



# POLICY and PROCEDURE

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Board Approval Date	10/27/2018
Original P&P Date	03/25/2005

## COMMON AREA USE

### PUPPOSE

To establish the requirements, restrictions, and reservation processes for usage of the Pinebrook Common Areas by HOA members, guests, renters, facility use fee program members and guests, and outside groups. To establish the fees for usage; and responsibilities for damage, losses, and cleanup. To insure that Pinebrook is held harmless for any injury, death or personal property damage by anyone engaging in usage of Pinebrook facilities

### POLICY

The use of Pinebrook's Common Areas; Town Hall, Picnic Grounds, Lake, Beaches, Swimming and Fishing Docks, Playground Equipment, Basketball Court, Volley Ball Court, Horseshoe Pits, Bocce Ball Court, Disk Golf Course, Baseball Field, Recreational Vehicle Camping Area, Parking Lots, Trails, and Livery & Bath, is subject to the Homeowner Association Member and other facility users having a signed Acknowledgement of Risk and Hold Harmless Agreement on file with the Pinebrook Homeowners' Association. The use of facilities and common areas will be in compliance with the procedures in this document. People saying they are friends or related to someone in Pinebrook cannot use the facilities unless the property owner is with them, or they are actually staying at the property owner's house in Pinebrook. Exceptions are "Immediate Family" defined as only parents and children of property owners.

### REFERENCE

None

### FORMS

Form #3-1 Common Area Use Contract  
Form #3-2 Common Area Use Hold Harmless Agreement

### PROCEDURE

1. Pinebrook Homeowner Association Member Acknowledgement of Risk and Hold Harmless Agreement
  - A. Effective May 1, 2007, every HOA Member must have submitted an original signed copy of Form #3-2 – Acknowledgement of Risk and Hold Harmless Agreement to the Pinebrook Office, as a condition of use of any of the Pinebrook facilities or common areas by themselves, their guest or their renters.
  - B. The signature on The Agreement must be the signature of the property owner(s).
  - C. The signed Agreement will be maintained in the Pinebrook office and recorded in the Pinebrook database.
  - D. When property ownership transfers, the new owner(s) will be required to sign the agreement as a condition of use of the HOA facilities and common areas.



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#### 2. Specific Facility Reservation User Acknowledgement of Risk and Hold Harmless Agreement

- A. Anytime a reservation is made for the specific use of a Pinebrook HOA facility or common area, the HOA Member or other approved user must sign the Acknowledgement of Risk and Hold Harmless Agreement, Form #3-1 or if using the website reservation option must check the "Agree" box

#### 3. Overall Usage Procedure and Restrictions

- A. All of the common areas above, except the lake, beach, and picnic may be completely or partially reserved on a first come first served basis.
- B. Reservations are to be made by using the Reservation function on the Pinebrook website [www.pinebrookhoa.org](http://www.pinebrookhoa.org), or calling the Pinebrook Town Hall at 209-795-2900 or sending an email to [pinebrook@pinebrookhoa.org](mailto:pinebrook@pinebrookhoa.org) and leaving a message as to the date, time, duration, type of activity, who is sponsoring the usage, and assurance that the sponsoring person will be in attendance. Conflicts over reservations or usage criteria are to be resolved with The Office Manager or a Board Member.
- C. Reservations will become complete when the \$100 deposit check and the Form #3-1, Hold Harmless and Usage Contract, is signed and they are delivered to the Pinebrook Office by mail, or inserted in the Town Hall mailing slot, or given directly to the Office Manager. Using the website reservation function immediately secures the reservation & avoids mailing of Form #3-1; a \$100 deposit check is still required.
- D. Reservations will be posted on the calendar in the Pinebrook Office, on the website, and on the bulletin board outside the Town Hall.
- E. The HOA member or Facility Use Fee member sponsoring the usage will be responsible for any damages, losses, or cleanup costs that exceed the \$100 deposit. All grounds, fixtures, furniture, appliances, buildings and utilities are to be returned to the state they were in when the usage/event commenced.
- F. There are no provisions for garbage disposal for any of the common areas, and all usage of Common Area Facilities are subject to the trash concept of "Pack it In and Pack it Out". Each HOA member or HOA sponsor is responsible for all garbage control and removal from the Common Area as a condition of facilities usage. There are trash cans available for temporary use during an event, however the trash cans are to be lined with plastic bags and the bags removed at the end of the event. In Summer months, Facilities Attendants at the beach will provide garbage bags upon request,
- G. None of the common areas are to be reserved for the purpose of fund raising activities or income producing endeavors without Board of Directors' approval.
- H. No one under the age of 12 is to be using any of the above areas without on-site supervision and acceptance of responsibility by an adult or older juvenile. The only exception is when the



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School Bus Shelter is in operation by the School District and designated as a pick-up and drop-off for school children. Even then, it is hoped that adult or older juvenile supervision is provided.

