



**BELLA TRAE
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 quiet enjoyment of the many Club Facilities, programs and activities available to our valued residents and guests. Each guideline has been thoughtfully established with the best interest of the community in mind and with the goal of ensuring a safe and enjoyable environment for all residents. 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.

1.2. Bella Trae Community Association

The Bella Trae 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 and/or enhance the Welfare of Bella Trae. The Master Association is responsible for the community’s Access Control System. Walking gates codes may be obtained from the front desk 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 Bella Trae (“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.

"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.

2. CLUB FACILITIES & OPERATING HOURS

2.1. Community Club Facilities

Our community offers residents a wide variety of Club Facilities and services which currently include:

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

2.2 .Hours of Operation

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

2.3 Operating Calendar and Holidays

National Holidays

Holiday hours may be restricted during National Holidays. Notice shall be posted on the 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. Whenever possible, maintenance days will be planned in advance and residents will be notified.

3. ACCESS RIGHTS

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.

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.

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

3.3. Supervision of Minors

Minors under the age of sixteen (16) years are not permitted to use the Club Facilities without adult supervision, (Adult Supervision is someone 18 years or older). A minor may use the Fitness Equipment with adult supervision only if such minor's parent or legal guardian signs an "Informed Consent, Release & Waiver Agreement" (See Appendix A).

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 Club Facilities will be through the front door only by means of an Access Card. Club Members (or Lessee), and their Immediate Family Members age 16 or over who are residing within the Residential Dwelling must obtain an Access Card that shall be presented to the Club Staff upon request. Immediate Family Members under the age of sixteen (16) years shall not receive an Access Card as they need to be accompanied/supervised by someone (18) years or older.

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 Association facility, 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 passes are available at \$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 not be in default with their Master Association or other Condominium fees 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 facility users are responsible for compliance with the Rules & Regulations established for the safety and enjoyment of our residents and their guests. 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 to ensure that the matter is addressed most effectively.

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 report of the incident (the "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. The vast majority of reported violations will be effectively resolved at this level.
3. Management will prepare a written "Investigation Summary" detailing the results of the investigation and actions taken. A copy of the Incident Report will be attached to the Investigation Summary.
4. 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.
5. In the course of the investigation, the General Manager or designee shall attempt to speak personally to the parties involved. After conducting such investigation, 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 phase of the investigation.
6. 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.

- 7 In making its final determination, 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.
- 8 Members 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. A hearing on the appeal will be scheduled 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.
- 9 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.
- 10 The Board's determination at or following the appeal hearing is 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 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.
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 stolen 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 Bella Trae 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.

4. BELLA TRAE LIFESTYLE

4.1. Community Website

The community website is a resource for Bella Trae residents. Please visit www.ourbellatrae.net 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.

4.2. Online Resident Directory

We encourage all residents to register for community website access and enter their contact information into the online Resident Directory. Although you are not required to furnish an email address, it would be most helpful to do so. Many notices and other important communication are transmitted to the community via email. Please see the

Assistant Manager/ Lifestyle Director for registration instructions and additional questions.

4.3. Lifestyle Activities & Events

BellaTrae is pleased to offer the benefits of a full time on-site Assistant Manager/Lifestyle Director to enhance the lifestyle, quality of life, and wellness of its residents and their guests. Your Assistant Manager/Lifestyle Director works with the Board of Directors to offer the community many facilitated lifestyle programs which provide residents with a diverse selection of activities and events every month.

4.4. Chartered Clubs and Interest Groups

Our Facilities host many interest group and activity club meetings and social events. Chartered Clubs (sometimes referred to as “Interest Groups”) are resident-managed organizations that are sponsored by the Association to foster and promote opportunities to pursue a hobby, a recreational or cultural interest.

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.

All Chartered Clubs must be open to any resident of the community. Guests may be permitted to attend club functions on a limited basis with permission from Staff. Any group of residents who are interested in pursuing a particular hobby, vocation, or special field of interest may join together as a club and subsequently petition for an Association Charter. Approval of Association Charters rests with the Assistant Manager/Lifestyle Director. Charters are granted based on Membership need for a specific program, Membership interest, and the availability of Association facilities and equipment.

