any other person.

Any Member who conducts him/herself in an unbecoming manner or who violates an Association Rule or Regulation is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board. Such fines shall be attached to the member's Community Association account and collected in accordance with established collection policies.

Members are prohibited from profiting financially from their membership by charging occupants or guests for the use of the Association Facilities. The Association and/or Chartered Clubs may, from time to time, enter into contracts with Members to provide products or services for an approved fee.

Interference with Employees/Vendors/Property

Any inattention to duty, or discourtesy on the part of Staff or vendors should be immediately reported to the Community Association Manager. However, under no circumstances will Members/guests interfere with, attempt to discipline, or otherwise direct Staff or vendors in the course of Association business. Comments and complaints are to be directed to the Community General Manager.

Guests

Conduct of guests remains the responsibility of the sponsoring Member. The sponsoring Member will be held accountable for the actions of their guests including any rule violations or costs associated with damages caused by them.

Animals

No pet or animal shall be "tied out" on the exterior of the clubhouse, or left unattended on any Association property, or in the Common Areas. Pets must be walked on a leash. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all Recreational Amenities except those trained to assist handicapped. Members who do not follow pet rules will be subject to disciplinary action.

Rule Infractions

Members charged with rule violations may be subject to disciplinary action and asked to appear at a hearing before the resident Hearing Committee and/or Board of Directors to explain and justify their actions. If the Board of Directors determines that a rule was violated, the Board of Directors may impose penalties including fines and/or suspension of Facilities' use and privileges.

The following Progressive Discipline Policy is established:

- | | |
|------------------------|---|
| First Offense: | Written Warning |
| Second Offense: | Privileges revoked for 30 Days |
| Third Offense: | Privileges revoked for 60 Days |
| Fourth Offense: | Privileges revoked at the Board of Director's discretion. |

9.4. Appendix D – Room Rental Fee Schedule

ROOM RENTAL

Bellissima	\$150.00
Refundable Deposit (Room needs to be clean and free of trash)	\$300.00
Extra cleaning if required (Per cleaner, per hour)	\$ 20.00

Bellissima Ballroom: Maximum occupancy is 40 persons,.

ACCESS CONTROL

Radio Frequency Identification (RFID) Stickers: Cost determined by Association from time to time

9.5. APPENDIX E – Alcohol Beverage Consumption and Distribution Policy.

9.5.1. Member-Sponsored Non-Catered Events

Alcohol may be consumed at a non-catered event held on Association Property which is sponsored by an Association Member. A Member sponsoring a non-catered event shall comply with the following rules:

- A. Member is prohibited from selling alcohol or allowing alcohol to be sold in a manner which would violate any federal or Florida law governing over or related to the control of alcohol, or in a manner which would violate this policy.
- B. Member may provide alcohol for consumption by persons of the age of twenty-one (21) years or older, at Member's sole risk and expense. Member, at Member's sole risk, may further allow family and guests of the age twenty-one (21) years or older to bring their own alcohol for consumption to the Member's sponsored event, provided such family and guest comply with the provisions of this policy. Alcohol shall not, under any circumstances be served to family and guests under the age of twenty-one (21).
- C. Member agrees to sign the Alcohol Consumption and Distribution waiver
- D. Member agrees to indemnify, defend, and hold the Association and/or its respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to the distribution and/or consumption of alcohol.

9.5.2. BYOB Club Activities

Alcohol may be distributed at BYOB (Bring Your Own Beer/Alcoholic Beverages) Club Activities held on Association Property. Clubs sponsoring BYOB shall comply with the following requirements:

- A. Members are prohibited from selling alcohol or allowing alcohol to be sold in a manner which would violate any federal or Florida law governing over or related to the control of alcohol, or in a manner which would violate this policy, nor may alcohol be given as a door prize.
- B. Member may provide alcohol for consumption by persons of the age of twenty-one (21) years or older, at Member's sole risk and expense. Member, at Member's sole risk, may further allow family and guests of the age twenty-one (21) years or older to bring their own alcohol for consumption to club activities, provided such family and guest comply with the provisions of this policy. Alcohol shall not, under any circumstances be served to family and guests under the age of twenty-one (21).
- C. Members agree to sign the Alcohol Consumption and Distribution Waiver
- D. Member agrees to indemnify, defend, and hold the Association and/or its respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind arising out of, related to the distribution and/or consumption of alcohol.

