CENTRAL PARK COMMUNITY ASSOCIATION

RECREATIONAL FACILITY POLICIES AND GUIDELINES

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INTRODUCTION

It is beneficial to take the time to read the attached Central Park Community Association Recreational Facilities Policies and Guidelines (hereinafter referred to as Guidelines) in their entirety. Please note that these Guidelines are a part of the overall governing documents of Central Park Community Association and are meant to expand and explain the more general issues covered in the Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as CC&R's). The CC&R's should be read carefully.

Central Park Homeowners Corporation (Central Park Community Association) is a California non- profit mutual benefit corporation organized for the residential property Owners within the boundaries of Central Park Community Association. The purpose of Central Park Community Association is to ensure that the facilities and landscaped areas remain enjoyable amenities for the Owners in Central Park Community Association. Any Owner within the planned community of Central Park automatically becomes a Member of Central Park Community Association.

The goal of the Guidelines is not to restrict individual or personal preferences, but to assure continuity in procedures that preserves the integrity of the overall Community. The CC&R's set forth that Central Park Community Association is vested with the power to establish and enforce Central Park Community Association Policies and Guidelines. No variance from the use restrictions contained in the Article entitled "Use Restrictions" of the CC&R's may be granted.

All Owners and tenants are subject to the Guidelines of Central Park Community Association. All Guidelines are subject to review and change by the Board of Directors.

CENTRAL PARK COMMUNITY ASSOCIATION

RECREATIONAL FACILITIES POLICIES & GUIDELINES

I. DEFINITIONS

A. ACTIVITY: Shall mean organized play, class or game registered through Central Park Community Association.

B. COMMERCIAL: Shall mean is income generating use of any kind whether direct or indirect.

C. COMMUNITY PROPERTY: Shall mean all real property, and the improvements thereon, owned by Central Park Community Association for the common use and enjoyment of the Members.

D. COVERED PROPERTY: Shall mean all real property subject to the Declaration of Covenants, Conditions, and Restrictions of Central Park Community Association.

E. GATE ACCESS FOB. Shall mean the fob that opens the Recreational Facilities. As of 2016, physical keys were replaced by an electronic key FOB or a small hardware device with built-in authentication mechanisms that will act as a key. The FOB is programmed to grant access privileges to resident/tenants.

F. GLASS: Shall mean material that shatters when dropped on a hard surface. This includes, but is not limited to: drinking glasses, bowls, beer/soda bottles, pitchers, etc.

G. MANAGEMENT COMPANY: Shall mean Avalon Management, which is retained by Central Park Community Association to manage the maintenance of the Community Property and, at the direction of the Board of Directors instruction, to manage the day-to-day business of Central Park Community Association.

H. NON-DISPOSABLE: Shall mean food storage containers that can be continually reused. Tupperware, metal or plastic containers are examples. Styrofoam and glass containers are excluded.

I. OWNER: Shall mean the person(s) holding title to a residence.

J. PETS: Shall mean dogs, cats and other household animals. The definition does not provide for livestock or poultry. Seeing eye dogs are not included in this category.

K. POOL MONITOR: Shall mean a contractor, hired by the Central Park Community Association, to perform duties at the direction of the Board of Directors. The pool monitor is not a lifeguard.

L. RECREATIONAL FACILTIES: Shall mean the gated facilities that include the Central Park Community Association Clubhouse and swimming pools.

M. REGISTERED RESIDENT/TENANT: Shall mean the Owner/Tenant who has completed the forms required by Central Park Community Association to receive the current Gate Access FOB.

N. RESIDENCE: Shall mean a lot together with the dwelling and other improvements constructed, or intended to be constructed, on-site.

O. RESIDENT: Shall mean occupant of the residence, whether it be current Owner or tenant.

P. SPONSORED ACTIVITY: Shall mean an event or activity sponsored by Central Park Community Association.

II. MEMBERSHIP

A. GATE ACCESS FOB. Central Park Community Association issues one fob for each registered resident on title, 18 years or older, for pool area access. Maximum of two fobs per household. If there is only one registered owner on title, a second fob may be issued for a fee. This fob opens the gates to the pool area. The resident of the property must be registered with Central Park Community Association in order to receive a fob. It is the obligation of the Owner to complete all appropriate forms and necessary documentation that provide the necessary information for registration.

1. Should the Gate Access Fob be lost, there will be a $75.00 fee per fob to obtain a replacement. If the original Gate Access Fob is found, a refund will be issued upon return of the fob.

