



Bear Creek Master Association

Bear Creek Master Association Rules & Regulations

DRAFT

INTRODUCTION

~~Your Board of Directors (BOD) has prepared this handbook for the express use of Bear Creek Master Association (BCMA) owners, their guests, and tenants. It is intended to assist in maintaining property values, community aesthetics, and a desirable quality of life in Bear Creek:~~

These Policies and Procedures have been composed from the Covenants, Conditions, and Restrictions (CC&Rs); the Bylaws of BCMA; ~~and subsequent Board actions on behalf of the homeowners;~~ and the Rules and Regulations set forth in these Policies and Procedures were adopted by the Board of Directors pursuant to Article III, Section 6 of the Bylaws, and Article VI, Section 6, of the CC&Rs, ~~and intended to and shall~~ supersede and replace all previous versions of the Rules and Regulations.

BY – LAWS, ARTICLE III (PERTINENT EXCERPTS)

Monthly Assessments

“Section 5. Assessments. The Members shall be jointly, severally, and personally liable for the payment of such Assessments as may, from time to time, be fixed and levied by the Board pursuant to the provisions of the Declaration. Should any Member fail to pay his Assessments before delinquency, the Association, at the discretion of the Board, shall have the right to suspend voting rights and easements of use and enjoyment of the Common Area of such Member, subject to the procedural safeguards established under Section 6 of this Article, for any period during which the payment of any such Member’s Assessment remain delinquent.”

Authority to Create Rules

“Section 6. Association Rules; Enforcement. The Board shall have the power to adopt, amend, and repeal such rules and regulations as it deems reasonable, which may include the establishment of a system of fines and penalties enforceable as a reimbursement assessment pursuant to the Declaration.”

COVENANTS, CONDITIONS, AND RESTRICTIONS
ARTICLE III (~~PERTINENT SELECTED~~ EXCERPTS)

GENERAL USE RESTRICTIONS

All real property within the properties shall be held, used, and enjoyed subject to the following limitations and restrictions:

~~Section 1. Single Family Residence. Each lot shall be used as a residence for a single family and for no other purpose. Each lot shall contain thereon a single-family residence with an enclosed garage for at least two (2) automobiles.~~

CC&R Section 2. Business or Commercial Activity. No part of the Properties shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purposes. The provisions of this Section shall not preclude professional and administrative occupations without ~~eternal~~ external evidence thereof, for so long as such occupations are in conformance with all applicable governmental ordinances and are merely incidental to the use of the dwelling unit as a residential home.

CC&R Section 3. Nuisances. No noxious or offensive activity shall be carried on, in or upon any lot of Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Owner. Without limiting the generality of the foregoing provisions, no loud noises or noxious odors, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road vehicles or items which may unreasonably interfere with television or radio reception of any Owner in the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Architectural Committee. The Board of Directors shall have the right to determine in accordance with the Bylaws if any noise, odor, interference, or activity producing such a noise, odor, or interference constitutes a nuisance.

CC&R Section 14. Violation of Governing Instruments. There shall be no violation of the restrictions of this Master Declaration or of the rules and regulations of the Master Association adopted in accordance with the provisions of the By-Laws. If any Owner, his family, guest, licensee, lessee or invitee, violates any such restrictions, the Board may impose a reasonable Reimbursement Assessment upon such Owner of each violation and may suspend the voting privilege of such Owner as further provided in the By-Laws. Such Reimbursement Assessment shall be collectible in the same manner as Annual Assessments thereunder, but the Board shall give such Owner notice and hearing before invoking any such Reimbursement Assessment or suspension.

References to the term "lot" shall include condominium units. (See Art. I, Sec. 10, of the BCMA CC&Rs.)

RULES AND REGULATIONS
(With excerpts from the CC&Rs)

PARKING, PERMITS, AND VEHICLE VIOLATIONS

The following information is provided for an understanding of the Bear Creek (BCMA) vehicle regulations.

Note: There are six Sub Associations within Bear Creek. ~~These rules apply in addition to the Sub-Associations rules. Individual Sub-Association rules may be different.~~ Individual Sub-Associations may have additional rules.

CC&Rs, Article III, Section 5, Parking and Vehicular Restrictions. No owner shall park, store or keep any vehicle, except wholly within the parking area designated therefore, and any inoperable vehicle shall be stored only in enclosed garages. No Owner shall park, store or keep on any property or street (public or private) within the Properties any commercial-type vehicle (including, but not limited to, any dump truck, cement mixer truck, sales and service vehicles, oil or gar truck, or delivery trucks), any recreational vehicles (including, but not limited to, any camper unit, motor home), any bus, trailer, trailer coach, camp trailer, boat, aircraft, mobile home, inoperable vehicle, or any other similar vehicle or any vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Board, upon any parking space which is not enclosed, so as to be visible from anywhere in the Properties. Recreational vehicles are granted the right to park in front of a residence for a period not to exceed (48) hours for the purposes of loading and unloading. No Owner of a lot shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any lot or upon the Common Area, except wholly within the Owner's garage, and then only when the garage door is closed: provided, however that such activity shall at no time be permitted if it is determined by the Board or its agent to be a nuisance. Garage doors shall remain closed except for reasonable periods while the garages are being used. ~~Those living in a Sub-Association should be familiar with their individual rules.~~

In addition to the CC&R's, the Board has adopted the following Rules and Regulations pertaining to Vehicles:

I. VEHICLE CODE.

Unless governed by more restrictive or specific provisions in these Rules and Regulations, the California Vehicle Code shall apply and is hereby incorporated into the Rules and Regulations including the operation of golf carts ~~on BCMA streets.~~ ~~Golf carts and other motorized/electric vehicles are allowed to be operated on all BCMA streets but~~ must adhere to all speed and traffic control signs. Golf carts require headlights when driving in the evening hours. ~~You must be a licensed driver to be able to operate a golf cart on the BCMA street.~~ The Board reserves the right to prohibit the use of any vehicle it determines to be a nuisance.

II. PARKING

- a) Only non-commercial, passenger vehicles may be parked upon ~~the BCMA's~~ streets, except that no parking is permitted whatsoever on the streets between the hours of 2 a.m. and 6 a.m. and provided further that residents' ~~vehicles~~ may not be parked upon the streets unless the garage upon their lot is being used to its full designated capacity for the parking vehicles.

- b) All parking spaces ~~in the area of any Lot improvement as in~~ a garage are to be used on a full-time basis for the parking of vehicles.
- c) No parking is allowed:
 1. Within 15 feet of a fire hydrant.
 2. In such a manner so as to block access to pedestrian walkways, golf cart paths, or private driveways.

III. VISITOR PARKING PERMITS/OWNER RESPONSIBILITY

- a) Any authorized visitor entering BCMA will be given a temporary pass by the Access Control Officer.
- b) Any violation of the rules by a tenant, guest, or invitee, including contractors or household employees, shall be the responsibility of the owner of the property that granted that tenant/guest/invitee access to the Properties.
- c) Temporary passes shall be placed on the driver's side of the dashboard.

4. OWNER DECALS

- ~~a) New homeowners are requested to obtain their vehicle identification decal within 15 days of occupancy, from the onsite management office. Vehicle Registration to the Bear Creek residency or other proof of residency will be required.~~
- ~~b) Upon revocation or termination of a decal or upon the sale of a vehicle the decal shall be removed from the vehicle and returned to the Association.~~
- ~~c) BCMA decals will be updated annually.~~

IV. TRAFFIC VIOLATIONS

Rules apply to all motorized vehicles, including golf carts. Each violation is considered a separate occurrence, and a citation may be issued for multiple violations on one citation. To protect property and human or animal life, it is imperative that drivers adhere to the posted speed limits. Video cameras cover the entrances and exits to the community and various common area locations. Footage from those cameras may be used to support issuance of a citation. Patrol units also may have radar/video units available or installed in their vehicles that can be used to determine and record observed violations.

A vehicle (including a golf cart) may only be driven/operated upon BCMA streets by an individual with a valid driver's license. Residents are required to register their vehicles (including golf carts) with BCMA

Minor Moving Violation

1. Vehicle going over the posted speed limit.
2. Vehicle not coming to a complete stop at any posted stop sign
3. Vehicle parked on BCMA street after 2:00 a.m. without prior authorization.
4. Vehicles not abiding by any BCMA posted traffic sign

Medium Moving Violation-(Note multiple violations can be included in one citation; e.g.

speeding and running a stop sign)

1. Second offense of a Minor violation.

Major Moving Violation

1. Reckless or unsafe driving (including excessive speed).

2. Two or more medium violations.

3. Three or more minor violations.

ACCESS CONTROL

It is important to note that the installation of gate and access control procedures do not replace security arrangements that should be taken by individual homeowners and residents. Each owner and/or resident should assess his or her own security requirements and implement appropriate security measures, including home security services. BCMA does not provide security services to or guarantee the safety of the members, **residents** or their tenants, invitees, or guests.

In addition to the CC&Rs, the Board has adopted the following Rules and Regulations pertaining to Access Control:

I. **RESIDENT COMPUTER PROFILE ACCESS PROCEDURE**

A computer system containing a profile on each resident is maintained in the Access Control System.

a) A computer system containing a confidential computer profile on each resident is maintained at the Access Control Station. This confidential profile contains the following information:

1. Resident Names
2. Address
3. Home Telephone Number(s)
4. Work or Emergency Telephone Number(s)
5. Nordicsec password
6. A list of Authorized Visitors
7. Vehicle(s) License Numbers
8. Vehicle Transponder Number

The profile on each individual resident can be accessed through their online portal for the Gate Entry Software Program.

b) ~~The computer profile on each individual resident can be accessed through <http://bearcreek.nordicsec.com>. Once accessed through the website a password will be created by the user and this password may be used to identify the validity of a resident when calling in to authorize visitor access and as a means of identifying pedestrian residents.~~

c) ~~Each resident's Gate Entry Software Program password is personal and confidential and should not be given to any other than authorized residents.~~

- d) If you are unable to access the ~~website gate entry software program~~, the on-site office may also make changes to the Resident Computer Profile. These changes must be submitted on a properly completed and signed Resident Information Form. Changes to the Resident Computer Profile may only be made by the record owner(s) of the Property or the tenant on lease.
- e) Residents of Bear Creek are permitted ~~free common area street~~ access by vehicle and by foot at any time. Residents may have an authorized ~~sticker or~~ transponder that will operate the vehicle gates. Residents with transponders can gain access to the community through ~~Gate 2, the lakeside Gate and Right-hand Transponder lane at the Main Gate~~ any of the community gates.
- f) Residents entering the community ~~by foot or~~ by vehicle without a transponder must stop at the ~~Access Control Station Main Gate House~~. The Access Control Officer ~~must positively identify will check for~~ these persons as authorized residents. ~~Positive identification~~ can be made with a photo ID cross checked with the ~~Nordicsec Password in the confidential computer profile Gate Entry Software Program's resident list. It is not necessary to speak the Nordicsec password. It may be given to the officer in writing.~~
- g) ~~Bear Creek resident immediate family members (mother, father, mother-in-law, father-in-law, children, and their spouses) may obtain a vehicle transponder for an annual fee of \$25. Resident immediate family members with transponders can gain access to the community through Gate 2, the Lakeside Gate and Right-hand Transponder Lane at the Main Gate. Residents entering the community by foot, bicycle, or by any other method without a transponder must stop at the Access Control Station. The Access Control Officer will check to identify these persons as authorized residents.~~