- I. Dogs are NOT ALLOWED in any of the common areas, except for service dogs which must be leashed. Leashed dogs are allowed on roads and trails or kept inside the owner's vehicle. Dogs are prohibited from entering lake at any time, including entry from Flanders Drive or Moran Road. Dogs are allowed in the RV camping sites if on leash and, at all times, restricted to the RV site.
- J. Loitering (hanging around when not engaged in an approved activity) is prohibited within common area property or facilities.
- K. Skate boarding, bicycle riding or scootering is prohibited on any common area property.
- L. The Board of Directors has the authority to allow Ebbetts Pass Community Groups and groups specifically local to Pinebrook to use the Pinebrook facilities at no cost. The Board can also allow outside groups to reserve and use the Pinebrook facilities.
- M. All complaints & suggestions about facility usage are to be made to the Pinebrook Board.

#### 4. Pinebrook Lake and Beach Usage

- A. There is no life guard on duty at any time, swimming is at the swimmer's own risk.
- B. The Lake and Beach hours are from Dawn to Dusk unless specific arrangements are made and approved by the Board.
- C. All beach users are required to take home any trash, garbage or recycles created at the beach. In summer months, plastic trash bags are available from the Beach Attendant. Please cooperate.
- D. The Beach Attendant or Pinebrook HOA members can and will challenge people using the recreational area facilities. A guest must sign #3-1 if form #3-2 is not on file or they will be asked to leave the area. They must know one or more of the following:
  - 1) Name of the property owner they are staying with or renting from –
  - 2) Number of the Pinebrook Lot where they are staying
  - 3) Street address of the Pinebrook house where they are staying
  - 4) Board member name and usage description based on Board approval.
    - a. People saying they are friends or related to someone in Pinebrook cannot use the facilities unless the property owner is with them or they are actually staying at the property owner's house in Pinebrook. (Except as defined as "immediate family" above).
- E. Lake & Beach specific rules **prohibit**:
  - 1) Unattended children under 12 years old.



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### COMMON AREA USE

- 2) Smoking
- 3) Glass containers
- 4) Loud music
- 5) Profanity
- 6) Dogs
- 7) "Rocking" of floating docks
- 8) Fishing from beach, diving docks, swimming docks, boats or floats

F. Fishing is allowed on the fishing dock and road banks from Dawn to 9:00 AM and 7:00 PM until dark. No fishing between the hours of 9:00 AM and 7:00 PM. Do not "catch and release", dead fish pollute the lake.

#### 5. Pinebrook Town Hall Usage

##### A. Town Hall Description & Restrictions

- 1) The Town Hall consists of one open room (maximum capacity 86) with tables, chairs, propane wall heater, and two restrooms. The office and supply room are off limits.
- 2) There is a full kitchen, refrigerator, utensils, dishwasher, and limited eating utensils. Casual use (without prior reservation) is not permitted.
- 3) Permanent decorations are not allowed and damage will be paid out of the deposit. The sponsoring Member or approved outside group sponsor is responsible for all activities and the subsequent cleanup. Cleanup is the same day unless arranged otherwise.
- 4) Securing the Town Hall: When leaving, all windows/doors are to be locked, lights/fans turned off, appliances unplugged, and in the winter, the heater turned to 58 degrees.

##### B. Reservations

- 1) In addition to the reservation process outlined in this Policy & Procedure document, a brief description of how the building is to be used is required as part of the reservation process. This includes when the building is to be opened, the number of people, whether a meal is to be served and when the building will be secured and available for inspection.
- 2) HOA members & Facility Use Fee Program members may reserve the Town Hall "FREE" once a year, if the selected date does not conflict with prior commitments and or reservations. Follow the reservation process in Policy & Procedure #3. Please note that it is not acceptable to transfer this "FREE" usage to another member.

##### C. Usage Fees (Review Form #3-1 - Hold Harmless & Usage Contract)

- 1) All reservations and usage require a \$100 deposit check and signing of the Hold Harmless & Usage Contract.



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- 2) \$35 for Members (beyond “free” personal usage event) when the usage is less than four (4) hours and does not require the kitchen except for coffee maker and microwave. Member is required to be in attendance.
- 3) \$50 for Members (beyond “free” personal usage event) for greater than four (4) hours and/or using the kitchen/utensils/appliances/etc; Member is required to be in attendance.
- 4) \$80 for outside group usage sponsored by a Member for a duration of less than four (4) hours with no kitchen usage except for the coffee maker and the microwave. The Member does not need to be in attendance, but the Member is liable for damages, losses and cleanup costs that exceed the \$100 deposit.
- 5) \$100 for outside group usage sponsored by a Member for a duration greater than four (4) hours and/or using the kitchen/utensils/appliances/etc; The Member does not need to be in attendance, but the Member is liable for damages, losses and cleanup costs that exceed the \$100 deposit.
- 6) Outside groups not sponsored by a Member or a Member-sponsored very large group or a Member-sponsored group that requires significant event time, will have the cost and deposit determined by a minimum of two (2) Board Directors.
- 7) The Board of Directors has the authority to grant Town Hall usage for no cost or a different cost than specified above. Submit requests to the Board of Directors.