Staff will help to facilitate meetings and assist in the development and promotion of activities developed by the Chartered Clubs via website, email, flyers and newsletters. Any resident wishing to develop a Chartered Club should contact the Assistant Manager/Lifestyle Director to receive information and an application.

Chartered Clubs meeting and event dates will be given priority, subject to facility availability. Chartered Clubs will be exempt from paying room rental fees.

4.5. Activities & Events Calendar

Club Members can easily find information on new programs and events by picking up the monthly Activities Calendar in the clubhouse lobby, or by viewing online at www.ourbellatrae.net. One of the most effective ways to be aware of upcoming events is to be on the Master Association email list.

4.6. Registration

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 www.ourbellatrae.net for further information.
- Mail-In - Registration and payment may be mailed to:
Assistant Manager/Lifestyle Director
8411 Riverdale Lane
Champions Gate, FL 33896

4.7. Fees and Forms of Payment

A variety of complimentary and fee based activities and events will be offered on a regular basis. Fees may be required to offset the cost of instruction, supplies, equipment, catering fees, vendor fees, and administrative expenses.

Full payment must be made at the time of registration. Residents may pay for programs by credit or debit card, check payment to "Bella Trae Community Association, Inc." or cash 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.

4.8. Changes and Cancellations

Club Staff will notify residents if there is a need to change or cancel an activity or event. From time to time events may be cancelled due to low participation. If cancelled by the Association, residents will be issued a refund.

4.9. Registration Deadlines

Most activities and events will require advanced registration to allow the Assistant Manager/Lifestyle Director to plan effectively. To avoid the unnecessary cancellation of program, please register by the posted deadline.

4.10. 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, the persons on the waiting list will be contacted by Staff in the order they signed up. This waiting list will also be utilized to determine if an additional event of the same nature should be scheduled.

4.11. Activity Charges

Activity Fees are non-refundable unless canceled by the Association

4.12. Rental Rooms and Fees

For the convenience and enjoyment of our residents, our community offers certain facilities 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 (See Fee Schedule -Appendix D).

This information is also available on our website, www.ourbellatrae.net

4.13. Room Rental Use & Clubhouse Procedure

All rooms within the Clubhouse are available for use by residents and their guests on a first-come, first-served basis, unless the area is reserved for a private event, Chartered Club event, or Association purposes. For meeting purposes, groups consisting of three or more people will have to pre-register with the Assistant Manager/Lifestyle Director to ensure availability of space, proper room set-up, and establishment of rental fees, if necessary. As a general rule, Chartered Club events and Association-sanctioned and/or sponsored activities and events will not require the payment of a rental fee.

Residents interested in renting Ballroom space may pick up a rental packet from the Assistant Manager Lifestyle Director. The rental packet will contain specific facility policies and procedures, and a deposit may be required (See Fee Schedule Appendix D).

From time to time areas within the Clubhouse and Pool area may be restricted for use by Association sanctioned events. Every effort will be made so as not to stop your enjoyment of the Facilities. However, the Pool, Pool Deck area, Ballroom and other areas may be closed to general use during certain times of the year for Association activities. Chartered Club and Association sanction events have priority use.

5. GENERAL RULES & REGULATIONS

Age Restrictions

1. Residents under the age of Sixteen (16) must be accompanied by an adult (18 or older) when using the Club Facilities. Additional age requirements may apply as listed in the usage guidelines for specific areas.
2. Children under sixteen (16) 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 sixteen (16) 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 at any time.
4. Children under 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 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.

All 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. Actions that jeopardize or otherwise interfere with the rights and privileges of others, use of profanity, or otherwise abusive or disruptive behavior will not be tolerated. (See Declaration, Article XII Sect. 7A)

5.2. Dress Code

Proper dress is required in Club Facilities at all times, and specific attire may be designated by the Association at their 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

Any inattention to duty, or discourtesy on the part of an Association employee 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 is Paramount

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 such appeal is heard, the Association Staff's decision stands. Arguing, being abusive, or being otherwise challenging to Clubhouse Staff may result in disciplinary action.

5.5. Business Purposes

No Club Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of the General Manager or designee or Assistant Manager Lifestyle Director, which consent may be withheld for any reason.