2. IDENTIFICATION AND PARKING DECALS

- a) ~~For the purposes of Access Control, "Resident" is defined as an Owner(s) living within Bear Creek, a family member of an Owner by blood or marriage residing within Bear Creek and utilizing the address within Bear Creek as their primary and permanent address, a tenant and the tenant's family utilizing the address within Bear Creek as their primary and permanent address, a contract purchaser and/or anyone else who has control and dominion over a lot or unit and is utilizing the address within Bear Creek as their primary and permanent address. Resident does not include anyone holding an interest in a property by virtue of a security instrument.~~
- b) ~~Each person and vehicle eligible for a transponder under these Rules may be issued decal(s) at no cost for their vehicle(s). No one is required to use or have a decal affixed to their vehicle(s). These BGMA logo decals are used to identify vehicles authorized access to BGMA, however the decals will not allow automatic access. All vehicles with decals and no transponder will be required to be vetted each and every time through the appropriate guard check lane. The Board of Directors ("Board") reserves the right to modify the cost and charge a fee if deemed necessary to recoup the costs of the decal system.~~
- c) ~~The Application (Resident Information Form) for these decals and transponders is available at the onsite management office. This form is also located online at <http://bearcreek.nordicsec.com>. If you choose to have a decal it must be permanently affixed only by Access Control staff on the inside lower left (driver's Rules and Regulations Page 8 Revised 5.16.23 side) corner of the windshield in such a manner as to display the entire decal to the outside of the windshield.~~

II. TRANSPONDERS/RADIO FREQUENCY IDENTIFICATION (RFID)

For the purposes of Access Control, "Resident" is defined as an Owner(s) living within Bear Creek, a family member of an Owner residing within Bear Creek and a tenant and the tenant's family residing on a Bear Creek property, a contract purchaser and the contract purchaser's family residing on a Bear Creek property. Resident does not include anyone holding an interest in a property by virtue of a security instrument.

- a) Transponders/RFID stickers may be issued to eligible persons only. ~~No one shall be required to have or use a transponder.~~ The following persons are eligible for a transponder(s):
1. Bear Creek Residents and property owners.
 - ~~2. Non-Resident Owners who have not leased/rented their properties.~~
 3. Bear Creek Golf Club ("BCGC") Golf Members.
 4. BCGC Social Members.
 - ~~5. BCGC management (as determined by the Board)~~
 - ~~6. BCGC golf professionals (as determined by the Board)~~
 - ~~7. BCGC maintenance staff (waiters/waitresses, cart boys, etc.) employed at BCGC for at least one year (as determined by the Board)~~
 8. BCGC staff/employees.
 9. Current Access Control and Office staff ~~(as determined by the Board)~~
 - ~~10. Fed Ex, UPS and Postal Carriers (as determined by the Board)~~
 11. Bear Creek Resident immediate family members ~~(mother, father, mother-in-law, father-in-law, children, and their spouses)~~
 12. Vendors who perform routine, reoccurring services for residents (monthly pool service, weekly gardening, caretakers, etc.)
- b) The transponder's hours and gates of operation ~~shall~~ are not ~~be~~ restricted for Residents and Non-Resident Owners who have not leased their properties. The Board of Directors reserves the right to set and modify as deemed necessary the hours during which the gates and transponders operate for all other eligible persons.
- c) Eligible Residents purchasing an RFID sticker are required to pay a ~~\$35 one time \$25.00 fee for a standard sticker or \$45.00 for a headlamp sticker.~~ Eligible immediate family members and vendors as outlined in section a) above are required to pay a \$25.00 fee, and a \$25.00 fee annually thereafter. The Board reserves the right to modify these costs if deemed necessary to recoup the costs of the transponder system.
- d) All transponders shall only be affixed to vehicle(s) by Access Control Staff, Office Staff, or designated staff from BCGC. Transponders will not be mailed out or otherwise given out to anyone except Access Control Staff or Office Staff for affixing on the appropriate vehicle only. All transponders will remain affixed to the windshield vehicle until de-activated. Removal of RFID transponder sticker from windshield vehicle will de-activate the transponder. ~~RFID Transponder stickers are only to be removed by authorized Access Control personnel at the Master Association office.~~
- e) ~~Unless otherwise eligible under section a), above, the following persons are not eligible for a transponder:~~
- ~~1. Non-Residents Owners who have leased/rented their properties.~~

~~2. BCGC operational staff (waiters/waitresses, cart boys, etc.) employed at BCGC for less than one year.~~

~~3. Vendors (nurses, caregivers, gardeners, maids, etc.).~~

~~4. Guests of Residents.~~

~~5. Non-Resident family members (grandparents, brother, sister, brother-in-law, sister-in-law, non-resident college students etc.)~~

- ~~f) All non-RFID type transponders shall be turned in as soon as practicable and a refund or credit provided as appropriate.~~
- ~~g) There shall be no “grandfathering” of transponders. All types of transponders held by persons or attached to vehicles not eligible for a transponder under this Rule shall be turned in and a refund or credit provided as appropriate. Such transponders shall be turned off by Access Control or Office staff as soon as practicable.~~
- h) Transponders shall only be affixed to vehicle(s) owned (personally or through a corporation/partnership) by a person eligible for a transponder. Transponders shall not be affixed on any vehicle not owned by the eligible person (e.g., short term rental vehicles or borrowed vehicles). However, vehicles under long term (one (1) year or more) leases and rentals of thirty (30) days or more are eligible for a transponder. Additionally, “company cars” assigned to a person eligible for a transponder are eligible for a transponder.
- ~~i) The President/Vice President of the Board may, for good cause shown, authorize the issuance of a temporary (not to exceed 6 months) transponder(s). To remain in effect, such action must be ratified in open session at the next Regularly Scheduled Board Meeting.~~
- j) All persons eligible for transponders shall, to obtain a transponder ~~or decal~~, provide proof of eligibility for themselves (e.g., residency, tenancy, ownership, golf membership, etc.) and their vehicle(s) (e.g., ownership, registration, etc.) as required.
- k) All persons who ~~are eligible for and~~ have transponders, shall agree to and shall comply with all rules (and violation penalties) in force in Bear Creek.
- ~~l) Transponders issued to a lot are subject to deactivation: (i) if any amount posted or levied to the lot owner's account goes unpaid for 60 days or more; or (ii) for other violations of the Bear Creek governing documents. Deactivation is without prejudice ~~In addition to any other remedies or potential penalties for a violation of the governing documents. other penalty applicable for a violation, failure to pay any substantiated violation penalty within sixty (60) days of its due date shall subject the person to loss of transponder usage.~~~~
- ~~m) Notwithstanding any other part of this rule, any Resident that owns a majority interest in a car dealership located within driving distance of Bear Creek and who routinely drives vehicles controlled by the dealership to and from work, is eligible for up to two (2) floating transponders that are movable only from one dealership vehicle to another dealership vehicle, provided that such vehicles are to be driven into and around Bear Creek by Resident and/or his/her immediate family members only. In addition to any other penalty applicable for violating this rule, the Board reserves the right in its sole discretion to de-activate the transponder permanently in the event~~

the Resident violates this rule. No other "floating transponders" shall be issued for any eligible person or vehicle.

If any resident, due to special circumstances, wishes to request a floating transponder, they must submit a written request for the Board of Directors to review at the next Board meeting. The Board of Directors will exercise their discretion and review each request on a case-by-case basis.

III. VISITORS

- a) Visitors are permitted entry to the Community only with the authorization of a record owner of the property they are visiting, or with the authorization of a resident for whom the record owner has provided prior written authorization to the Association (e.g., a lessee, co-resident, etc.) to exercise visitor access privileges. Property owners are reminded that they are responsible for the conduct of their tenants, guests, and invitees inside the Bear Creek Community.
- b) ~~All~~ ~~Visitors~~ ~~without transponders~~ must enter through the Main Gate, stop at the Access Control Station and register. ~~Homeowners are required to input guest information into the Gate Entry Software Program. The registry will contain the following information:~~
 1. ~~Time In~~
 2. ~~Visitor Name~~
 3. ~~Name of record owner/authorized resident authorizing access~~

~~Driving visitors must present a current, valid Driver's License.~~ There are two methods in which a record owner/authorized resident can obtain access for a visitor. These are:

- Pre-approved Authorized Visitors
- Visitors with Advanced Authorization

IV. ~~Pre-approved Authorized Visitors~~ PRE-APPROVED AUTHORIZED VISITORS

- a) These visitors are visitors that a record owner/authorized resident has approved for entrance to the community at any time without notification being given to the record owner/authorized resident they are visiting. They are listed on the Resident Computer Profile through the use of the Resident Information Form or by use of the ~~Nordicsec~~ Gate Entry Software Program website. The Access Control Officer is not required to contact the record owner/authorized resident prior to entrance, and no individual member or resident may require the Access Control Officer to provide such notice.

V. ~~Visitors with Advanced Authorization~~ VISITORS WITH ADVANCED AUTHORIZATION

- a) Record owners/authorized residents must ~~notify the Access Control Station~~ ~~input guest information into the Gate Entry Software Program~~ in advance that they are expecting a visitor. This notification may be done ~~either on your individual website profile, (the preferred method); or verbally through a telephone call granting access on your individual Gate Entry Software Program profile. The record owner/authorized resident's Nordicsec password must be included with each guest request.~~ The Access Control Officer is not required to contact the record

owner/authorized resident upon the visitor's arrival and entrance, and no individual member or resident may require the Access Control Officer to provide such notice. ~~If more than (4) four visitors are expected, a party list must be submitted through the Nordicsec website or written list in alphabetical order will need to be given to the Access Control Station.~~

- b) ~~All~~ Visitors authorized to enter the community in a vehicle will receive a temporary placard that acknowledges access authorization. ~~The placard must to~~ be displayed in the front window, driver's side dashboard. This placard will show the entry authorization number, destination address, and the parking expiration date.
- c) The temporary placard is valid for as many days as the record owner/authorized resident has authorized, not to exceed 30 days at a time. Maximum approval: 6 months, passes are issued for no longer than 30 days at a time. ~~Exceptions to the visitor policy are permitted only if authorized in writing by management or the Board of Directors.~~
- d) All ~~pedestrian~~ visitors ~~by foot, bicycle, or by any other method~~ must register with the ~~Community Patrol Officer~~ Gate House at the main entrance when entering the community.