9.5.3. Ballroom Room Rental Alcohol Permit/Policy

All functions with alcohol must be pre-approved by the Association or Management, and this alcohol policy/permit must be signed at the time of room reservation.

Multi-purpose Rooms (Catered Events)

Alcohol may only be served by a Caterer who meets the following requirements. The Caterer must hold a valid Florida Liquor License, as well as any required local license, and provide Association staff with proof of licensing. A certificate of insurance endorsing the Association, and their directors, officers, partners, members, managers, employees, volunteers and agents as additional insured must be provided from the Caterer’s insurance provider at the time the room reservation is made. A minimum of one (1) million dollars in general liability and liquor liability coverage is required. A caterer may not pay a club a cut of the alcohol sales, nor may alcohol be given or raffled as a door prize.

1. No alcohol may be served or consumed at any time during the event in all other common areas owned by the Association including, but not limited to, Bocce Courts, Swimming Pool, Patio(s), Spa, Locker Rooms and the Fitness Center. Alcohol will be restricted to the room that is being rented only.
2. BellaTrae Community Association reserves the right to revoke individual privileges in the event consumption is perceived to cause a threat or nuisance to a resident, staff member, or guest.
3. It is the undersigned’s responsibility to ensure no alcohol is served to any person under the legal drinking age or twenty-one (21) or otherwise in violation of any applicable liquor control laws.
4. Any alcohol that is sold or dispensed on Association property, whether in a public or private party setting, must be sold or dispensed by a licensed person. No alcohol may be brought onto Association property for personal consumption. The undersigned understands and acknowledges that he or she remains responsible for his or her own actions, the actions of the member’s guests and the propriety of the activity regardless of who serves alcohol on Association property.
5. Any open alcohol containers must be disposed of by licensed person at the conclusion of the event. All unopened alcohol must be removed from the Facility at the conclusion of the event. No alcohol can be stored in any portion of Association property.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the aforementioned BellaTrae Community Association Alcohol Policy.

Group/Organization Event Host: _____

Representative Signature: _____ Date: _____

Association Signature: _____ Date: _____

9.5.4. Alcoholic Beverage Consumption & Distribution Acknowledgement and Waiver

Undersigned Member (“Member”) of the Clubhouse at BellaTrae Homeowners Association, Inc. (“Association”) understands and acknowledges that he or she, and not the Association and/or their respective directors, officers, partners, members, managers, employees, volunteers, and agents (collectively, “Agents”), is responsible for all actions, negligent, or intentional or otherwise, of him or herself, Member’s guests (invited and uninvited), and/or Member’s family members, on route to, during, and after the any event sponsored by said Member on the Association Property. Undersigned Member understands and acknowledges that he or she is solely responsible for his or her own sobriety, the sobriety of the Member’s guests (invited or uninvited), and the sobriety of his or her family members. Undersigned Member acknowledges that the Association Property is not “child-proofed” and that he or she bears the sole responsibility for and shall supervise any of his or her guests and/or family members under that age of nineteen (19) years of age and that any attendee under the age of twenty-one (21) years of age shall not consume Alcoholic beverages.

Undersigned Member hereby agrees to indemnify, defend, and hold the Association and/or their respective Agents harmless from any and all claims, actions, cause of actions, or liabilities of whatsoever kind of arising out of related to, or as a consequence of said Member’s party.

Undersigned Member hereby acknowledges and agrees with the terms and conditions contained in the Homeowner Facility Rental Guidelines and Fees. Undersigned Member hereby waives any and all claims against the Association, and/or their respective Agents relating to any injury to himself or herself, his or her family, and/or any guests, invitees, vendors and/or contractors, and/or for loss of property that may occur while using the Association Property, including but not limited to, any claims relating to the distribution and consumption of alcohol at Association Property.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the Homeowner Facility Rental Guidelines and Fees.

Member (print name): _____

Address: _____

Signature: _____ Date: _____

9.6. APPENDIX F – Informed Consent, Release & Waiver Agreement.

Thank you for using the BellaTrae Community Association Facilities. Community Association management requests your understanding and cooperation in maintaining both your and our safety and health by reading and signing the following Informed Consent Agreement.

