

BREA GLENBROOK CLUB
Clubhouse Facilities Rules and Regulations

General Conditions and Restrictions on Use:

The Brea Glenbrook Club ("Association") Clubhouse and Clubhouse Facilities consists of the lounge and kitchen, game room, multi-purpose room, and back patio (collectively, the "Clubhouse Facilities"). The Clubhouse Facilities do **not** include the Pool Facilities (pool, wading pool or pool area). The Brea Glenbrook Club and Clubhouse Facilities are a non-smoking facilities.

The Clubhouse Facilities are available for rent and use exclusively by Association members/tenants and their invited guests for activities/events such as: (1) birthdays, anniversaries, card games, parties, and other social events (collectively "Social Event Use"); and (2) meetings regarding common interest development living, association elections, legislation, election to public office, or the initiative, referendum or recall processes, and other events as contemplated by Civil Code Section 4515 (collectively "Public Interest Use"). The Clubhouse Facilities are not open to the general public for use or rent and, thus, is not a place of public accommodation and is a private facility.

The Clubhouse Facilities are available for use by Association members/tenants and their invited guests only. At least one Association member/tenant must be present at all times during any rental function. The member/tenant is responsible for ensuring that all invited guests know and abide by the Rules of the Association. Failure to meet this requirement will constitute forfeiture of the deposit and immediate cancellation of the event. Furthermore, future rental of the Clubhouse Facilities will not be permitted without review and approval by the Board of Directors.

Only members who are in good standing may reserve the Clubhouse Facilities. In order to be in good standing, a member must be current in the payment of all assessments levied against the member's Lot as of the date of the submission of the Rental Application, and the member's Association rights and privileges cannot have been suspended after notice and opportunity for hearing.

Rules Regarding Rental of the Clubhouse Facilities:

1. Any rental or use of the Clubhouse Facilities requires a completed and signed Clubhouse Facilities Rental Application ("Application").
2. A security deposit **MUST** accompany the Application for a Social Event Use. Management will review the Application for availability and receipt of all necessary accompanying documents and fees. A security deposit is required to help ensure that the facilities and surrounding area are in a clean and undamaged condition after the event.
3. The Clubhouse Facilities must be used only for the type of event or activity identified in the Application. Use of the Clubhouse Facilities for an event that differs from the type of event or activity as identified in the Application will subject the member to disciplinary action, including but not limited to, suspension of his/her right to reserve the Clubhouse Facilities and/or monetary penalties. Functions involving sales, commercial uses, solicitation, and drugs and alcohol resale are strictly prohibited.
4. Reservations are confined to the reservation space identified in the Application only and the use of surrounding Common Areas is prohibited. Members, tenants, and guests of a function in the Clubhouse Facilities are prohibited from entering the pool area. No one may enter the Clubhouse Facilities from the pool area dressed in bathing attire or wet clothing.
5. Availability dates for the Clubhouse Facilities will be at the sole discretion of the Board of Directors, and the Board may adopt a policy to limit availability during holidays. The hours of availability, excluding the back patio, are generally Sunday through Thursday from 10:00 a.m. - 10:00 p.m., and Friday and Saturday from 10:00 a.m. - 12:00 a.m. The back patio is only available Monday through Sunday from 10:00 a.m. - 10:00 p.m. All events must completely conclude by the hours stated above. This includes all clean up, check out and all guests off the premises. Hours of availability listed above include availability beyond normal clubhouse hours and will be charged at a premium rental rate.