VI. CONTRACTORS AND VENDORS

- a) In general, Contractors and Vendors ~~that have not been issued a transponder~~ are to be processed as visitors. ~~Everyone needs authorization just like guests.~~

~~Only bona fide workers are allowed on the property. Spouses may drive workers to the site and pick them up, but must not remain on the property unless they are actual employees. This shall apply to their children also.~~

- b) General contractors, subcontractors, workers, and/or service personnel are not permitted to bring in ~~dogs or~~ pets of any kind, and the Main Entrance shall turn away the vehicles if there are pets in the vehicle.
- c) The permitted work hours and days are to include owner builders. Permitted work hours are as follows:
- d) MONDAY - FRIDAY 7:00 a.m. to 5:00 p.m. (must be out of the community by 5:30 p.m.)
SATURDAY 8:00 a.m. to 3:30 p.m. (must be out of the community by 4:00 p.m.)
- e) No construction activity or any work shall take place on Sunday, legal holidays, or during unapproved work hours other than emergency repairs.
- f) If you are having any type of construction work done, please refer to the Architectural Procedure Manual for complete rules for Contractor access.

~~During stop notices all contractors will not be allowed access.~~

VII. PROCESS SERVERS / PRIVATE INVESTIGATORS

- a) Process servers and government employees shall be admitted in accordance with California Code of Civil Procedure Section 415.21. (a) Notwithstanding any other law, any person shall be granted access to a gated community for a reasonable period of time for the sole purpose of performing lawful service of process or service of subpoena, upon identifying to the guard the person or persons to be served, and upon displaying a current driver's license or other identification, and one of the following:
- b) A badge or other confirmation that the individual is acting in his or her capacity as a representative of a county sheriff or marshal.
- c) Evidence of current registration as a process server pursuant to Chapter 16 (commencing with Section 22350) of Division 8 of the Business and Professions Code or of licensure as a private investigator pursuant to Chapter 11.3 (commencing with Section 7512) of Division 3 of the Business and Professions Code.

VIII. **GOVERNMENT AGENCIES AND SERVICE COMPANIES**

- a) The following entities have been accorded permanent authorization for entrance to Bear Creek. Visitor Placards are not required if the vehicle is properly identified **and the driver shows a company ID or Driver's License.**

The entities are listed as follows:

1. ~~Southern California Edison and Gas Company Utility Companies~~
2. ~~Verizon Phone Providers~~
3. ~~Package Marked Delivery Vehicles and/or Verifiable Delivery Services (Fed Ex, UPS, Uber Eats, Marked Amazon Trucks Etc.)~~
4. Waste Management
5. ~~L.A. Times Delivery, Press Enterprise Delivery, Californian Delivery News Delivery Services~~
6. ~~Murrieta Police Law Enforcement~~
7. City and County Building Inspectors

IX. **EMERGENCY VEHICLES**

- a) ~~All Ee~~ emergency vehicles will be admitted to the community **without hesitation and without logging in and out.** These are:
 1. Police
 2. Fire
 3. Ambulance and Paramedics
 4. Any other emergency vehicles with flashing lights and/or a siren

X. **EMERGENCY CONTROL ENFORCEMENT POLICY**

- a) Any person(s) who damage, alter, steal, destroy, or in any way tamper with the access control equipment owned and operated by the Association, shall be subject to a fine of up to \$1,000.00 (one thousand dollars) for each offense, in addition to the costs for repair and replacement of such equipment plus all civil and criminal penalties imposed. Access Control equipment includes but is not limited to: gates, gate operating equipment, spike strips, barrier arms, cameras, audio and video equipment, computers and computer programs and software, lighting equipment, telephones and related equipment, radio, instructional manuals, cables, wires, locks, keys, signs, and all other related equipment. Alleged violator(s) are entitled to a hearing according to the same procedures in place for other rule violations.

XI. **REAL ESTATE AGENTS AND OPEN HOUSES**

- a) Real estate agents must present their Driver's License and business card at the front gate to gain access to the Bear Creek Master Community.
- b) One (1) open house sign in front of the property. No advertising on HOA-BCMA common area or Golf Course property.
- c) Association will furnish the main gate, on Saturdays and Sundays, a map showing the location of all REGISTERED registered open houses for each day. The front of the map will have the location of each registered open house, circled and numbered. The back of the map will have a number that will correspond to a number on the front of the map, the address, Real Estate Company, agent's name, and listing price concerning each house shown on the front of the map.
- d) Open House hours are limited to Saturdays and Sundays only "No Holidays" 11:00 a.m. to 5:00 p.m.
- e) To register your open house on the map, you will be required to notify the Master Association's office no later than Wednesday to allow the office to prepare the map for the guards at the gate. If a request is not made in time, the agent/homeowner is still permitted to have an open house without being on the map, but the agent/homeowner will only be allowed ONE one (1) sign in FRONT front of the property.
- f) The Board also requests your voluntary assistance in NOT not posting any signs on Clinton Keith Road because a multitude of signs detracts from the high standards of Bear Creek. One generic open house sign will be posted at the entrance of the Bear Creek Community.

PETS

~~CC&Rs, Article III, Section 6. Animal Restrictions. No insects, reptiles, poultry, or animals of any kind shall be raised, bred or kept on any lot or the Common area, except usual and ordinary dogs, cats, fish, birds, and other household pets (excluding, without limitation, equine, bovine, sheep, swine, goats and other such animals) may be kept on lots, but not on the Common Area, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities, nor in violation of the rules and regulations adopted by the Master Association. As used in the Master Declaration, "unreasonable quantities" shall ordinarily mean more than two (2) pets per household,~~

provided, however, that the Master Association (or the Architectural Committee or such other Person or entity as the Master Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Master Association, acting through the Board of Directors, shall have the right to prohibit maintenance of any animal, which constitutes, in the opinion of the Board, a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants, and invitees within the Properties must be at all-time either kept within an enclosure, an enclosed yard or on a leash being held by a person capable of controlling the animals. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals which have used any portion of the Common Area or any portion of a home owner's lot. In addition to the CC&Rs, the Board has adopted the following Rules and Regulations pertaining to Pets:

BCMA USE OF ACCESS INFORMATION

BCMA may disclose access control information to law enforcement, including, without limitation, information regarding residents, Owners, visitors, contractors, guests, etc., and their dates, times and circumstances of entries. BCMA may also use such information for any BCMA purposes, including, without limitation, the enforcement of BCMA governing documents. BCMA will comply with subpoenas and court orders for access information but will not supply such information in response to Owner or resident requests.

COMMUNITY RULES

I. PETS

- a) Pets may be kept on lots provided they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. Unreasonable quantities shall normally mean more than ~~A maximum of~~ two (2) pets per household, however BCMA may determine that a reasonable number in any instance may be more or less than two (2) ~~may be kept~~. In addition, all County and City ordinances pertaining to pets apply.
- ~~b) Feeding or otherwise attracting pigeons or other wildlife that foul the premises is prohibited.~~
- c) All pets must be kept on a leash when in ~~public~~ BCMA streets or common area, or ~~shall be~~ confined within the owner's lot.
- d) All animals are the responsibility of the lot owner. The lot owner is responsible for the IMMEDIATE cleanup of the animal waste, including but not limited to the streets.
- e) In order to prevent brown spots on the lawns, dog owners are encouraged to have their pet urinate in the ground cover or shrubbery areas.
- f) Residents are advised to take NO action to encourage, attract, or add to the proliferation of wild animals, excluding bird feeders. Should wild animals be sighted, ~~Community Patrol and~~ Animal Control should be notified.

- g) No insects, reptiles, poultry, or animals of any kind shall be raised, bred or kept on any lot or the Common area, except usual and ordinary dogs, cats, fish, birds, and other household pets.
- h) The Board of Directors may require removal of an animal which constitutes, in the Board's opinion, a nuisance. Excessive animal noise, including dog barking, can be deemed a nuisance and lead to fines and potentially a requirement that the animal be removed from the community.

ARCHITECTURAL

Each homeowner should be aware of the provisions of Article X of the CC&Rs when contemplating any changes to their property, as well as, the Architectural Procedure Manual revised in **2013**:

Fines and/or legal action may be levied or commenced if Architectural approval is not secured prior to any, even minor, work commencement as stipulated in the Covenants, Conditions, & Restrictions:

CC&Rs, Article III, Section 4. Signs. No sign, poster, display, billboard, or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any lot, without the prior written consent of the Architectural Committee, except one (1) sign for each dwelling unit, of not more than six (6) square feet, plain block letters, advertising the dwelling unit for sale or rent. All signs or billboards and the conditions promulgated for the regulation thereof shall conform to the requirements of all applicable governmental ordinances:

CC&Rs, Article III, Section 7. Trash:

II. **TRASH**

- a) No rubbish, trash, or garbage, or other waste material shall be kept or permitted upon any lot or Common Area, except in sanitary containers located in **appropriate** areas screened and concealed from **common area** view, **and no odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants.** Such Sanitary containers shall be exposed to the view of neighboring lots only when set out for **a reasonable period of time (placed out at the curb after 5:00 p.m. on Sunday and removed by 11:59 p.m. Monday night) eight hours before and after scheduled trash-collection hours. (Art. III, Sec. 7, BCMA CC&Rs.).** There shall be no exterior fires whatsoever except barbecue fires contained with receptacle therefore and fire pits in the enclosed yards designated in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried, or aired in such a way in the Properties as to be visible to other property, and no lumber, grass, shrub or tree clippings, or plant waste, metals, bulk material or scrap, or refuse, or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

CC&Rs, Article III, Section 8. Temporary Buildings. No outbuilding, basement, tent, shack, shed, or other temporary building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently; no garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.

CC&Rs, Article III, Section 9. Common Area Facilities. Nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Architectural Committee, subject to the provisions of this Master Declaration limiting construction portions of the Common Area:

CC&Rs, Article III, Section 10. Outside Installations. No radio station or short-wave operators of any kind shall operate from any lot or dwelling unit unless approved by the Board of Directors. No exterior radio antenna, C.C. antenna, television, or wall shall be erected, altered, or maintained on any lot in the Properties, except with the prior written approval of the Architectural Committee. All interior walls or fences initially constructed by Declarant shall be permanently maintained by the Owners of the lots on which they are located. Any alterations or modifications of the walls or fences not addressed herein shall be subject to the prior written approval of the Architectural Committee. No decorative exterior wall constructed by Declarant shall be removed or modified in any manner without the prior written approval of the Architectural Committee.