I, _____, declare that I intend to use some or all of the facilities offered by BellaTrae (the “Community Association”), including but not limited to, the fitness center, swimming pool, tennis, bocce, craft and other workshops and meeting rooms and to participate in events sponsored from time to time by the Community Association (the “events”). All of these activities and programs are collectively referred to as the “facilities”. In consideration for being allowed to use the facilities and participate in the events (Collectively, the “activities”), I declare as follows:

1. I understand that each individual (myself included) has a different capacity for participating in such activities and services. I assume full responsibility during and after my participation for my choices to use or apply, at my own risk, any portion of the information or instruction I receive. I have read and agree to comply with the written rules and regulations for use of the facilities.
2. I understand that part of the risk involved in undertaking any activity or program is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in that activity or program. I acknowledge that my choice to participate in any activity or program at BellaTrae brings with it my assumption of those risks or results stemming from this choice, and the fitness, health, awareness, care and skill that I possess and use.
3. I understand that participating in the activities may involve risk, including economic loss, health, disabilities or death, and I willfully and voluntarily assume those risks.
4. I accept personal responsibility to always act in a safe manner and to abide by the rules and regulations of the Community Association whenever I participate in these activities. I agree to immediately inform a representative of the Community Association whenever I participate in these activities. I agree to immediately inform a representative of the Community Association, and to stop participating in the activities, if I observe any unsafe condition or broken equipment, or if I experience any pain, discomfort or other symptoms that I may suffer during or after participating in the activities. I understand that I may stop or delay my participation in any activity or program if I so desire and that I may also be requested to stop and rest by an Association employee who observes any symptoms of distress or abnormal response, and I agree to comply with such directions.
5. I understand that I am responsible for obtaining appropriate insurance coverage when participating in the activities and that the Community Association will not provide to me any insurance coverage.
6. I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in any of the activities and programs of the facilities, or use of equipment or machinery except as hereinafter stated. I understand that I have been strongly advised to obtain my doctor’s approval before participating in the activities, especially any exercise, aerobics or fitness activities.
7. By signing this document, I acknowledge that I have voluntarily chosen to participate in the activities. I assume all risks for my health and, on behalf of myself, my heirs, beneficiaries, dependents and personal representatives, release and hold harmless the Community Association and their respective directors, officers, employees and agents from any responsibilities, liabilities, damages, or claims related to my participation in the activities.
8. Members are responsible for the conduct of their guests. Members and their guests shall not reprimand nor discipline any employee of the Community Association. Comments and complaints are to be directed to the Community Association Board of Directors. The Community Manager or Lifestyle Director will inform members

or guests of any violation of the rules and regulations of the Community Association, and, when necessary, report such actions to the Board of Directors.

I declare that the terms of this Informed Consent Agreement have been completely read and are fully understood by me, and that if desired I have had the opportunity to consult with an attorney prior to executing it. I am freely and voluntarily executing this Informed Consent, Release and Waiver for the purpose of making a full and final compromise and settlement of any and all claims, disputed or otherwise, related to the facilities and programs described above.

Signature of Resident/Guest _____ Date _____

Printed Name _____

Unit Address _____

In case of emergency, please list a contact that does not reside in your home

Contact Name: _____ Phone: _____

Relationship to Resident/Guest _____

OFFICE USE ONLY FOR ACCESS CARD PURCHASE

Access Card #: _____ Amount Paid: _____ Date: _____

Employee Initials: _____ Audited by: _____

9.7. Appendix G - New Resident Information Form

NEW MEMBER REGISTRATION FORM

Welcome to BellaTrae! Please complete this New Member Registration form for our records. This form needs to be completed prior to being issued with your BellaTrae ID. Your information will not be passed on to any third party.

Attention New Homeowners: Please bring a copy of your signed HUD statement with you to prove ownership, especially on resales, as it may take several weeks to receive the correct paperwork from your closing agent. Thank you for your cooperation.

Member Contact Information

Name(s): _____

Unit Address: _____

Mailing Address (if different): _____

Telephone Number(s): _____

Cell Phone Number(s): _____

Email Address: _____

I acknowledge that I wish to receive email updates and communications from BellaTrae Community Association with regards to Management Issues and Lifestyle Activities.

Signed: _____ Dated: _____

9.8. Appendix H - Receipt of BellaTrae Community Rules & Regulations

I acknowledge that I have received and understand the Rules & Regulations of the BellaTrae Community Association, and agree to abide by them.

Name(s): _____

Name(s): _____

Unit Address: _____

Telephone Number(s): _____

Cell Phone Number(s): _____

Email Address: _____

Signed: _____ Dated: _____