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6. Time of reservations will be strictly enforced. Any time that exceeds the designated time listed in the Application will be charged at \$50.00 per hour or double the hourly rate, whichever is greater. Overtime will be charged in ½ hour increments.
7. The Clubhouse Facilities may not be reserved on the following holidays: Thanksgiving, December 24th, 25th and 31st, January 1st, Memorial day, 4th of July, Labor day or during Halloween Haunt week/weekend
8. Due to space constraints and safety concerns, use of the Clubhouse Facilities is limited to 165 persons or fewer.
9. Candles, open flames, and fire of any type are prohibited in and around the Clubhouse Facilities, including any type of decorative candles, candle holders, votives, and candelarias. Small candles for birthday and other cakes may be used on cakes, but must be immediately extinguished, and disposed of in a fireproof container.
10. Decorations must not discolor or damage walls and furnishings. Only masking tape which does not damage any walls and/or furnishings will be permitted to fasten decorations. You must remove all decorations from the Clubhouse Facilities and place them in a trash bag after the event.
11. The Clubhouse Facilities staff is available to help with the set-up and break down of tables and chairs if needed, but clean-up is entirely the responsibility of the member/tenant making the reservation. The Clubhouse Facilities must be left in a clean and orderly condition, and the reserving member is responsible for the following:
 - a. Any spill/stain to furniture or carpet must be blotted and cleaned immediately. Stains noted at inspection following the event will result in an automatic cleaning fee being deducted from the security damage deposit. Any additional amount needed for extra cleaning, repair or replacement will be deducted or assessed to the member;
 - b. Furnishings may be moved but must be placed back in their original positions at the end of the rental;
 - c. All items brought into the Clubhouse Facilities must be removed, including any items from the refrigerator and freezer;
 - d. All trash must be placed in trash receptacles - extra trash bags available upon request.
12. Weapons, firearms, and fireworks are not permitted to be carried or discharged in the Clubhouse Facilities.
13. No Smoking of any type, including e-cigarettes, is permitted inside the Clubhouse Facilities or restroom facilities.
14. Event attendees must obey all Federal, State, County and City laws, and all Association Rules, or the member will be subject to disciplinary action, including but not limited to, suspension of the right to reserve the Clubhouse Facilities in the future and/or monetary penalties. Members are responsible for their own conduct as well as the conduct of their tenants, guests, and invitees.
15. If a member, or his/her tenants, guests, and invitees, in any way causes a disturbance to other residents, or allows misuse of the building facilities, he/she may be fined and denied use of the Clubhouse Facilities in the future.

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16. The Association reserves the right to terminate any function due to excessive noise, abuse of the facility or the Association's Common Area, illegal behavior, nuisance conduct, or failure to adhere to these rules.
17. The volume of recorded, amplified, or live entertainment must be kept at a level so as to not disturb the neighbors, other members or their guests. Musical entertainment will be conducted within the confines of the Clubhouse, and is prohibited outside in the back patio area.
18. Noise level must be reasonable and must not disturb other residents. Noise levels must be in compliance with Chapter 8.20 of the Brea City Code. The general noise standard is 55 decibels from 7:00 a.m. to 10:00 p.m., and 50 decibels from 10:00 p.m. to 7:00 a.m. Failure to adhere to these specifications may result in the cancellation of your event. In addition, residents affected by a noise nuisance may call the police and you may be issued a noise violation. Any renters who intend to have music or use a microphone or bullhorn should adjust their volumes accordingly.
19. Due to limited parking space at the Clubhouse Facilities area, please ensure that guests or vendors do not park in areas that will encroach on the residents who live around the Clubhouse Facilities, i.e. in front of garage doors, behind parked cars, double parking, etc. All loading and unloading must take place in the Clubhouse parking lot. In addition, vehicles may not be parked in a way that blocks any access ways and/or pathways to the Clubhouse Facilities or to any parks, or parked within fifteen (15) feet of a fire hydrant. At no time may guests and/or service providers park their vehicles on a resident's property for any reason whatsoever. **Complaints from surrounding neighbors of parking problems will cause the forfeit of your deposit and vehicles may be towed without further notice.**
20. No equipment or devices (e.g. barbecues, catering equipment, tables, chairs, etc...) may be placed on a resident's property or at a location in the Clubhouse Facilities so that such equipment or devices unreasonably interfere with another resident's right to enjoyment of his/her property.
21. All alcohol must remain in the Clubhouse Facilities and the enclosed grounds. Alcohol may not be consumed or served in the parking lot, residential areas surrounding the Clubhouse Facilities or in front of the Clubhouse Facilities. No alcohol may be offered to staff or sold on the premises.

Alcohol may be permitted only under the following conditions:

- a. Member may only serve alcohol to those of legal drinking age (21 years old or above).
- b. Member must ensure that no minor will be served.
- c. Member takes full responsibility for any and all intoxicated persons.