CC&Rs, Article III, Section 11. Insurance Rates. Nothing shall be done or kept in the Properties, which will increase the rate of insurance on any property insured by the Master Association without the approval of the Board. Nor shall anything be done or kept in the Properties which would result in the cancellation of insurance on any property insured by the Master Association or which would be in violation of any law:

CC&Rs, Article III, Section 13. Drainage. There shall be no interference with the established drainage pattern over any lot within the Properties or adjacent properties, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time that such lot is conveyed to a purchaser from Declarant, or that which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any lot or lots in the Properties:

In addition to the CC&Rs, The Board has adopted an Architectural Procedure Manual and the following Rules and Regulations pertaining to Architectural issues:

1. Modifications

a) Any and all the plans for alteration or modification to the existing structure or landscape must be submitted for review and approval of the Architectural Committee. Details of the application process and application forms are available from the onsite management office in the booklet "Architectural Procedure Manual":

b) Removal or alteration of Common Area, or any improvements thereon, is prohibited. A fine and/or retail replacement value, plus labor, will be imposed on any homeowner removing or changing Common Area or any improvements thereon.

2. Home and/or Lot Maintenance

III. HOME AND/OR LOT MAINTENANCE

- a) Each Owner shall maintain in good, **safe, attractive** condition and repair at ~~his Owner's~~ cost and expense, the exterior of ~~his Owner's Residence~~, including, without limitation, roofs, doors, windows, gutters, downspouts, exterior building surfaces, wall, fences and gate, sidewalks, paving, lighting, and all other exterior improvements.
- b) All vegetation is to be maintained in a vigorous growth, trimmed, and weed-free condition. ~~Homeowners Owners~~ are responsible for removing debris from their property on a routine basis.
- c) Vacant lots must be maintained free of trash and debris, vegetation other than trees or approved shrubs must be kept under 8” in height. ~~The HOA will apply necessary correction at the homeowner expense.~~ BCMA may exercise its right of entry to address substandard lot conditions at the Owner's expense. (Art. VI, Sec. 7, of the CC&Rs.)

~~3. Outside Installations~~

- ~~a) All exterior antennae, excluding satellite dishes, require prior application to and approval by the Architectural Committee. Satellite dishes may be installed and then an application submitted within (30) days of installation. Sub-associations will be required to identify the most receptive location available for the purposes of their Sub-association.~~
- ~~b) Clotheslines and external wiring are not permitted.~~
- ~~c) Holiday Decorations – Christmas, Hanukah and Kwanza Holiday decorations must not be installed sooner than two weeks prior to Thanksgiving and must not be illuminated until Thanksgiving Day. Holiday decorations must be removed within the three weeks after the respective holiday~~

IV. HOLIDAY DECORATIONS

- a) Winter Holiday decorations must not be installed or illuminated sooner than Halloween. Winter Holiday decorations must be removed within three weeks after the holiday.
 - b) All other holidays can be decorated for one week prior and must be removed 48 hours after the holiday.
 - c) No permanent exterior holiday lights or decorations. If you are seeking permanent holiday lights or decorations, refer to the ARC guidelines.
 - d) Colorful lighting is permitted only during the approved holiday periods listed above.
 - e) At all other times, lighting must be limited to soft white only.
- ~~d) Solar Panels: Solar panels will be reviewed on a case-by-case basis. Solar panels should be mounted as close as practicable on the roof. The panels should, to the extent practicable, not be visible from the street or the front of the house. See Solar Panel Guidelines with the application. Solar~~

panels shall not be installed on common area excluding Sub-associations. Sub-associations will be required to identify the most receptive location available for the purposes of their Sub-association. Homeowners are required to maintain, replace and repair solar panels such that they are in good repair at all times. Prior approval of the Sub-Associations location for installation is required.

V. GENERAL EXTERIOR LIGHTING GUIDELINES

- a) The purpose of the following is to provide clarity regarding requirements and specifications for the installation and use of exterior lighting by homeowners. Most commonly, exterior lighting will be used for esthetic purposes to accent homes and landscaping. Additional information is provided in the Architectural Guidelines.
- b) The design of lighting is especially important at Bear Creek. Illumination used for residential identification, security, pools and landscaping must be indirect and subdued. Indirect uplighting is preferred for landscaping and indirect downlighting is preferred for sources attached to structures.
- c) Outdoor lighting or any other extraordinary lighting may not cause a nuisance or shine in such a manner as to unreasonably disturb any neighbors. It is the responsibility of the property owner, to whom the lighting belongs, to provide shielding to eliminate any nuisance.
- d) All colored, blinking, flickering, dancing type lighting is prohibited, except for those used for holiday displays.
- e) No string lighting shall be allowed in front of the home and should not be visible from the street.
- f) All permanent lighting installations require prior approval from the Architectural Committee.

VI. ARCHITECTURAL ALTERATIONS/IMPROVEMENTS REQUIRE PRIOR APPROVAL

- a) Any and all the plans for lot improvements alteration or modification to the existing structure or landscape must be submitted for review and approval of the Architectural Committee. Details of the application process and application forms are available from the onsite management office in the booklet “Architectural Procedure Manual”.
- b) No alteration of Common Area. Removal or alteration of Common Area, or any improvements thereon, is prohibited. A fine and/or retail replacement value, plus labor, will be imposed on any homeowner removing or changing Common Area or any improvements thereon.

4. Recreation and Sport Equipment Rule

VII. RECREATION AND SPORTS EQUIPMENT RULE

- a) Recreation and sport equipment use should not unreasonably interfere with other residents’ “quiet use and enjoyment” of their home and/or property.

- b) No recreational equipment and/or sports equipment, including, but not limited to, trampolines, play equipment, play structures, swing sets, permanent basketball backboards and permanent tetherball equipment may be installed or erected unless an architectural application and plans have been submitted to and approved in writing by the Architectural Committee prior to installation. Such recreational equipment and/or sports equipment, including, but not limited to, poles, support brackets, and roofs shall be black, similar in color to the residence, or in a color specifically approved in writing by the Architectural Committee.

~~Owners who installed such recreational equipment and/or sports equipment without the express written Architectural approval prior to June 1, 2006, must either remove the recreational equipment and/or sport equipment within six months from the date of the adoption of the rule or must seek and receive approval in writing from the Architectural Committee for the placement and color of the equipment, whether the placement and color be the current installed location and color or a location and color of which the owner proposes to paint and/or move the equipment.~~

- c) The Architectural Committee shall only approve installation of such equipment if it determines, in the exercise of its discretion, that the equipment, as installed (1) is not likely to create an unreasonable interference with the quiet enjoyment of other residents, and (2) will not have a substantial adverse visual impact on surrounding properties and common area. The Architectural Committee shall have the authority to impose conditions on any equipment installation approved in order to reduce the potential adverse impact of the proposed installation.
- d) The Association reserves the right to require such recreational equipment and/or sports equipment be removed or relocated if, after being installed in an approved location, such recreational equipment and/or sports equipment becomes so **unattractive and** visible or use of the equipment ~~becomes so audible that it has an adverse impact where it wasn't/didn't when it was initially installed (for example, if the equipment was screened by foliage when it was first installed but the foliage is later removed) or if the recreational equipment is not properly maintained creates a nuisance.~~ The Owner shall be provided prior notice and hearing before removal/relocation is required.
- e) Portable ~~basketball backboards and portable tetherball sports~~ equipment are permitted to be used on the resident's ~~premises lot~~. Portable basketball backboards and tetherball equipment are not permitted on any streets, curbs or other Association ~~or Golf Course~~ owned or maintained property, at any time of the day or night. All portable basketball backboard **and** , tetherball **and similar** equipment must be put away when not in use in a screened and concealed area (e.g., in garage, in an area screened by the side or rear of home, etc.).
- f) All recreation and sport equipment must be maintained in good condition.

5. Violations of this rule:

- ~~a. 1st violation - Warning given to submit for architectural approval and fix problem.~~
~~b. 2nd violation - \$100.00~~
~~c. 3rd violation - \$200.00~~
~~d. 4th violation - \$400.00~~

The Association reserves the right to take other or further enforcement action(s) as the Board may determine appropriate, including, but not limited to, legal action.

5. Tree & bushes

VIII. TREES AND BUSHES

- a) Trees and bushes must be trimmed and well maintained.

6. Windows Covers

IX. WINDOW COVERS

- b) No paper, sheets, cardboard, or aluminum foil may be used as a window covering.

7. Real Estate Signs

X. REAL ESTATE SIGNS

- a) The Board of Directors may enact, from time to time, policies designated to facilitate property sales while maintaining the quality of life in Bear Creek. Owners who are considering selling their homes should check with the onsite office for any current policies.
- b) The Board of Directors wishes to discourage the use of "For Sale" or "For Lease" signs, as they are intrusive in a community such as ours. There has been a voluntary cooperative effort to reduce the visual clutter caused by a proliferation of these signs.
- c) If an owner insists on installing a "For Sale" or "For Lease" sign, the following rules must be observed by all owners and their agents:

- 1. Size shall not be more than (6) square feet (2' X 3').

~~b) Color must be forest green background, tan trim, with white lettering, font to be "Garamond SW-Bold".~~

- 2. ~~Price may not be mentioned on "For Sale" signs~~ "For Sale" or "For Lease" or "For Exchange" signs, allowed verbiage is as follows.

AVAILABLE
REALTY COMPANY NAME or BY OWNER

Owner or Agent's Address

677-0000

DRE #

~~d) Installation shall be on a 4 X 4 brown post as common on all lot signs. Height of signs shall not exceed 42" from the ground and shall be placed within 10 feet of the curb.~~

- e) No signs shall be installed on golf course exposure of any property. Install only on street side. Vacant lots as well.

- f) Flags, riders, or directional signs shall NOT be allowed.
- g) “Open House” signs shall be allowed during open house hours and be immediately removed each day at the end of the open house. One sign per property and NO SIGNS on any common areas.
- h) If any dispute regarding placement of signs should arise, the decisions of the Architectural Committee may be appealed in writing to the Board.

8. Signs and Posters

XI. SIGNS AND POSTERS

- a) Except for the signs and posters permitted below **and above**, no sign or poster may be displayed on any lot without approval of the Committee or on any common area.
- b) Non-Commercial signs and posters: (1) no **longer larger** than nine (9) square feet; (2) constructed of acceptable materials; and (3) that conform with City, State and Federal law may be posted or displayed from the yard, window, door, balcony, or outside wall of the individual homes. Acceptable materials are paper, cardboard, cloth, plastic or fabric. Unacceptable materials are lights, roofing, siding, paving materials, flora or balloons, or any other similar building, landscaping, or decorative component, **or include including** the painting of architectural surfaces. For purposes of signs and posters permitted by this paragraph, the method by which the sign or poster is posted or displayed must be included within the nine (9) square feet size limit, otherwise, the method by which the sign or poster is displayed must be approved by the Architectural Committee.
- ~~c) A professionally prepared sign that complies with the City’s requirement may be posted in a yard advertising a home as for sale or lease.~~

9. Flags and Banners

XII. FLAGS AND BANNERS

Except for the flags and banners permitted below, no flag or banner may be displayed on any lot without the approval of the Association’s Architectural Committee or on any common area.