2. All Residents are required to have a Gate Access FOB to enter any Designated Facility. A Gate Access Fob may be used by the registered Resident or any members of their immediate household who is 14 years or older.

TO REGISTER:

1. Owner/Resident
   a. Obtain Release, Hold Harmless (Exhibit A) from Avalon Management.
   b. Complete the application and take it to the Avalon Management office with your drivers license or State issued ID and proof of residence (either the recorded grant deed, escrow closing statement, or utility bill).

2. Owner/Tenant
   a. The registered Owner must obtain an application (Exhibit B) from Avalon Management.
   b. The registered Owner must complete the application agreeing to give up their ability to access the Recreational Facilities. The completed application must be

given to the Tenant with a copy of the following:
i. the registered Owner's drivers license or State issued ID
ii. a copy of the Lease Agreement.

c. The Tenant will take the completed form with the necessary registered Owner documents along with their own California drivers' license or California ID to the Avalon Management office.

3. All Residents must adhere to all statements signed at issuance of the Gate Access Fob and any revisions adopted by the Board will supersede all previously signed statements.

B. TRANSFERRING OF THE GATE ACCESS FOB. There is to be NO transferring of the Gate Access Fob to any other persons outside the immediate household at any time. Residents involved in the transfer of the Gate Access Fob are subject to immediate forfeiture of the fob, suspension of Designated Facility and Community Property privileges for a period of 30 days, and/or an assessment (fine) for each occurrence.

C. RETURN OF THE GATE ACCESS FOB. Owners are not required to return their Gate Access Fob to the Avalon Management office or Central Park Community Association upon sale of their residence. They are however, required, to supply the new owners with their current fob through the escrow process.

D. ACCESS AGREEMENT. Owners must complete the Access Agreement in order to receive a FOB.

III. RESIDENT USE

A. GUESTS. Each residence is permitted to bring a MAXIMUM of 4 guests per day to the Recreational Facilities, provided that the Resident is in possession of the Gate Access Fob. The number of guests permitted may be further limited on certain days as determined by the Board of Directors, or on seasonal high usage days.

B. RESIDENTS. Residents may bring their guests to the Recreational Facilities and must accompany them at all times. Use of the Recreational Facilities is at the Resident's own risk. Residents are responsible for their guests' compliance with all Guidelines, for personal injuries, for any damage to Community Property, and are liable for all repair or replacement costs.

IV. RECREATIONAL FACILITIES

A. GENERAL: Use of Recreational Facilities is limited to Residents and their guests with the following restrictions:

1. Residents may use the Recreational Facilities during normal operational hours,

except when Recreational Facilities are posted "closed." Use of the clubhouse requires reservations.

2. Hours of operation and guidelines affecting specific facilities will be posted at that facility and they form an integral part of these Guidelines.

3. Sponsored Activities have priority.

4. Motorized bikes or scooters are not permitted within the Recreational Facilities.

5. Each Resident is responsible for his/her own conduct as well as all members of their family, guests, invitees, and/or agent at all times within the Recreational Facilities. Use privileges of any person found to be in violation of the Guidelines may be suspended and fines may be assessed.

6. Individuals or groups engaged in hazardous/destructive or potentially hazardous/destructive activities, and individuals who, in the opinion of staff or the Board, are incapable of reasonable control of their actions (due to any substance, etc.) will be requested to leave the Designated Facility immediately.

7. Alcoholic beverages are not permitted at the Recreational Facilities.

8. The Recreational Facilities may not be used for commercial purposes, except as otherwise designated by the CC&R's. Products, other than those provided by Central Park Community Association vendors, may not be sold at any Designated Facility for the profit of any individual or commercial enterprise.

9. Health regulations will be strictly enforced at all times.

10. Littering is prohibited at the Recreational Facilities. Trash containers must be used at all times. Smoking is not allowed inside the pool enclosure. Those wishing to smoke must leave the pool area and smoke in the adjacent park area. Cigarette refuse must be placed in appropriate trash containers.

11. All property threatening emergencies occurring at Recreational Facilities or on Community Property, must be reported within 24 hours to Central Park Community Association: c/o Avalon Management.

    During business hours, please call **(951) 699-2918**. After hours, please call **(800) 695-3972**. Central Park Community Association will not be held responsible for any accident or injury occurring to Residents, members of their family, guests, invitees, and/or agents at the Designated Facility or on Community Property.

