



OTAY RANCH FIVE COMMUNITY ASSOCIATION MEETING ROOM RULES AND REGULATIONS

Effective September 19, 2013

The Meeting Room at Countryside Swim Club can be reserved by residents for private parties. The adjacent patio area is included in the Meeting Room reservation if desired, for use at your own risk. **The pool area is not included in the Meeting Room reservation and cannot be reserved for private use.** All reservations are on a first-come, first-served basis. Reservations **must** be made no less than 14 days and nor more than 60 days prior to the requested use date. Only one (1) reservation date will be accepted at a time, per residence. Only complete Meeting Room Reservation Agreements will be accepted.

If a resident wishes to reserve the Meeting Room for a date that it is already booked, the resident can ask Management to place his or her name on a waiting list. If the existing reservation is subsequently cancelled for any reason, the interested resident will be notified of the same and given an opportunity to reserve the room.

The Association's goal is to maintain all Common Area facilities in quality condition. However, periodic wear and tear, as well as season/climatic factors, may temporarily render an area in less than optimum condition. If such a condition occurs, residents are urged to contact Management for assistance. If a resident accepts the Meeting Room conditions, he/she does so with the understanding that the area is in a safe and clean condition.

The Association reserves the right to close the Meeting Room at any time in order to repair, clean or maintain the premises.

General Rules and Regulations - Please read all of the rules and guidelines provided below. Every person using the Meeting Room will be bound by these rules:

- 1) Closing time will be promptly at 10:00 p.m., seven (7) days a week. Entry gate opens at 6:00 a.m. The use of the Meeting Room is limited to these hours. Entry into the area either before 6:00 a.m. or after 10:00 p.m. is prohibited and shall be deemed trespass.
- 2) An adult resident (18 years or older) of the household that rented the room must be in attendance at all times. **No more than 4 guests can be in the pool area at any time.**
- 3) No wet clothing permitted in Meeting Room.
- 4) No pets allowed in the pool facility or the Meeting Room.
- 5) No smoking in or around the Meeting Room and or adjacent areas.
- 6) No commercial use of the Meeting Room is permitted.
- 7) CC&R's and all Rules and Regulations apply to all activities in the Meeting Room. Upon closing, all lights and fans must be turned off, all windows shut and locked and all doors double locked.
- 8) No furniture is to be moved or removed from the facility.
- 9) Noise and music must be kept at a reasonable level so as to not interfere with adjacent homes.

- 10) Prepared food is allowed, but cooking is prohibited. BBQ grills are prohibited at the pool area.
- 11) The possession, serving and/or use of alcoholic beverages is strictly prohibited. The illegal possession and/or use of any drug is also strictly prohibited.
- 12) Glass containers of any kind are not permitted.
- 13) No illegal acts shall be undertaken in the Meeting Room or any other portion of the Common Area.
- 14) All homeowners, residents, guests and invitees using the Meeting Room must conduct themselves in a respectful and courteous manner with due consideration for each other as well as Association vendors and their respective employees.
- 15) The use of obscenities, verbal and/or physical threats or attacks directed toward any user of the Meeting Room or pool complex or to Association vendors will not be tolerated.
- 16) The party reserving the room is responsible for ensuring that no acts that may be dangerous or create a health or safety concern, a hostile environment, turmoil, disruption or disturbance among residents or others in the area are performed.
- 17) No persons utilizing the pool complex may be coerced, cajoled or otherwise encouraged to leave the area while a private party is in progress. At no time may access to and from the pool complex be denied to persons wishing to use the pool.
- 18) If uninvited persons attempt to utilize the Meeting Room during any period that the room is booked by another resident, the resident entitled to use the room shall notify security. The resident shall not attempt to force the removal of the unauthorized person(s) him or herself.
- 19) No rice, birdseed, confetti or similar objects may be thrown in or around the Meeting Room.
- 20) All residents and guests must park on the street. No off-street parking is provided.
- 21) Maximum occupancy is 66 persons. Multiple reservations require Board of Directors approval.
- 22) Any homeowner, resident, guest or invitee unable to control his or her actions due to alcohol, drugs or otherwise shall be required to leave the area immediately.
- 23) The reserving party is responsible for returning the Meeting Room to the condition the room was found in, including wiping down the countertop and any tables and chairs that were used, sweeping, and if needed to return the floor to a clean condition, mopping the floor, removing all decorations and trash and debris related to the party from the Common Area, stacking and putting away all furniture. Any damage to the Meeting Room or other Common Area facilities must be reported to Management no later than the next business day.
- 24) All residents reserving the Meeting Room must provide Management with a Certificate of Liability from their insurance carrier, listing the Otay Ranch Five Community Association as additionally insured for an amount of no less than \$1,000,000, for the day of their event. The certificate must be provided at the time the reservation is submitted. Residents who do not have insurance may obtain a one day policy from the Association's insurance carrier. Instructions for obtaining a one day insurance policy and an example of the required Certificate of Liability are available on the Association's website (www.OR5Countryside.com).
- 25) All persons reserving the Meeting Room shall pay separately, via check, a \$100.00 security deposit. Please note: the reserving party must provide separate checks for the non-refundable usage fee and security deposit. If the Meeting Room is left in good, clean condition, the check for the security deposit will be destroyed by the Association.
- 26) The key shall generally be available for pickup from the Guard Management, Inc. ("GMI") on-site supervisor by the party reserving the Meeting Room at the Santa Paula entry cottage after 6 p.m. the night before the reservation date or before 6 a.m. the morning of the reservation date. Please note that there is a non-refundable charge of \$50.00 if a GMI staff member is required to deliver the key to a reserving party who is unable to pick up the key.