Realtors, Property Managers, and Fitness Instructors, or any person, group, or otherwise that may be covered by the paragraph above that desires to use the Club Facilities must register with the Association. The Association reserves the right to require the use of a specific location in the Club Facilities and/or a fee for use of the facilities, and to promulgate rules and regulations as necessary related to business activity in the Club Facilities.

It is not intended that the Club Facilities be used to provide a forum where individuals might foster a business operation within Association Facilities, or otherwise use the Association Facilities for personal monetary gain. Permission for any business to use the Club Facilities will be determined on a case by case basis by the General Manager or designee, as authorized by the Board of Directors, with the sole consideration being the benefit to the Association. All decisions by the Board in this regard are final.

5.6. No Smoking

The Association provides a smoke-free environment for its Members and guests in all parts of the Clubhouse 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 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 Facilities. Members are encouraged to immediately report any inappropriate behavior that they may witness to Management or, in its absence, to Club Staff.

6. AMENITY RULES & REGULATIONS

6.1 General Rules

1. All residents are entitled to utilize the Club Facilities if they meet all eligibility requirements.
2. Guests must be accompanied by a resident, or first obtain a Guest Pass.
3. Residents and guests are encouraged to speak to their physician before engaging in physical exercise. All residents and guests utilize the Club Facilities at their own risk. Assumption of risk and liability forms must be signed and on file before utilizing the Club Facilities.
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 with shirts and shoes to utilize the Club Facilities.
6. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas. Wet bathing suits shall be properly covered with a towel or wrap.
7. Food and drink will be limited to designated areas only. Residents are responsible for cleaning up after themselves. Areas used must be cleaned thoroughly to prevent pest control issues. No glass is permitted in the pool or spa areas.
8. Amplified sound systems and DJs are prohibited 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, or may be audible only through the use of personal radios with headsets by tuning to specified frequencies. 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 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 facility.
12. Residents are encouraged to let Staff know if an area of the facility 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 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 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 Service Animals. Members who do not follow pet rules will be subject to disciplinary action.
15. A designated bike rack for bikes is provided.
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. To prevent disturbance to others, 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 permitted under the pretense of acceptable levels, and so long as it does not interfere with the quiet enjoyment of others.
18. The Association does not provide concierge services. The Association and Staff are not responsible for lost or stolen items. Staff Members are not permitted to hold or store valuables or bags for anyone.
19. 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.
20. Rules are subject to change as deemed necessary by the Bella Trae Community Association, Inc.

6.2. Fitness Center

Our community offers a fitness center complete with state-of-the-art cardiovascular and strength training equipment.

6.2.1. Usage Guidelines

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 in the fitness center.
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/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes.
6. If a resident/guest is waiting for the weight equipment, individuals should allow others to "work in" between sets.
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. Stacked weight equipment should not be slammed while lifting.
12. All concerns, equipment malfunctions, and maintenance needs should be reported to the Club Staff.
13. Locker rooms and showers are provided for use and enjoyment of residents and guests. Lockers are available on a first-come, first-served basis for day-to-day use. Please use your own lock.
14. Due to a limited number of lockers, no belongings may be left overnight. 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.
15. While all locker and shower facilities are accessible for the physically challenged, a unisex changing facility is available for those individuals requiring special assistance. Unisex changing facilities should also be used in the event small opposite sex children are dressed for swimming or other activities. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user.
16. All instructors hired as a vendor for the Association must be approved, certified and registered with the Association.
17. All other general Facility rules apply.
18. If a resident brings in a personal trainer they do so at their own risk and must be registered at the front desk.

6.3. Pool & Spa

6.3.1. Usage Guidelines

1. Swim at your own risk. The pool areas are not supervised by lifeguards during operating hours.
2. The pool and spa areas are open from 7 am to 10 pm daily. No one is permitted in the pool 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.
3. Children under the age of 16 must be directly supervised and accompanied by a parent/guardian 18 years or older in the pool or from the deck at all times.
4. No private social events are permitted in the deck pool area. Only Association sponsored events are permitted.
5. Persons under the age of 16 are not permitted in the spa at any time.
6. 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, under the direct supervision of an adult, may wear inflatable arm devices or small flotation device 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.
7. Showers must be taken before entering the pool or spa.
8. No bicycles, tricycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck. Baby strollers are permitted but must remain outside of ten (10) feet of pool apron.