- a) Non-Commercial flags and banners: (1) no larger than fifteen (15) square feet; (2) constructed of acceptable materials; and (3) that conform with City, State and Federal law may be posted or displayed from the yard, window, door, and balcony or outside wall of the individual homes. Acceptable materials are paper, cardboard, cloth, plastic or fabric. Unacceptable materials are lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. For purposes of flags and banners permitted by this paragraph, the method by which the flag or banner is posted or displayed must be included within fifteen (15) square feet size limit,

otherwise, the method by which the flag or banner is displayed must be approved by the Architectural Committee.

- b) A resident may display a flag of the United States made of fabric, cloth or paper displayed from a staff or pole or in a window.

XIII. **CONDUCT**

Homeowners, residents and their guests and vendors/contractors are not permitted to berate, engage in belligerent discourse, verbal abuse, such as foul language, yelling, screaming or otherwise attempt to order or give instructions to the staff of the Master Association, Security, or a Third-Party Vendor of the Master Association. This does not mean that it is a violation to contact Security, the Master Association, or the Board to present a concern, grievance, or to advise about a perceived problem, including safety issues. This rule is intended to make the common sense point that the homeowners, residents, and their guests and vendors/contractors are not allowed to assume a supervisory role in the operation of the community which is the obligation of the Master Association Board of Directors and/or their agent(s). Homeowners, residents, and their guests and vendors/contractors should direct any complaints and/or suggestions they may have to the General Manager. Any complaints regarding the General Manager or the management staff, Access Control and/or any BCMA vendors/contractors shall be directed to the General Manager and/or the Board of Directors if necessary. Homeowners, residents, and their guests, vendors/contractors are not permitted to engage in any verbal abuse to any of the Association management, such as foul language, yelling, screaming, physical harm or the appearance of potential physical harm.

COMMON AREA

Common Area is the land and/or improvements designated for common use and enjoyment of all residents the real property and all improvements thereon owned by BCMA. (Art. I, Sec. 5, of the CC&Rs.) All residents should be aware of Article VI, "Duties and Powers of the Association". The BCMA has ~~duties and the~~ power to manage, maintain, and operate all of the Common Area and all facilities thereon.

I. **DAMAGE**

- a) ~~The homeowner~~ Each Owner is responsible for any damage to the Common Area caused by that ~~homeowner~~ Owner, or that ~~homeowner~~ Owner's family, tenants, guests or invitees. An assessment may be levied against the ~~homeowner~~ Owner ~~should Common Area not be restored to its original condition, after due process for any damage to and the cost to repair Common Area after notice and hearing.~~

II. **RESIDENTS & GUESTS**

- a) The Bylaws state: "Every person or entity who is an Owner of a Lot shall be a Member of the BCMA as provided in the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which gives rise to such membership in the Association. Ownership of such Lot or interest therein shall be the sole qualification of membership. The provisions of these Bylaws which are binding upon all Members **are not exclusive, and Members** shall also be subject to the terms and provisions of the Declaration, the Articles and **Association BCMA** Rules."

- b) The resident spouse or co-habitant ~~of resident Owner or tenant~~ will be treated as a resident with use privileges.
- c) Leaseholders are afforded the assigned privileges of their landlord (owner) and ~~it will be~~ It is the responsibility of the ~~property~~ Owner to ~~property promptly and fully~~ notify the management office that they have leased or rented their property. Tenants are also required to register with the management office. Privileges are extended to the ~~occupant (and their guests)~~ registered residents of the property only.
- d) ~~Owners and Rr~~ Residents are responsible for the conduct of their tenants, guests, and family members at the Community Center ~~or elsewhere on the Common Area~~ at all times and will be liable for any violations or fines that may be imposed.
- e) Residents may invite guests to the Community Center but must accompany their guests at all times. For number of guests allowed see guest limit under each facility section. If it is determined that a resident has abused the guest privileges by allowing improper use of the facilities then a citation and subsequent fines may be imposed, as well as suspending the rights to use the recreational facilities.
- f) ~~The privileges of v~~Visitors and guests who ~~continue to~~ violate these rules may ~~be~~ subject the ~~responsible owner~~ to increasing levels of fines ~~and/or~~ have ~~their the owner's guest access~~ privileges revoked ~~or restrained~~ at the discretion of the Board.
- g) The Association's management and Access Control officers ~~have been instructed in the rules of the Community Center and they~~ represent the BCMA at the facility. Complaints concerning conflicts between Members, management and/or Access Control officers shall be submitted in writing to the Board and signed by the complainant. If a complaint is from a guest, the Member must also sign the complaint. No oral ~~or anonymous~~ complaints will be acted upon.
- h) The Access Control Officers have been authorized to randomly check and verify ~~validity identity~~ of all ~~residents persons~~ using BCMA Facilities; failure to cooperate in providing ~~information identification~~ WILL constitute a violation ~~and subject to ALL proceedings~~.

~~8. Children under the age of (14) fourteen are not permitted in the Community Center unless escorted and supervised by an adult member over the age of (18) eighteen. If parents or a guardian are not with the children they will be requested to leave~~

- i) Bicycles or similar devices are not permitted on the ~~grounds covered areas~~ of the Community Center. They must be parked in the parking lot's bicycle rack.
- j) No Golf carts shall be allowed to be driven or parked within the covered areas of the Community Center except for ~~by~~ residents ~~baring a Handi-cap placard with a disability~~. Golf carts may be driven in the open areas however shall not be parked on walkways or entryways ~~as to block access~~. BCMA encourages parking of the golf cart in the parking lot while using the facilities.

- k) Management and/or access control personnel have the authority to ask anyone to leave the Community Center for infractions of the rules or for safety ~~purposes is threatened. Management may also prohibit entry to anyone for up to one week for each violation or for a longer period with authorization of the Board.~~
- l) Residents must carry ID or Gate Entry Software for use of amenities while at the Community Center. The ID may be inspected by Access Control and/or Office Staff upon request.
- m) When a lot is sold, owners are required to return their Common Area Key to the onsite office. If not returned, a fee of \$400.00 will be imposed and collected at the time of escrow closure.

III. **RULES FOR USE OF THE FITNESS FACILITY**

- a) Regular operating hours for the Fitness facility will be posted at the management office and may be changed from time to time. It is the responsibility of the Member to know these hours and no person shall use the Fitness facility unless it is officially open. Anyone entering any part of the Fitness facility when the facility is closed may be issued a Notice of Alleged Violation. Violations of any Fitness rules may include fines and/or loss of facility use privileges.
- b) Appropriate attire for the Fitness facility shall be casual workout attire, including T-shirts, gym shoes, warm-up suits, sweat pants, tights and leotards. Jeans, jean shorts and other clothing with belts, buckles, zippers or other features that may be destructive to upholstery or any of the equipment is not permitted. Shirts must be worn at all times. Appropriate athletic footwear without heels and having non-marking soles must be used. Sandals, open-toed shoes, bathing suits and bare feet are prohibited.
- c) All refuse must be placed in the trash containers provided for this purpose. Keeping the Fitness area clean is everyone's responsibility.
- d) Personal radios, iPod type players or other devices with earphones are permitted in the Fitness area. All devices should not disturb others using the facilities. Management approved group activities are allowed to use players or similar devices without earphones.
- e) Each user must provide their own clean towel and keep the towel in their possession at all times. If you are working out without a towel you will be asked to leave. For sanitary measures and as a courtesy to other members, all equipment must be wiped off after use. Spray cleaners are available if needed.
- f) ~~Users of the fitness facility do so at their own risk. Users should consult their own physician prior to use. Anyone who uses any equipment must should be knowledgeable with the safe use of that apparatus; otherwise, they cannot use it. Residents and Owners are responsible for ensuring their guests and family members are able to safely use the equipment.~~
- g) All weights and other equipment must be returned to their proper places at the completion of use.

- h) Individuals or groups are not permitted to dominate any area of the fitness facility and must move from station to station at a reasonable speed. Allow others to work in on weight equipment and be conscious of those waiting during peak times. During peak hours and while others are waiting, the time limit on each piece of equipment is 10 minutes and the time limit for the cardio-vascular equipment is 30 minutes.
- i) Smoking and tobacco chewing are prohibited in the Fitness facility. Glass or breakable containers/objects are not allowed in the Fitness area.
- j) Pets are not permitted in the Fitness facility ~~except for animals assisting the disabled.~~
- k) Persons who have open wounds and/ or infectious skin diseases ~~are will~~ not ~~be~~ allowed in the Fitness facility. Sanitary habits are a responsibility of everyone, and anyone displaying improper behavior will be asked to leave.
- l) Members and guests may not display actions that are unsportsmanlike or rude, or misuse, move or alter any portion of the Fitness facility environment or property.
- m) ~~No one under the age of fourteen is allowed to use the Fitness equipment, unless accompanied by an adult (over the age of (18) eighteen).~~ The Master Association, its Directors, officers, agents and employees assume no responsibility for any accident or injury incurred in connection with the use of the Fitness center or for any loss or damage to personal belongings.
- n) Residents are allowed two (2) guests per household while using the fitness facility (gym). Residents must accompany their guest at all times. Residents are responsible for violation of these rules and other association governing documents committed by their family, guests, or invitees. ~~Guests of Owners found to be abusing this privilege may be denied access by the Board of Directors.~~
- o) Private and/or individual trainers must register with management and provide whatever documentation is from time to time required by Bear Creek Master Association; provided however that no private and or individual trainer shall give lessons or training of any kind to any non-resident.
- p) Residents must carry a form of ID at all times while in the Community Center. The ID should display the resident's photo and address and may be inspected by Access Control and/or Office Staff.

IV. **RULES FOR USE OF THE POOL AREA**

- a) The pool is unsupervised and there is **NO LIFEGUARD ON DUTY**. ~~Children under the age of 14 shall not use pool without a parent or adult guardian in attendance.~~
- b) Any person with health or physical problems should obtain his or her physician's permission before using any of the Swimming Pool and Spa facilities. The Master Association, its Directors, officers, agents and employees assume no responsibility for any accident or injury incurred in connection with the use of the facilities or for any loss or damage to personal property.