### 6. Pinebrook Picnic Area Usage

#### A. Picnic Area Description (Main and Beach)

- 1) The Main Picnic Area is south of Flanders Road near the Town Hall & includes the following facilities: Picnic Tables (28), Serving Tables (5), large and small BBQs; Horseshoe Pits; Sand Volleyball court; Basketball court; & Baseball field.
- 2) The Beach picnic area has Picnic Tables (3), small BBQs (3).

#### B. Area Usage Guidelines and Requirements

- 1) Usage of all facilities is limited to Pinebrook HOA members, guests and renters and Facility Use Fee Program members. Outside groups can use and reserve facilities with Board approval.
- 2) When a Member's needs are spur of the moment, and limited in scope, then use a “neighborly share” process. No reservations are required providing that another party has not reserved a facility. Check the bulletin board for status.
- 3) Hours of usage are between 8:00am & 11:00pm with "quiet time" at 10:00pm.
- 4) The Member sponsoring the reservation or outside group spokesman signing the hold harmless & usage contract will remain responsible for all activities during the period of use as well as the subsequent cleanup. In the event of casual usage, use the honor system in maintaining the area for future users.



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- 5) All garbage is to be controlled and removed by the HOA member or sponsor.
- 6) All Pinebrook HOA policies, rules and regulations apply to anyone using the facilities. Many requirements are posted, but more exist in various Policy & Procedures.

### C. Reservations & Usage Fees

- 1) Without Board of Directors approval, only about 1/2 of the Main picnic area may be reserved for an event. The horseshoe, volleyball, basketball, and baseball facilities may be reserved and should be specifically noted when making the reservation. The entire Beach picnic area can be reserved.
- 2) For Member sponsored usage there is no charge, but a \$100 deposit check signing the Hold Harmless & Usage Contract is required for reserving any of the Picnic Area facilities. The sponsoring Member will be responsible for damages, losses, and cleanup costs exceeding the \$100 deposit.
- 3) Outside groups and individuals may request to rent any of the facilities in the Picnic Areas. The Board of Directors will determine the cost and deposit for this situation. A Hold Harmless & Usage Contract must be signed.

## 7. Pinebrook RV Area Camping Usage

### A. RV Area Description

- 1) The RV parking area is located on the hill overlooking Pinebrook Lake. Access to this area is normally locked. The surface is asphalt and base rock and offers a 100' diameter in which to turn. There are (5) numbered locations supplied with a 30 Amp RV electrical outlet and a hose bib for water. Tents are allowed at any site. Each vehicle must be self-contained as no sewage (gray or black) dumping is available or allowed at this location. There are bathroom facilities (sink and toilet only, no indoor hot water shower facilities) for which a key can be reserved in the summer months. There are picnic tables and BBQs that must be shared.

### B. RV Area Usage Guidelines and Requirements

- 1) This area is for the exclusive use of Pinebrook HOA Members, guests, & renters and Facility Use Fee Program members. A reservation is required to insure available space and to insure that the gate cable will be left unlocked for purposes of access.
- 2) Usage is limited to seven consecutive days. The Board of Directors has the authority to authorize a second "seven (7) day" period, if requested.
- 3) Garbage control and disposal is the renter's responsibility. There are no provisions for garbage disposal in the Pinebrook Common Areas. There are bears in the area and it is suggested that garbage be taken to the Pinebrook "sponsor's" home for control and disposal. There is a free garbage dump located two and one-half (2.5) miles down Moran Road at Avery.





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- 4) Dog Rules---The RV Site Sponsor and Renter agree to the following as a condition of rental, with the understanding that violation of the rules will result in forfeiture of the deposit and immediate termination of the RV Site rental:
    - a. The dog(s) may be housed on the Sponsors property if desired.
    - b. A maximum of 2 dogs per RV Site renter.
    - c. Dogs are restricted to the RV Site rented, either in the RV or leashed within the RV Site. Owner must control barking; constant barking is prohibited by County Ordinances and Pinebrook CC&Rs.
    - d. Dogs are prohibited on the Beach and Pinebrook's Private Lake at any time, including entrance into the lake from Flanders Drive and Moran Road. Pinebrook Lake is a private lake and part of the Common Area.
    - e. The dog owner may walk a leashed dog(s) from the RV Site down the paved driveways and beach parking lot to Flanders Drive. (Note this is the only exception allowed on Pinebrook Common Area property). Once on Flanders Drive, stay on the public streets and please pick up any dog waste. Walking dogs on or through private empty lots is prohibited.
  - 5) All Pinebrook HOA policies, rules and regulations apply to anyone using the facilities. Many requirements are posted, but more exist in various Policy & Procedures.
- C. Reservations & Usage Fees (Check-in when available, Check-out by noon)
- 1) Usage fee is \$20.00 per night, payable to the Pinebrook Homeowner's Association. The deposit will be held until the usage fee is paid and site inspection is completed.
  - 2) Follow the reservation process outlined in this Policy & Procedure document. The \$100 deposit check is required along with a signed Hold Harmless & Usage Contract. The person making the deposit is responsible for damages, losses, and cleanup costs that may exceed the deposit amount.
  - 3) Parking locations are secured on a "first-reservation" basis. If no location is noted on the reservation it is assumed that no preference exists.