9. Food is permitted on tables only. Glass containers or breakable objects of any kind are not permitted.
10. Persons with open cuts, wounds, sores or blisters may not use the pool.
11. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
12. Appropriate swimming attire (swimsuits) must be worn at all times.
13. Infants/children not toilet trained and incontinent adults must wear swim suit diapers or snug plastic pants under their swim suits. Diapers (cloth and disposable) are prohibited.
14. Animals, other than Service Animals, are not permitted in the pool or wet areas.
15. Any type of dives, flips, jumps or other dangerous actions from the side of the pool is prohibited.
16. Only authorized personnel are allowed in the pool equipment area.
17. Tables or chairs on the deck may not be reserved by placing towels or personal belongings on them.
18. The pool area may close due to inclement weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs at the sole discretion of Management.

6.4. Meeting Rooms

6.4.1. Usage Guidelines

1. All inside areas of the Clubhouse are open for resident utilization unless reserved for a structured program or event.
2. A schedule of activities will be posted in each area and updated by Club Staff.
3. Only specified areas are available for private rental.
4. Food and beverages may only be consumed in designated areas.
5. Residents are responsible for cleaning up after themselves.
6. The Campeon and Bellissima ballroom are for authorized use only as determined by the Board of Directors and Management.
7. All other Association Rules and Regulations apply.

6.5. Wall Street Room & Billiards Room

We provide a unique combination library/computer center and lounge for residents to watch their favorite teams, check email, use the internet, or play billiards.

6.5.1. Usage Guidelines

1. The Wall Street Room and Billiards Room are open for resident utilization, unless reserved for a structured program or, event.
2. A schedule of activities will be posted in each area and updated by Club Staff.
3. Computers are available in the Wall Street Room on a first-come, first-served, basis for Residents only. Please limit your time if others are waiting.
4. Individuals requiring assistance on the use of office machines should inquire of a member of the Club Staff.
5. A basic set of books and reading materials is provided by the Association in the Wall Street Room. To a large degree, however, the stock is supported by material donations from residents. Those individuals desiring to donate books or other suitable materials should make arrangements with the Assistant Manager/Lifestyle Director.
6. Periodicals, magazines, and newspapers must remain in the facility, and cannot be checked out.
7. Use of mobile phones is permitted under the pretense of acceptable levels, and so long as it does not interfere with the quiet enjoyment of others.
8. Profanity and abusive language is prohibited.
9. Residents are responsible for cleaning up after themselves.
10. Rules of games will be determined, agreed upon and self-managed by the players.
11. Gambling is not permitted in the Club Facilities (Except at Association Sanctioned Activities)
12. All other general facility rules apply.

6.6. Putting Green & Bocce Courts

Our community offers a putting green and bocce ball courts. These Club Facilities are maintained for use by all residents.

6.6.1. Usage Guidelines

1. Putting Green 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. Children under the age of 16 must be accompanied by a person eighteen (18) years of age or older at all times when using the Putting Green or the Bocce Court.
2. Putting Green and Bocce Courts may only be reserved for a community approved program or event.
3. A schedule of activities will be posted in each area and updated by the staff.
4. Bikes, tricycles, rollerblades, skateboards, shoes with metal cleats, and any equipment with wheels are prohibited on the surfaces of the Putting Green and Bocce Courts.
5. Pets are not allowed on the surface of the Putting Green and Bocce Courts.
6. 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.
7. All sports instructors and coaches using the Putting Green and Bocce Courts must be approved, certified and registered with the Association.
8. All other general Club Facility rules apply.

6.7. Lake & Pond Areas

The lakes and ponds throughout the community are beautifully designed and maintained. These wet areas are not designed for fishing, swimming, or recreational use, and cannot be used for those purposes.

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.

6.8.2. 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. EMERGENCY PROCEDURES & EQUIPMENT

7.1. Emergency Procedures

In the event of an emergency, the facility 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) located at the end of this document must be signed and will be filed accordingly.

8.2. New Resident Information Form and Waiver

A new resident information form (See 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 (See Appendix F) that must be signed by each member of the household.