- c) Safety is of primary concern to the Master Association and its Members. All persons using the Swimming Pool and Spa facilities do so at their own risk and agree to abide by the Rules for use of the facility. All persons using the facilities assume full risk of loss and responsibility, **including** for damage to their health. It is the responsibility of users to consult a physician before using any of the facilities.
- d) Regular operating hours for the Pool area will be posted at the management office and may be changed from time to time. No person shall use the pool area unless the pool area is officially open. Unauthorized use of any part of the Pool area when the facility is closed will result in a Notice of Alleged Violation being issued. Violations of any Pool rules may carry a fine and/or loss of Pool area use privileges. Entry by resident key only; sharing of pool key is prohibited.
- e) ~~All children under the age of fourteen must be accompanied by an adult resident at least eighteen years of age. Large groups of more than (4) four must first be approved by the management office and Members must register all of their guests. Guests of more than (10) ten persons per household are not allowed.~~
- f) Children under the age of four will not be allowed in the pool at any time unless accompanied by an adult. They are not permitted in the spa under any circumstances with or without an adult.
- g) Children under the age of fourteen are not permitted in the spa.
- h) All swimmers should utilize the “buddy” system and be courteous to other swimmers.
- i) All swimmers shall take a shower and thoroughly rinse off before entering the pool or spa. Parents are encouraged to instruct their children in this procedure.
- j) Persons who have **obvious** infections (colds, lesions, open sores, etc.) **are will not be** allowed in the pool or spa. Sanitary habits are a responsibility of everyone and anyone displaying improper behavior will be asked to leave the pool area.
- k) Tables, chairs, and lounges may not be reserved and are available on a first-come, first- served basis. Pool gate doors shall remain closed. No door shall be kept ajar.
- l) Absolutely no alcohol permitted in Swimming Pool and Spa area.
- m) Smoking and tobacco chewing are prohibited in the pool area. Glass or breakable objects/containers are not permitted in the pool area.
- n) Swimmers must wear proper bathing attire. No cut-offs, dungarees, or similar attire will be permitted. Street shoes are prohibited in the pool area. Tight legged rubber pants over cloth diapers or swim diapers must be worn by all incontinent persons at all times. Disposable diapers are prohibited.

- o) Non-swimmers and novice swimmers ~~are will not be~~ permitted in deep water and are prohibited access to the pool unless supervised by a ~~swimming adult~~ **competent swimmer aged 14 years or older.**
- p) Unauthorized athletic equipment is prohibited in or near the pool or spa. Goggles and swim fins/ flippers are allowed in the pool.
- q) No large pool toys (including large squirt guns, rafts, balls, etc.), play-pens or wheeled vehicles (except wheelchairs and strollers) are permitted in the pool area. ~~For safety purposes, only USCG approved instructional~~ **Instructional** floatation devices may **only** be used under the supervision of an adult.
- r) Pets ~~(except animals assisting the disabled)~~ will not be allowed anywhere in the Pool area.
- s) Diving, running, pushing, wrestling, dunking, standing or sitting on another's shoulders is prohibited.
- t) All refuse must be placed into the trash containers provided. Keeping the facility clean is everyone's responsibility.
- u) The pool and/or spa may be closed at the discretion of management due to operational breakdowns or weather conditions and must be vacated immediately.
- v) Personal radios, iPod type players and similar devices with earphones are allowed in the pool decking area but not in the pool. All devices should not disturb others using the facilities. Management approved group activities are allowed to use players or similar devices without earphones.
- w) The designated swim lanes are to be used for swim laps only and no one is to hang onto the lane lines. Designated hours for lane lines are 6:00 a.m. – 9:00 a.m. daily. Please ensure all lap swimming within the lap lines is concluded by 9:00 a.m.
- x) Anyone using the sauna does so at their own risk. Persons must be (14) fourteen years of age or older to use the sauna. Anyone using the sauna must sit on a towel. For safety reasons, use of the sauna is limited to 10 minutes.
- y) Individuals at high risk (pregnant women, anyone taking prescription medicine, anyone using alcohol, or persons with elevated blood pressure, diabetes or heart disease, etc.) should not use the sauna or the spa unless approved by their physician.
- z) Residents must accompany guests at all times and each ~~family household~~ is allowed up to ~~four (4) guests a group of~~ **(10) ten** in the pool area. Permission from Management is required should your guests exceed the maximum allowed.
- aa) Residents are permitted to bring (1) one guest to any group lesson or clinic held in the pool, subject to availability of space in any such group lesson or clinic.

bb) Incontinent persons and persons with a communicable gastrointestinal illness are not allowed in the spa or pool.

~~28. Non-potty trained children, incontinent adults and persons with a communicable gastrointestinal illness are not allowed in the spa or pool.~~

~~29. Hair longer than shoulders must be tied back or in a swim cap while using the pool.~~

cc) Pool capacity – 156 persons.

dd) PRIVATE / INDIVIDUAL TRAINING / INSTRUCTING OF A NON-RESIDENT IS STRICTLY FORBIDDEN.

ee) Residents must carry a form of ID or Gate Entry software at all times while in the Community Center. The ID should display the resident's photo and address and may be inspected by Access Control and/or Office Staff.

V. **RULES FOR USE OF THE TENNIS AND PICKLEBALL COURTS**

a) Tennis and Pickleball Court Hours:

Hard Courts ~~6 & 7~~: 7:00 a.m. to ~~11:00~~ 10:00 p.m.

~~Clay Courts & Center~~ Lighted Tennis Courts ~~Court~~: 5:00 a.m. to ~~11:00~~ 10:00 p.m.

b) ~~Safety is of primary concern to the Master Association and its Members.~~ All persons using the tennis and pickleball courts do so at their own risk and agree to abide by the Rules for use of the tennis courts facility.

c) The Master Association, its Directors, Officers, Agents and Employees assume no responsibility for any accident or injury incurred in connection with the use of the facilities or for any loss or damage to personal property. All persons using the tennis courts facility assume full risk of loss and responsibility for damage to their health. It is the responsibility of the user to consult a physician before using any facilities.

d) ~~Use of the pickleball courts is subject to a set of guidelines posted at the court complex that describes player court availability and player rotation into games.~~

e) ~~Residents may bring guests to play. However, from 8 a.m. to 12 p.m. residents are allowed no more than 3 guests per household. The resident must always be present at the court complex with the guest(s). The resident is not required to be in the same game as the guest(s) on the pickleball courts.~~

f) Tennis play will be on a “first-come, first-serve” basis, seven days a week.

g) Length of play is (2) two hours. If no one is waiting, players may continue until someone seeks the court.

h) Players must wear proper ~~clay or~~ hard court ~~tennis~~ shoes. Hard-soled shoes with any kind of heel, or shoes with soles which mark-up the court are not permitted.

- i) Proper ~~tennis~~ attire shall be tennis shoes, tennis shorts ~~or~~ , pants ~~or skirts~~ and t-shirt or sweat clothes ~~for men and comparable attire for women.~~
- j) Smoking, eating and tobacco chewing are prohibited on the ~~tennis~~ courts. Glass or breakable objects/containers are not permitted in the ~~tennis~~ court area.

~~9. Personal radios, iPod type players and similar devices with earphones are allowed in the tennis court area but not on the courts. All devices should not disturb others using the facilities. Management approved group activities are allowed to use players or similar devices without earphones.~~

~~10. Regular operating hours for use of the Tennis Courts will be posted in the on the bulletin board located at Tennis Court #1 and may be changed from time to time. It is the responsibility of the Member to know these hours and no person shall use the courts unless they are officially open for use. If any Member and/or their guest(s) enter and attempt to play during a period when the courts are not officially open for play, they may be issued a Notice of Alleged Violation.~~

~~11. Residents must accompany guests at all times and each resident is allowed up to (3) three guests on the tennis courts.~~

~~12. After court play, players are responsible for sweeping and lining clay courts.~~

- k) All personal trainers must register with Management and provide the required documentation. Residents are permitted to host a tennis clinic or lesson and have up to three guests in attendance and only allowed to use one court for the duration of the clinic or lesson. Tennis instructors are not allowed to give private lessons to non-residents.
- l) Profane or abusive language, and inappropriate, unsportsmanlike behavior shall not be tolerated.
- m) Excessive noise and shouting that unreasonably disturbs surrounding neighbors is not permitted.

14. Rules for organized Tennis Doubles Activity

~~Men's, Women's and Mixed Doubles teams may be organized as Social Leagues. A Social League is defined as a collection of at least 12 individuals divided into teams that play an established schedule for a championship. The following rules are applicable to League play:~~

~~1. Formation of a League must receive the approval of the Bear Creek Master Association Board of Directors.~~

~~2. Leagues will include Bear Creek residents only.~~

~~3. A League must communicate to the Bear Creek community that all residents are welcome to participate on a first come first serve basis.~~

~~4. A League must establish a start and ending date for each of its seasons.~~

~~5. A League, upon the approval of the BCMA Board, may reserve a maximum of three designated courts for its season, providing they are for periods not in excess of two hours.~~

VI. RULES FOR USE OF THE BOCCE COURTS

- a) Hours of play ~~will be posted at the management office~~ are from 7:00 am to 10:00 pm or as ~~posted at the management office.~~
- b) All refuse must be placed in the trash containers provided for this purpose.
- c) Tables and chairs must be straightened after use.
- d) Bear Creek Bocce Club scheduled league play has priority for court usage.
- e) Outside of league playing times, ~~bocce courts are available for use on a first come and first serve basis. members may use the Bocce courts and can reserve times through the onsite management office. If a Member and any guest fail to show up for play within (30) thirty minutes of their reservation time they will lose their priority for play.~~

~~6. The maximum for playing time will be (2) two hours, subject to change based on demand.~~

- f) Smoking, eating and tobacco chewing are prohibited on the bocce courts. Glass or breakable objects/containers are not permitted in the bocce court area.

~~8. Personal radios, iPod type players and similar devices with earphones are allowed in the bocce court area but not on the courts. All devices should not disturb others using the facilities. Management approved group activities are allowed to use players or similar devices without earphones.~~

~~9. Regular operating hours for use of the Bocce Courts may be changed from time to time by management. It is the responsibility of the Member to know these hours and no person shall use the courts unless they are officially open for use. If any Member and/or their guest(s) enter and attempt to play during a period when the courts are not officially open for play, they may be issued a Notice of Alleged Violation.~~

VII. PICKLEBALL COURT RULES

~~1. Hours of Use: 7AM TO 11PM~~

~~2. Play is Divided into Open Play and Regular Play Times:~~

~~A. During open play, all courts are used by players that enter and exit games in a preset rotation. In effect Monday – Friday 8 a.m. to 10 a.m. and 5 p.m. to 7 p.m., and Saturday 8 a.m. – 11 a.m.~~

~~B. During regular play, courts are available on a first come-first serve basis. Courts can be reserved in advance. In effect during all times when open play is not in session.~~

~~3. Court Rotation for Open Play:~~

A. When (7) or fewer players are waiting, (2) players should come off and (2) players go on. Maximum (2) consecutive games per team.