27) Immediately after a Meeting Room event, the reserving party shall undertake the actions identified in point 23 above and shall notify the on-site GMI supervisor so that he/she can inspect the Meeting Room and reclaim the Meeting Room key. Any person failing to promptly return the Meeting Room key to GMI after an event may be assessed the Association's costs to recover the keys or re-key the Meeting Room locks.

The Board of Directors may suspend reservation privileges for any CC&Rs or rules violations after a noticed hearing. The Meeting Room may not be booked by any resident whose membership rights and privileges have been suspended by the Association during the period of that suspension.

Please note that all homeowners, residents, family members and guests use the Meeting Room and other Common Area facilities at their own risk. The Association assumes no responsibility for injury or accidents to persons, or damage and/or loss of property while using the facilities.

The homeowner of the property reserving the Meeting Room for a private party shall be strictly liable for any and all damage to the Meeting Room, patio, restrooms and other portions of the Common Area caused by or resulting from his or her use of the premises, and his or her tenants, guests, invitees, as well as any item under the control of the reserving party or his or her guests and invitees. Additionally, the owner shall be liable for any injury to persons attending the private party and injury to persons caused by or resulting from the private party.

To Reserve Meeting Room

Only the "Owner of Record" is eligible to reserve the Meeting Room. Eligibility is subject to the terms and conditions stated herein. The Owner will be required to:

- Complete, sign and submit to the Association the Meeting Room Reservation Agreement.
- Provide a separate check in the amount of \$100.00 as a security deposit. This check must be made payable to Otay Ranch Five Community Association.

Meeting Room registration shall be arranged with Management during regular office hours, 9:00 a.m. - 5:00 p.m., Monday through Friday, excluding holidays. Management will coordinate with GMI, to provide for obtaining access to the Meeting Room and for return of the key. GMI will contact the reserving party the night before the event to provide a key.

Return of the Meeting Room and Deposit Refund

The Meeting Room must be left in a clean and proper condition. **All trash and other debris must be removed from the premises.** Clean-up is to be completed no later than 9:45 p.m. on the day of usage. Any costs for cleaning, repair of damage, non-return of Meeting Room key or replacing missing items missing after use of the room will be deducted from the deposit and any costs greater than the deposit will be billed directly to the homeowner. The Security deposit will be destroyed after GMI has confirmed that the room was left in acceptable condition. (This evaluation shall be made using the 16 inspection points identified below.)