8.3. Guest Pass Authorization Forms

Guest Pass Authorization Forms are available from the Assistant Manager/Lifestyle Director, online at www.ourbellatrae.net or from the front desk. Forms should be completed in advance of the guest's arrival.

8.4. Program Sign-up Forms

Program sign-up forms are utilized to register for activities and events. If you plan on attending a Lifestyle event, please register ahead of time to allow us to plan necessary catering/entertainment etc. From time to time if we have low participation we will need to cancel/postpone some activities.

8.5. Rental Usage Guidelines and Request Form

Bella Trae 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 Bella Trae Ballroom Rental Agreement before a request will be approved.

8.6. Chartered Club Applications

Applications may be filed by anyone wishing to form a resident Chartered Club (sometimes referred to as "Interest Groups"). These applications provide information necessary to form a Chartered Club and provide the group with associated privileges. See Assistant Manager/Lifestyle Director for a Chartered Club Operating Manual and Application if you are interested.

9. APPENDIX

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

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.

Use of Fitness Facilities by a minor age 16 or younger.

I, _____, declare that I intend to supervise minor(s) use of the fitness facilities offered by BellaTrae (the "Community Association"), for the minor(s) age 16 or younger named herein.

Name of Minor(s): _____

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 to 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 Pulte Home Corporation, all of its subsidiary corporations including, but not limited to 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: _____

Signature of Parent/Legal Guardian: _____ Date: _____

Printed Name: _____

Association Signature _____ Date: _____

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

Contact Name: _____ Phone: _____

Relationship to Resident/Guest: _____

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 Bella Trae Club Facilities. Please complete and submit this request form at least three (3) days prior to your family’s arrival, TO:

Lifestyle Director
 Bella Trae Community Association, Inc.
 8411 Riverdale Lane, Champions Gate, FL 33896
 lifestyle@ourbellatrae.net Tel: 407 396 9820 Fax: (407) 390-7115

I HEREBY AUTHORIZE the following friends/family to use the Club Facilities at Bella Trae, 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 16 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	
Vehicle Pass Required Y/N	

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 passes are available at \$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 and verification of address 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. Unaccompanied guests will be required to sign-in every time they utilize Club Facilities.
10. 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: _____
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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 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, 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 members 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 to use 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 an Association employee or vendors should be immediately reported to the LCAM Manager. However, under no circumstances will Members/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of Association business. Comments and complaints are to be civilly directed to the Community Manager. The Community Manager may require that the complaint be submitted in writing before taking action on the complaint.

Members will be held responsible for any damage to Association property caused by the member and/or the member's occupants or guests.

Safety Is Paramount

Any Member or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the facility monitor's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to the Lifestyle Director/Property Manager. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a facility monitor may result in disciplinary action.

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.

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 asked to appear at a hearing before the resident Covenants Compliance Committee (when one is established) and/or Board to explain and justify their actions. If the Board determines that a rule was violated in a willful or otherwise deliberate manner, the Board may impose penalties including fines and/or suspension of facility use and privileges.

Progressive Discipline Policy

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

9.4. Appendix D – Fee Schedule

Room Rental

Campeon	\$125.00
Bellisima	\$125.00
Both Rooms	\$250.00
Refundable Deposit (Room needs to be clean and free of trash)	\$300.00
Extra cleaning if required (Per cleaner, per hour)	\$ 20.00

Bellisima Ballroom is \$125.00 per event per day (maximum occupancy is 40 persons), plus a \$300.00 refundable Security Deposit.

Campeon Ballroom is \$125.00 per event per day (maximum occupancy is 40 persons), plus a \$300.00 refundable Security Deposit.

Access Control

Gate Clicker	\$26.00
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9.5. APPENDIX E – Alcohol Beverage Consumption and Distribution Policy.

9.5.1. Exhibit (1) - Association Property Where Alcohol is Prohibited or Restricted to Consumption

Rules and Procedures:

Billiards

No glass containers of any kind are permitted around the Billiard tables. Food or beverages are prohibited on billiards tables. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

Lobby/ Wall Street Room/ Coffee Lounge

All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

Fitness Centers/Locker Rooms/Aerobics Studio

Food or beverages - with the exception of bottled water or fitness drinks in plastic containers – are not permitted in the fitness center, locker rooms, and aerobics studio.