B. When more than (7) players are waiting, all (4) players go off and (4) new players go on.

~~4. Challenge Court Rules:~~

~~Open to all players at posted times. Players can challenge the winning team for the opportunity to play the next game. Challengers must be near the court and ready to play when the current game is over. Winners can stay together for (2) games. After (2) consecutive wins they must split up or vacate the court. In no case shall any player play more than (4) consecutive games if there are other players waiting.~~

~~5. Residents are allowed (3) guests and must always be present with their guest. Priority shall be given to residents whenever possible.~~

~~6. Players must wear proper hard-court tennis shoes. Hard-soled shoes which will mark up the court are not permitted.~~

~~7. Profane or abusive language, and inappropriate, unsportsmanlike behavior shall not be tolerated.~~

~~8. Excessive noise and shouting that disturbs surrounding neighbors is not permitted.~~

~~9. Radios and other devices should not disturb others using the facility.~~

~~10. Line calls are made by the receiving side team. In cases where the call is uncertain, the opposing team is awarded the decision.~~

~~11. First serve of the game is started on the North side of the court.~~

VII. PRIVATE AND INDIVIDUAL TRAINING INSTRUCTION

- a) All personal trainers must register with Management and provide the required documentation, including proof of insurance. **PRIVATE / INDIVIDUAL TRAINING / INSTRUCTING OF A NON-RESIDENT IS STRICTLY FORBIDDEN.**

VIII. GENERAL INFORMATION

- a) Garage and Estate Sales are prohibited.
- b) Stop Signs have been erected at all intersections for the protection of human and animal life. Vehicles are required to STOP AT ALL STOP SIGNS.

- c) It is imperative that drivers adhere to the posted speed limit signs in the community. The speed limit will vary depending on location, traffic and site conditions. Please note that failure to adhere to posted speed limits will be cause for immediate traffic citation.
- d) Use of skateboards, roller skates, and bicycles on or through planted areas or in **recreational** Common Area is prohibited. Skateboards, skates, and inline skates are prohibited on all BCMA streets. All other devices used on BCMA streets must have handles and a braking system, i.e., scooters, bicycles, etc.

IX. **FACILITY RENTAL POLICIES AND PROCEDURES**

- a) The only areas that can be reserved for a private function ~~is are~~ the Bear's Den, Bear's Cave, ~~Patio Covered Pool Area~~ and the Pavilion located outside at the back of the Bear's Den. ~~The Cardio room, spa, and tennis court areas without Board approval.~~
- b) ~~Within two (2) business days of any verbal reservation, a~~ A signed copy of the Policies and Procedures, and Reservation Agreement must be completed and delivered to the **HOA on-site management** office along with separate checks for any fees and deposits made payable to the Bear Creek Master Association, **due at the time the reservation is made**. Reservations may not be taken more than ~~3 months~~ **12 months** in advance for regular scheduled events. Fees and deposits are as follows:
 1. Facility use fee includes the Pavilion
 2. Facility Use Fee: \$75.00 non-refundable (N/A to BCMA Group rentals)
 3. Security Deposit: \$250.00 for all rentals except those serving Alcohol. Events with Alcohol are required to post a \$500.00 deposit and obtain a **liability insurance** Rider on their Homeowners policy for the limit of \$1,000,000 to cover the event.
 4. All rentals shall be required to leave ~~both the Pavilion, Bear's Den and Bear's Cave~~ the facilities clean. If additional cleaning is required by the Janitorial staff, the rate is \$35.00 per hour and will be taken from the Security deposit.
 5. No more than 50 individuals will be allowed in the Bear's Den at one time ~~and overflow shall defer to the Pavilion area.~~
 6. There will be no use fee for the Bear's Cave, however no more than 12 **guests attendees** will be allowed. A \$150.00 Security Deposit is required, and any additional clean-up will be taken at a \$35.00 per hour rate from the Security deposit.
- c) **Bear Creek Resident Only Groups/Recurring Activities**
A Bear Creek resident only group will be allowed to rent the Bear's Den and Pavilion at no charge providing there are no paying events scheduled. BCMA Resident only groups will be required to

provide a list of the Bear Creek group, provide a \$250.00 deposit, and will need to re-apply and post a new deposit every 90 days. Any clean-up fees from the scheduled group activity will be taken from the deposit. All other rules regarding Facility use will apply including a larger deposit and a Rider for liability coverage if alcohol is served at the activity.

X. NO SOLICITATION

- a) No **commercial** solicitation is allowed within the Bear Creek Community. Any resident encouraging, or enabling any vendor to do so, will be in violation of the Bear Creek Master Association Rules and Regulations and subject to the fining process.

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FACILITY RENTAL POLICIES AND PROCEDURES

1. Bear's Den, Bear's Cave, ~~Patio Covered Pool Areas~~ and the Pavilion located outside at the back of the Bear's Den (hereafter called the "Clubhouse") are available for private functions by advance reservation, not to exceed 12 months in advance of the event for Homeowners of Record/Tenant only and their guests. The Homeowner/Tenant signing the reservation agreement must be in attendance at all times. Availability is on a "First Come First Serve Basis."
2. ~~The only area that can be reserved for a private function is the Bear's Den, Bear's Cave, Patio Covered Pool Areas and the Pavilion located outside at the back of the Bear's Den. The cardio room, spa and tennis court areas may not be reserved without Board approval.~~
3. Availability dates for the Clubhouse will be at the sole discretion of the Board of Directors, and the Board may adopt a policy to limit availability.
Hours of Availability: 7:00am – 11:00pm (includes **setup and** clean up time).
4. Minors under eighteen (18) years of age must be **accompanied** and chaperoned by the Homeowner of Record/Tenant who reserved the Clubhouse.
5. Functions involving solicitation and illegal substances, as well as subleasing is strictly prohibited.
6. ~~If you wish to reserve the pool for a party/gather and your party consists of more than ten (10) children under the age of eighteen (18), a Lifeguard will need to be contracted by the Applicant/Homeowner or Tenant. A copy of the Lifeguard ID card and insurance must be provided to Management Staff five (5) days prior to the event. This permission will allow a member to reserve the use of the pool on a weekday or weekend any time before 1:00 p.m. for a minimum of two (2) hours.~~
7. Alcohol is permitted under the following conditions:
 - a) Homeowner of Record/Tenant must carry insurance of \$1,000,000.00 and name Bear Creek Master Association **and The Management** as additional insured on such policy. The proof of the insurance must be presented to the on-site **Property** Management office **at least 14 days** prior to the start of the function.
 - b) ~~Insure that no minor or intoxicated person will be served alcohol.~~ In accordance with California State Law, no one under the age of 21 shall be served an alcoholic beverage while on the premises. If alcoholic beverages are served at the rental function, no minors are to be present without a consenting parent or guardian.
 - c) \$500.00 Refundable Security Deposit (if all conditions of Agreement are met).


BEAR CREEK
Bear Creek Master Association

8. A maximum of fifty (50) individuals will be allowed at private functions in the Bear's Den. Note: the use of the Pavilion at the back of the Bear's Den when guests exceed the maximum capacity of the Bear's Den. Maximum of twelve (12) individuals will be allowed at the private functions in the Bear's Cave.
9. ~~Within two (2) business days of any verbal reservation, a~~ signed copy of the Policies and Procedures and Reservation Agreement must be completed and delivered to the ~~HOA on-site management~~ office along with the separate checks for any fees and deposits made payable to the Bear Creek Master Association, ~~due at the time the reservation is made~~. Fees and deposits are as follows:
- Facility Use Fee: \$75.00 – a non-refundable use fee is required for all rentals, except authorized Bear Creek Residents-only events.
- Security Deposit: \$250.00 – security deposit for the Bear's Den - refundable if all conditions of the Rental Agreement are met.
\$500.00 – security deposit for the Bear's Den if serving alcohol – refundable if all conditions of the Rental Agreement are met.
\$150.00 – security deposit for the Bear's Cave - refundable if all conditions of the Rental Agreement are met.
10. Decorations must not discolor or damage walls and furnishings. Only masking tape which does not damage any wall and/or furnishings will be permitted to fasten decorations. All decorations must be removed, including tape.
11. Any spill/stain to furniture or floors must be cleaned immediately. Stains noted at inspection will result in an automatic cleaning fee of \$35.00 per hour being deducted from the security deposit. Any additional amount needed for extra cleaning, repair or replacement will be deducted or assessed to the owner. **All Homeowners of Record/Tenants renting the facility will be expected to bring their own supplies, i.e. vacuum, mop, paper towels, etc. in order to leave the facility clean.**
12. If a Homeowner of Record/Tenant in any way caused a disturbance to other residents, or allows misuse of the building facilities, may be fined and denied use of the Clubhouse in the future.
13. Clubhouse rules will be strictly enforced. Violation of any of the Rules may result in forfeiture of the deposit at the discretion of the Board of Directors and/or additional fines.
14. Tenants may reserve the Clubhouse for their use and abide by the same rules as the Homeowner of Record.


BEAR CREEK
Bear Creek Master Association

15. Board of Directors meetings, Sub-Association meetings, Committee meetings, and Association functions have preference over the reservations.
16. No smoking, **and tobacco chewing inside the Clubhouse or Restroom facilities within the facilities and its grounds.**
17. The following items must be completed in a satisfactory manner prior to the security deposit being returned:
 - a. ALL GARBAGE MUST BE BAGGED, TIED AND REMOVED FROM THE CLUBHOUSE AND TAKEN TO THE **DUMPSTER TRASH CAN IN PARKING LOT.**
 - b. Turn off all appliances except the refrigerator.
 - c. Any extra items brought in must be taken out of the Clubhouse. No items are to be left in the refrigerator or freezer and it shall be cleaned of any spills and/or food stains.
 - d. Replace all furniture to its original location.
 - e. Floors are to be mopped thoroughly ~~in meeting room~~ **the clubhouse** and kitchen area.
 - f. Counters are to be wiped down and all sinks cleaned.
18. Dues must be current and owner must be in good standings to reserve the Bear's Den or Bear's Cave.
19. Bear Creek Resident-only groups and Recurring Events will be allowed to rent the Bear's Den and Pavilion at no charge providing there are no other paying events scheduled. For Recurring Events, if a paying resident shall wish to rent the facility, the non-paying Resident-Only group will be asked to relocate their activity for the one event. Bear Creek Resident-Only groups will still be required to provide a \$250.00 deposit and will need to re-apply and post a new deposit every 90 days. Resident-Only groups will also be required to provide a list of the residents in the group. Any clean-up fees from the scheduled group activity will be taken from the deposit. All other rules regarding Facility use will apply, including a larger deposit of \$500.00 and proof of insurance if alcohol is served at the activity.

I hereby agree to all provisions within this Agreement and understand that I am responsible for the condition of the Clubhouse.