12. Any damage and/or vandalism occurring at the Designated Facility or on

Community Property should be reported immediately to Central Park Community Association through Avalon Management. Any Resident witnessing damage or vandalism should attempt to inform Avalon Management immediately; and, if safely possible, should obtain the violating Resident's name, address, and/or license plate number.

13. Posting of any signs and/or flyers will be not permitted at the Recreational Facilities unless approved by the Board of Directors.

14. Play equipment (e.g., bouncers) and/or animals (e.g., pony rides) are not permitted at the Recreational Facilities unless approved by the Board of Directors.

15. RESIDENTS MUST INDEMNIFY AND SAVE CENTRAL PARK COMMUNITY ASSOCIATION HARMLESS FROM ANY LOSS OR DAMAGE TO PERSONAL PROPERTY BY FIRE, THEFT, OR FROM ANY CAUSE WHATSOEVER AND TO INDEMNIFY AND SAVE CENTRAL PARK COMMUNITY ASSOCIATION HARMLESS FROM ANY AND ALL LIABILITY FOR INJURY OR DEATH OF ANY PERSON OR PERSONS, OR LOSS OR DAMAGE TO ANY PROPERTY CAUSED OR OCCASIONED BY, OR ARISING OUT OF THE USE OF CENTRAL PARK COMMUNITY ASSOCIATION RECREATIONAL FACILITIES.

B. POOLS. The Swimming Pools are part of the Recreational Facilities. In addition to the following specific guidelines those listed under General apply as well. The Central Park Community Association reserves the right to employ a pool monitor(s) to observe activities in the pool area and act in the best interest of the community to enforce these specific guidelines.

1. Swimming in the pools is limited to Residents and their guests.

2. Hours: 6:00AM – 10:00 PM. Hours are subject to change without notice. Swimming is at one's own risk. There are no lifeguards on duty.

3. Children should not use the pool without adult supervision.

4. Children 6 years old and under must have an adult in the water within 10 feet of the child.

5. Only U.S. Coast Guard-approved life preservers are allowed. Fins, balls, air mattresses, flotation devices or other similar devices are not permitted in the pool.

6. All children under four (toilet trained or not) must wear waterproof rubber pants (with elastic at the waist and legs) when in the water.

7. For those in need of assistance, a portable handicap chair lift is available. “General

Release" documentation must be submitted and approved before the user can use the equipment. Contact Avalon for information. A qualified swimmer being present is a pre-requisite for usage.

8. Diving is not allowed.

9. All swimmers must shower prior to entering the pools and spa.

10. Persons having skin lesions, sores, inflamed eyes, mouth, nose or ear discharges, or who are carriers of any communicable disease, shall not use the pool.

11. Running, horseplay or unruly conduct is not permitted in the swimming area.

12. Profane or obscene language is not permitted in the swimming areas or clubhouse.

13. Hairpins and metal clips are not allowed in the pools or spa.

14. Cut-offs or clothing other than normal swimming attire is not to be worn while in the pools or spa.

15. Food is not permitted in the water.

16. In order to maintain a quiet and relaxing environment for everyone, radios, CDs or any musical apparatus or instrument are only allowed when listened to through headphones.

17. Central Park Community Association furniture and property must not be removed from the pool area nor shall it be placed in the water.

18. Portable Barbecues are not permitted at the Designated Facility.

19. Alcoholic beverages are not permitted within the Recreational Facilities, unless at a special event with the approval of the Board.

20. Glass of any type is prohibited at the Recreational Facilities, unless otherwise posted. This includes, but is not limited to, drinking glasses, bowls, soda bottles, pitchers, etc.

21. Bicycles, roller-skates, in-line skates, two-wheeled push scooters and skateboards, or motorized versions of these devices are not permitted in the Recreational Facilities. Bicycles must be parked at the bike racks provided.

22. Residents are responsible for closing Designated Facility gates when entering or

leaving the Facility.

23. Animals are not allowed at any Recreational Facilities except for service and assistance animals accompanying persons with disabilities. Persons with disabilities seeking an accommodation for their animals are requested to contact the Association's management company in advance..

24. Smoking is not allowed inside the pool enclosure. Those wishing to smoke must leave the pool area and smoke in the adjacent park area. Cigarette refuse must be placed in appropriate trash containers.

25. The swimming pool and wader pool are generally heated during the week(s) of Spring break for Temecula Valley and Murrieta School Districts and from Memorial Day weekend to Columbus Day (typically October 12th). The Jacuzzi is generally heated year round. The Board of Directors will decide on whether the pool is heated outside of those time frames.