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Reservations:

1. Members/tenants may make reservations by submitting a completed Application.
2. The security deposit check is required with the Application for a Social Event Use. The check will be deposited to the Association's operating account, and will be refunded to the member/tenant only after an inspection of the facility reveals no damage or additional cleaning is necessary. If damage for violation has occurred, the Association may retain some or all of the security deposit as payment/reimbursement to the Association. Damage caused to the Clubhouse Facilities, its contents, or the surrounding area—regardless of the type of event or activity for which the Clubhouse Facilities is rented and used—will be the financial responsibility of the responsible member or reserving member. Following a duly noticed hearing, the cost of the repairs and/or the clean-up costs will be levied as a Special Assessment/Reimbursement Assessment as provided in the Association's governing documents and the Davis-Stirling Common Interest Development Act.
3. Members/tenants planning functions should plan ahead as reservations are available on a first-come, first-served basis.
4. Anyone reserving the Clubhouse Facilities must be at least 21 years of age and on record title to the property. If you are a tenant, proof of your resident status must be provided along with the Application and the owner of record must also sign the application.
5. The Application must be filled out by the member/tenant requesting use of the facilities. The address on the check(s) must match the name on the Application. The member/tenant whose name is on the Application is the responsible party. However, if you are an owner who rents out your home, or are a tenant, the property owner (the responsible owner) remains legally responsible for any and all damage and liability, in addition to the tenant.
6. The reserving member/tenant whose name is on the application must be present at the event at all times during the entire event. Failure to meet this requirement will constitute forfeiture of the deposit and immediate cancellation of the event. Further, you will not be permitted to rent the Clubhouse again in the future without review and approval by the Board of Directors.
7. The Clubhouse Facilities are not available for rent on days on which a Board Meeting or an Annual/Special Meeting of Members is scheduled.
8. A reservation is not confirmed until written approval of the completed application is provided by the Association.
9. The Board of Directors or their assigned representative has the right to deny any Application based on incorrect or false information on the application, priority use by the Board of Directors or the Association, or in their sole discretion based on the size or nature of the proposed event.

Fees and Deposits:

A usage fee is required for a Social Event Use, in the amount set out in the Clubhouse Facilities Rental Application. A security/damage deposit in the amount of \$150.00 (for events with fewer than 100 people) or \$200.00 (for events with more than 100 people) will also be required in order to reserve the Clubhouse Facilities for a Social Event Use. The deposit may be made by cash or check and is due at the time the reservation is made.

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In addition, a non-refundable basic cleaning fee of \$25.00 (during Club hours) or \$50.00 (before or after Club hours) must be paid at the time of reservation for a Social Event Use.

The Board of Directors requests that notice of cancellations be made no later than one (1) week (7 calendar days) in advance of the date reserved for the event. If the Association does not receive a notice of cancellation at least 7 calendar days prior to one week in advance of the event, a service charge of \$25.00 will be assessed for cancellation.

Additional Fee Provisions:

The security deposit may be refunded to the reserving owner/tenant after the Clubhouse has been inspected to assure there has been no property damage or a violation of the Rules, which may necessitate payment/reimbursement to the Association. The reserving owner/tenant and the responsible owner will also be required to compensate or reimburse the Association for any other costs incurred by the Association, including, but not limited to, outside services, such as security, fire and/or police, cleaning crews, or other charges which may be incurred by or levied against the Association as a result of actions of the owners/tenants, residents, guests, and/or others at the function.

Indemnification:

The reserving owner/tenant and the responsible member agree to indemnify, hold harmless and defend the Association, its members, Board of Directors, agents and representatives, its employees and managing agents, from any and all claims for injury, damage, liability, loss of property, expense or costs arising out of or in any way related to the rental, use or reservation of the facility. This indemnification extends to both active and passive negligence or other fault, to the full extent allowable by law.

These Clubhouse Facilities Rules and Regulations will be strictly enforced. Violation of any of the Rules may result in forfeit of the deposit and/or additional fines at the discretion of the Board of Directors or the cancellation of your event.