Swimming Pool

No glass containers of any kind are permitted. Food or beverages are prohibited in the pool. Food, beverages in non-glass containers, and small over the shoulder cooler bag may be used only in areas that are at least 4' from pool edge and not in or around the pool. Rolling coolers of any kind are prohibited at the pool. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, member's privileges may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

Outdoor Spa

Food and beverages are not permitted in the spa. Food, beverages in non-glass containers, and small over the shoulder cooler bag may be used only in areas that are at least 4' from spa edge and not in or around spa areas. Rolling coolers of any kind are prohibited at the outdoor spa. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

Ballroom / Meeting Rooms

Alcoholic beverages may not be brought into this facility without the advance approval of the Property Manager/Lifestyle Director or Board. The sale of alcoholic beverages and intoxication is strictly prohibited. Members are responsible for the actions of their guests. Persons deemed to be intoxicated would be required to leave the facility. Alcohol may be served only to persons twenty-one (21) years of age or older. All food and beverages are required to be disposed of properly via trash receptacles. If food and beverages are not disposed of properly, may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

Kitchen

No glass containers of any kind are permitted. Any and all alcoholic beverages are prohibited from being stored inside the kitchen.

Sports Courts

No glass containers of any kind are permitted. Food or beverages are prohibited on the sports courts. Food and beverages in non-glass containers, and small over the shoulder cooler bag may be used. Rolling coolers of any kind are prohibited at the sports courts. All food and beverages are required to be disposed of properly via trash receptacles. If

food and beverages are not disposed of properly, members may be subject to disciplinary actions under the Alcohol Beverage Consumption and Distribution Policy.

A member who violates the Alcohol Beverage Consumption and Distribution Policy will be subject to the following disciplinary actions:

Progressive Discipline Policy

- First Offense:** Warning
- Second Offense:** Privileges revoked for 30 Days
- Third Offense:** Privileges revoked for 60 Days
- Fourth Offense:** Privileges revoked at the Board's discretion

9.5.2. Exhibit (2) - 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 requirements:

- A. Member must comply with exhibit (1): association property where alcohol is prohibited or alcohol is restricted to consumption rules and procedures. Please see exhibit (1) for all association property rules and regulations.
- B. 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.
- C. 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).
- D. Member agrees to sign the Alcohol Consumption and Distribution waiver
- E. 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. Exhibit (3) - BYOB Club Activities

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

- A. Members must comply with exhibit (1): association property where alcohol is prohibited or alcohol is restricted to consumption rules and procedures. Please see exhibit (1) for all association property rules and regulations.
- B. 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.
- C. 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).
- D. Members agree to sign the Alcohol Consumption and Distribution Waiver
- E. 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.

9.5.4. Exhibit (4) - Room Rental Alcohol Permit/Policy

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

Multi-purpose Rooms

Alcohol may only be served in the Multi-purpose room 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, Del Webb / Pulte and their respective 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: _____

9.5.5. Exhibit (5) - 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, including Exhibits 1,2, and 3. 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, including Exhibit 1,2, and 3.

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 Pulte Home Corporation, all of its subsidiary corporations including, but not limited to 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 _____

Signature of Resident/Guest _____ Date _____

Printed Name _____

Unit Address _____

Association Signature _____ Date _____

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

Contact Name: _____ Phone: _____

Relationship to Resident/Guest _____

9.7. Appendix G - New Resident Information Form

REGISTRATION FORM

Welcome to Bella Trae! Please complete this New Member Registration form for our records. This form needs to be completed prior to being issued with your Bella Trae 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.

Attention Renters: - It sometimes takes a little longer than expected to get your approved lease back from the management company - so that we can assist in the process of issuing you with your ID's in a timely manner, kindly provide us with a copy of your current lease agreement. We will issue you with a seven (7) day guest pass until an approved lease is received. Thank You for your cooperation.

ID Passes will usually be issued Mon-Fri 9am - 5pm - if you are not able to attend to have your photo taken, please contact the Lifestyle Director 407-396-9820 ext. 102 to arrange a more convenient time.

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 Bella Trae 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 Bella Trae 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: _____