Name (Printed)

Signature

Date


BEAR CREEK
Bear Creek Master Association

FACILITY RENTAL APPLICATION

Name: _____

Address: _____

Phone 1: _____ Phone 2: _____

Date Reserved: _____ Time: Start _____ Finish _____

Type of Event: _____ Number of Guests _____

Event Insurance Required: Yes (only if alcohol is served) No

Facility Use Fee: \$75.00 – A non-refundable use fee is required for all rentals.

Security Deposit: \$250.00 – Refundable if all conditions of Rental Agreement are met. To be replaced every 90 days if recurring Bear Creek Residents-Only event.

\$500.00 – If serving alcohol. Refundable if all conditions of Rental Agreement are met.

Bear's Cave: \$150.00 – Refundable deposit for Bear's Cave only. Refundable if all conditions of Rental Agreement are met. To be replaced every 90 days if recurring Bear Creek Residents- Only event.

Please enclose **a separate** checks for **both** the Facility Use Fee and the noted Security Deposit amount, payable to Bear Creek Master Association.

Name (Printed)

Signature

Date



FACILITY RENTAL LIABILITY WAIVER

I acknowledge and agree, on behalf of myself and my family, that the use of the Bear Creek Master Association (BCMA) facilities, grounds and landscape areas located in Murrieta, operated by BCMA involve potential risk of serious physical injury to a person undertaking these activities, or using these athletic and recreational facilities. I fully understand that activity upon BCMA property may, by its very own nature, be hazardous and that it can lead to injury to me, my family, my guests and/or damage to my property.

I understand that by signing this form, my family, and I agree to assume the risks of potential injury, to which I am voluntarily exposing my family, my guests, and myself by participation in social or recreational activities at the facilities of BCMA.

On behalf of myself, my family and my guests, I release from liability and hold BCMA harmless for any damage, injury and/or claim of any kind, whether to a person or property as a result of such activities, and waive my claims that I, my family and/or my guests, may otherwise have or acquire against the association its officers and directors, agents, or employees for any injury occurring to me, my family, or to my guest, whether to person or property, as a result of any use of BCMA property or participation in athletic or recreational activities on the facilities and grounds of BCMA.

I have read the required the Facility Rental Policies and Procedures, and this Rental Liability Waiver. I accept the liability for damage to BCMA property, for injury to persons admitted to the facility and the cost of any repairs or cleanup. I understand that in the event I, my family and/or guests violate any of the regulations, or if I provide inaccurate information on my application, the BCMA reserves the right to cancel my function at any time, charge any and all expenses incurred and deduct any fines and/or penalties incurred by this violation from my security deposit.

Name (Printed)

Signature

Date

BEAR  CREEK
Bear Creek Master Association

Bear Creek Master Homeowners

Re: Additional Insurance Coverage

If you are unable to obtain a rider for additional insurance coverage by naming the Bear Creek Master Association and **The Management** as additional insured, **please you might** contact one of the companies listed below.

RV Nucio Insurance
800-567-2685
Online: rvnucio.com

www.rvnuccio.com
www.theeventhelper.com
www.wedsafe.com

Please be advised that the insurance referrals above are not recommendations from the Association or management company. The list is meant to be used as a resource to help residents find a select provider. Residents need to do their own due diligence when selecting an insurance provider.

DO NOT WRITE BELOW – OFFICIAL USE ONLY

Date of Inspection: _____

Condition of Clubhouse after facility rental:

Return Security Deposit: Yes ___ Amount: _____ No ___

Signed: _____ Date: _____

ENFORCEMENT PROCEDURES AND FINE SCHEDULE

1. In the event of an alleged violation of the Bear Creek Master Association ("BCMA") CC&Rs, Bylaws or Rules and Regulations ("Governing Documents") by an owner or an owner's family member, guest, invitee, agent, or tenant, the Board of Directors will generally follow the enforcement procedures outlined below. Provided, however, that, when the circumstances warrant, the Board may take more immediate action, such as initiating an action in the Superior Court, to secure an owner's compliance with the Governing Documents. Some scenarios may also warrant handling the enforcement process in a different manner; in which case, one or more of the steps below may be repeated or omitted, depending on the circumstances. Nevertheless, for the most part, the Association's Board expects that most violation matters will be handled in accordance with these procedures.

2. **Violation Letters.** The Association may first send a courtesy violation letter to the owner. This letter shall advise the owner of the nature of the violation and the specific section(s) of the Governing Documents violated. The letter shall provide a deadline (typically 15 to 30 days, depending on the nature of the violation) by which the owner must cure the alleged violation, and shall inform such owner that a failure to comply by the deadline may result in fines, other penalties, or other legal action as necessitated by the circumstances and nature of the violation. The Association may send a second, or third violation letter to the owner, before proceeding with a Notice of Hearing.

3. **Notice of Hearing.** If the Violation Letter does not result in compliance by the stated deadline, a Notice of Hearing may be sent to the owner advising the owner that a hearing before the Board or Hearing Committee will be held in connection with the violation. The Notice of Hearing shall be mailed at least ten (10) days before the hearing and will advise the owner of:
 - A. The date, time and place of the hearing and whether the hearing will be before the Hearing Committee (appointed by the Board) or the Board;
 - B. The nature of the dispute/violation, with references to provisions of the Governing Documents that have been violated;
 - C. The necessary corrective action (if appropriate);
 - D. The disciplinary measure or measures that may be imposed; and
 - E. The owner's right to attend the hearing, offer evidence and testimony and address the Committee or Board

4. **Hearings.** Hearings will be conducted in executive, or closed, session. The owner shall have an opportunity to present his or her case (5 to 10 minutes). The Hearing Committee or Board shall then take the matter under submission and notify the

owner in writing of the determination, and the reasons for any disciplinary measures imposed, within fourteen (14) days. Any disciplinary action may take effect no sooner than five (5) days after the hearing. If a decision to impose disciplinary action was made by a Hearing Committee and not the Board, the owner upon which the disciplinary action was imposed may, within 30 days of the written notice of the action, appeal that determination in writing to the Board of Directors. The Board will consider the appeal and send the owner a written response.

5. Disciplinary Actions. Potential disciplinary actions include, in addition to any others provided for by the Governing Documents, California law and/or as necessitated by the facts and circumstances of the particular matter:
 - A. Levy a fine or fines, in accordance with the Fine Schedule. Depending upon the nature of the violation, if the initial hearing and fine stage do not resolve the matter, the owner may be invited to further hearings to discuss the imposition of additional fines or other disciplinary action.
 - B. Suspend the owner's rights to use common area recreational facilities.
 - C. Suspend vehicle transponder(s)/RFID tags.
 - D. Levy a Reimbursement Assessment. If the Association incurs expenses to correct property damage to the Common Area or bringing an owner into compliance with the Governing Documents, the Board may levy a Reimbursement Assessment in the amount of such expenses.
 - E. Removal of Vehicles. The Association may, at the vehicle owner's expense, tow any vehicle from BCMA common area that is parked or maintained on the common area in violation of any BCMA rule or policy.
 - F. Dog or other animal removal. The Board may require removal of any animal which constitutes, in the Board's opinion a nuisance to the community.
 - G. Legal Action. If a violation is not corrected following disciplinary action, or at any time in the Board's discretion, the Association may pursue Internal Dispute Resolution ("IDR") or legal action against the Owner, including Alternative Dispute Resolution and/or a lawsuit seeking damages and/or injunctive relief in the Superior Court. Should legal action be necessary, the Association will seek to recover its attorneys' fees and costs as provided in the Governing Documents and California law. As contemplated by the IDR

requirements of Civil Code Section 5915, the Board may request that a Member meet and confer with a designated member of the Board of Directors in an attempt to resolve a dispute. The Board may propose IDR at any point in the enforcement process, even prior to noticing a hearing. The Association will participate in any Member-requested IDR pursuant to Civil Code Section 5915.

6. Potential Adverse Health or Safety Impact on the Common Area or Another Owner's Lot. In order for the Hearing Committee or Board to impose a fine in excess of \$100.00 for a health and safety violation identified below, the Board must first have adopted, in an open session Board meeting, a written finding specifying the potential adverse health or safety impact. This can be done by the Board by category of violation (i.e., a blanket finding that an attack by a dog occurring on the common area may result in an adverse health or safety impact) and/or on an ad-hoc basis regrading a specific violation scenario.
7. Curing Violations. Some violations may cease, but not be "cured" such as a noise violation, dog attack, speeding, common area trespass, etc. If a violation is cured through corrective action taken by the member prior to the hearing, no disciplinary action may be imposed. Also, if curing a violation would reasonably take longer than the period between the sending of the hearing notice and the date of the hearing, and the member provides financial commitment to cure the violation, no disciplinary action may be imposed.

FINE SCHEDULE

Reasonable fines for violations shall be levied in accordance with the following schedule:

General Violations	Fine Amounts
Failure to maintain lot (including landscaping thereon) in a neat and attractive condition	\$100.00
Maintenance of a nuisance, noxious or offensive activities (e.g., unreasonable levels of noise, nuisance violations, unsightly conditions, etc.)	\$100.00
Unauthorized improvements to property	\$100.00
Failure to timely complete authorized improvements	\$100.00
Violation of parking restrictions	\$100.00
Traffic – minor moving violation	\$100.00
Minor violations listed in the Enforcement Citation and Enforcement Policy	\$100.00
Trash containers not screened from view, or set out more than 8 hours before and after scheduled trash collection	\$100.00

Any (non-health and safety) violation of the Bylaws, CC&Rs or Rules & Regulations not specifically mentioned above	\$100.00
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Health and Safety Violations	Fine Amounts
Dog off-leash	\$250.00-\$500.00
Dog bite or attack incident	\$500.00-\$1,000.00
Traffic – medium moving violation	\$200.00
Traffic – major moving violation	\$400.00
Traffic – failure to comply with stop signs, posted speed limits and other road traffic signs	\$200.00 - \$400.00
Parking within 15 feet of a fire hydrant or so as to block a driveway (in addition to possible tow)	\$500.00
Damage, alter, steal, destroy or tamper with BCMA access control equipment (in addition to repair cost)	\$1,000.00
Accumulation of debris/trash/animal feces — attracting rodents, vermin or other pests	\$200.00-\$500.00
Failure to abate landscape condition(s) on a lot that create a fire risk	\$250.00-\$750.00
Unauthorized improvements to property that create hazardous conditions	\$250.00-\$750.00
Construction activity or conditions on a property that creates a health and safety risk to persons on the common area or an adjoining BCMA lot (failure to maintain construction fence, dumping/storing construction materials on the road, running extension cords across or on the road, failure to control construction site spills and drainage, etc.)	\$250.00-\$750.00
Hazardous activities in violation of any governing document (risk or harm to person or property) not specifically mentioned above	\$250.00-\$500.00

Continuing Fines for Continuing Violations: As stated in the Enforcement Procedures, if the violation continues past the initial hearing and fine stage, the owner may be invited to further hearings to discuss the imposition of additional fines or other disciplinary action..