These Meeting Room Rules and Regulations as amended were duly approved and adopted by the Board of Directors for Otay Ranch Five Community Association at its open meeting held on **November 21, 2013.**



OTAY RANCH FIVE COMMUNITY ASSOCIATION MEETING ROOM RESERVATION AGREEMENT

I (We), the below signed, request to reserve the OR5CA Meeting Room for _____, 20____, to be used for a party from _____ to _____, (6:00 a.m. earliest, 10:00 p.m. latest) at which I (we) or, alternatively, resident _____ will be in attendance at the function at ALL TIMES. I (we) certify that that maximum occupancy will not exceed **66 persons and no more than 4 guests will use the pool. I (we) acknowledge that the room cannot be accessed the night prior to the reserved date for set-up, decorating, etc. and will abide by this and all other rules regarding the use of the Meeting Room. I understand that there are NO EXCEPTIONS to the rules. I (We) further acknowledge and agree that the pool area is not included in the Meeting Room reservation and cannot be reserved for private use.**

I (We) agree to inspect the Meeting Room immediately prior to the scheduled start time and report any damage to Management or security before taking possession of the room.

Initial _____

I (We) assume all responsibility for all damages to the Meeting Room and the contents and furnishings including, but not limited to, fire damage and broken windows. This liability is not limited to the amount of the Security Deposit.

Initial _____

I (We) agree not to serve or allow consumption of alcohol or illegal drugs on the premises. **Initial** _____

I (We) agree that the OR5CA accepts no responsibility in the event of damage to personal property or personal injury related to the access or use of the Meeting Room and other Common Area facilities.

Initial _____

I (We) have read and agree to abide by the Covenants, Conditions and Restrictions of the Association pertaining to the common area and to comply with the Meeting Room Rules and Regulations.

Initial _____

I (We) understand and acknowledge that two (2) separate checks are required to reserve the OR5CA Meeting Room- one security deposit check in the amount of **\$100.00 made payable to OR5CA**. It is the responsibility of the person reserving the Meeting Room to obtain a \$1,000,000 one-day "Event Endorsement" through either their individual insurance carrier or OR5CA's carrier, **specifying OR5CA as an 'additional insured' on the Certificate of Insurance (The Certificate of Insurance must be attached to the reservation.)**

Initial _____

I (We) have received a copy of the Meeting Room Rules and Regulations, read them, and agree to comply with all contained therein. I (We) understand that any violation of this agreement may result in the forfeiture of all or part of the \$100.00 deposit, as well as other disciplinary action, including the assessment of additional sums as provided for in the governing documents and the Association's Enforcement Policy and Fine Schedule.

Initial _____

I/(We) have read the above information and I/(We) understand the rules and restrictions as set forth and have been provided with a copy of this signed document.

Homeowner Name (Please Print) _____ Date _____

Homeowner Signature _____ Date _____

Tenant/Resident Signature (if applicable) _____ Date _____

Address and Unit Number (if applicable) _____ Emergency Phone Number **FINAL**

INSPECTION Date/time of Inspection: _____ Inspector's Name: _____

1. All event trash, party decorations and other debris removed from premises, including trash receptacles- ALL trash receptacles checked to confirm same
2. Floor spill free, swept, mopped and dry
3. Countertop clean, spill free
4. Microwave clean, spill free
5. Refrigerator clean, spill free- UNMOVED
6. Flooring under refrigerator in same condition
7. All tables and chairs spill free and wiped down, free of tape, decorations, etc.
8. Porch clean, no spills on concrete, all furniture clean and in place
9. Patio fence free of tape, decorations, damage
10. Planter area adjacent to patio free of event trash and debris; free of damage
11. No holes in walls, nails, pins or tape remnants
12. No spills from room entry through the entry gate to front curb
13. Overall, clean and tidy condition; no visible damage to the Meeting Room or surrounding area
14. EXTERIOR OF FACILITY: free of party related trash and debris, spill free, from entry gate to parking
15. Room vacated by 9:45 PM on day of usage
16. Keys returned prior to 10:00 PM on day of usage

ADDITIONAL NOTES DURING FINAL INSPECTION:

Inspector's Signature **Date**

Homeowner Signature **Date**

Tenant/Resident Signature (if applicable) **Date**