V. CLUB HOUSE

A. RESERVATIONS

1. Homeowners may reserve the clubhouse for their personal use only.

2. Homeowners must be in good standing with Central Park Community Association at the time of making the reservation. (No outstanding fines or violations.)

3. A Homeowner must make application for reservation of the clubhouse at the Avalon Management office. The application can be found at the Central Park website, http://www.mycphoa.com/documents.html or at the Avalon Management office.

4. The Homeowner making the reservation must be present during the entire period for which the room is reserved.

5. Tenants who wish to reserve the room must have the owner of their home complete and sign the clubhouse reservation form.

6. Homeowners may make reservations up to one year in advance. If available, the room may be reserved as late as 48 hours in advance. However, the reservation will not be held if all documentation is not completed 24 hours prior to the event.

7. The clubhouse may not be used for commercial purposes.

8. Each homeowner is allowed one weekday rental and one weekend session rental per month, with Fridays considered a weekend rental.

EXHIBIT A

Central Park HOA

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This form must be completed, initialed, and signed by the Homeowner(s) on title or Tenant(s) on lease agreement.

_____ _____

(Last) (First) (Last) (First)

_____

(Property Address)

_____

(Email Address)

_____ _____

(Home Phone) (Work Phone)

I (we) understand that a non-refundable fee of $75.00 will be required to replace any lost or stolen key fobs, and that lost or stolen key fobs will be deactivated.

I ACKNOWLEDGE AND AGREE, on behalf of myself, my family, any other persons residing in my house, and my guests that the use of areas operated by Central Park HOA, including but not limited to all landscaped and recreational areas, swimming pools and spa, restrooms and shower, tot lot, and landscaped areas, involve a potential risk of serious injury to a person undertaking these activities or using these athletic and recreational facilities. I FULLY UNDERSTAND that athletic or recreational activity, by its very nature, can be hazardous and that it can lead to injury to me or damage my personal belongings.

_____

(Initial)

I UNDERSTAND that by signing this form I, my family, any other persons residing in my house, and my guests AGREE TO ASSUME THE INHERENT RISKS of potential injury to which I am voluntarily exposing myself, my family and my guests by participating in activities on the facilities of Central Park HOA, and that I HAVE RECEIVED, READ AND AGREE to abide by the Rules and Regulations for the Central Park HOA.

On behalf of myself, my family and my guests, I AGREE TO INDEMNIFY AND HOLD HARMLESS CENTRAL PARK HOA, its officers and directors, agents (excluding independent contractors), and/or employees, from claims arising from the intentional wrongful acts, gross negligence or negligence of myself, my family, and/or my guests, as a result of such activities.

I HAVE READ AND AGREE TO THE FOREGOING:

_____

(Signature) (Date)

_____

(Print Name)

_____

(Initial)

EXHIBIT B

CENTRAL PARK HOA TENANT & PROPERTY MANAGEMENT REGISTRATION & AUTHORIZATION FORM

43529 Ridge Park Dr, Temecula CA 92590 ● 951-699-2918 ● Fax 951-699-0522

****

HOMEOWNER INFORMATION

Owners on Grant Deed: _____

Property Address: _____

Mailing Address: _____

Homeowner Tel.: _____ Other Tel.: _____

Email Address: _____

****

PROPERTY MANAGEMENT INFORMATION (If Applicable)

Property Management Company:_____

Business Tel.: _____ Email: _____

I, (print homeowner name) _____ , authorize the above Property Manager/Property Management Company **to act on my behalf and to discuss all aspects of my account for the aforementioned property address.**

_____ _____

Homeowner Signature Date

Please return with Property Management Agreement

****

TENANT INFORMATION (If Applicable)

Tenant Name(s): _____

Tenant Tel.: _____ Other Tel.: _____

Email Address: _____

Please return with Lease Agreement

****

TENANT AUTHORIZATION FOR FACILITIES & AMENITIES (CHECK ALL THAT APPLY)

☐ Common Area Key & Fob (must complete key & common area forms

☐ Clubhouse Use

☐ Check if tenant is not authorized for any HOA Amenities

I, (print homeowner name) _____ , authorize the above tenants to use the selected amenities/facilities provided by the community.

_____ _____

Homeowner Signature Date

****

If there are tenants and/or a property management company, the homeowner must fill out this form completely and mail it to the above address, or send via email to:

Temecula@AvalonWeb.com