### SUMMARY OF CHANGE FROM PREVIOUS ISSUE

Significant revisions made for garbage control and disposal and dog rules.



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## COMMON AREA FACILITY USE CONTRACT

Facility to be Used	Start Date	Time	End Date	Time
Describe Facilities & Event & Number of People Using				
Organization or Person(s) Using Facilities			Pinebrook Sponsor's Name	
User's Phone	User's Mailing Address		Sponsor's Lot # & Address	

### ACKNOWLEDGMENT OF RISK AND HOLD HARMLESS AGREEMENT FOR USE OF PINEBROOK HOMEOWNERS ASSOCIATION COMMON AREA FACILITIES

I hereby acknowledge that I have voluntarily chosen to use the specified facilities of the Pinebrook Home Owner's Association (HOA) as described above. I understand the risks involved and I accept any and all responsibility for myself, my family, my guests, and members of my sponsored group, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death.

In consideration of my usage of the stated Pinebrook facilities and all those individuals sponsored by me for usage of the facilities, to the fullest extent permitted by law; I agree to indemnify, defend and hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns from and against all claims arising out of or resulting from usage of the specified facility. "Claim" as used in this agreement means any financial loss, claim, suit, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns from any and all claims, both present and future that may be made by me, my family, guests, renters, members of my sponsored group, estate, heirs or assigns.

I also understand that the Pinebrook HOA does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damages or loss, nor insurance for liability arising out of my negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance (or to insure that others have insurance) to cover these expenses for myself, my family, my guests, my renters and members of my sponsored group.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. In the event any claims or suit is brought forward within the scope of this agreement by myself, my family members, my guests, my renters, members of my sponsored group, or on behalf of any of the fore-mentioned, I agree to pay for all legal fees and costs associated with the defense of such claims or suit incurred by the Pinebrook HOA, its officers, directors, employees, volunteers, property owners and assigns.

I agree that this acknowledgment of risk and hold harmless is effective for the duration of the specified usage of the specified facility.

User and Sponsor's Printed Names	User or Sponsor's Signature	Date
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Original P&P Date	05/04/2006

## COMMON AREA USE HOLD HARMLESS AGREEMENT

I hereby acknowledge that I am an official property owning member of the Pinebrook Home Owners Association (HOA) in good standing.

I understand the risks involved in using the Pinebrook provided facilities and in being physically present on Pinebrook subdivision property, roads and trails, and I accept any and all responsibility for myself, my family, my guests, my renters, and my contracted services personnel including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. In consideration of my participation and representative of family, guests, renters, and contractors as a qualified member of the Pinebrook HOA and to the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, and assigns from and against all claims arising out of or resulting from said participation for myself and all those that I represent; family, guests, renters and contractors. "Claim" as used in this agreement means any financial loss, claim, suit, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless the Pinebrook HOA, its officers, directors, employees, volunteers, and assigns from any and all claims, both present and future that may be made by me, my family, guests, renters, contractors, estate, heirs or assigns.

I also understand that the Pinebrook HOA does not provide any medical or dental insurance or life insurance to cover bodily injury, illness or death, nor insurance for personal property damages or loss, nor insurance for liability arising out of negligent acts or omissions; and I acknowledge that I am completely responsible for my own insurance to cover these expenses for myself, my family, my guests, my renters, and my contractors.

I further understand that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of California and that if any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. In the event any claims or suit is brought forward within the scope of this agreement by myself, my family members, my guests, my renters, my contractors, or on behalf of any of the fore-mentioned, I agree to pay for all legal fees and costs associated with the defense of such claims or suit incurred by the Pinebrook HOA, its officers, directors, employees, volunteers, and assigns.

I agree that this acknowledgment of risk and hold harmless is effective for as long as I am a qualified property holding member of the Pinebrook HOA.

\_\_\_\_\_  
Printed Name of HOA Member

\_\_\_\_\_  
Signature of HOA Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HOA Member

\_\_\_\_\_  
Signature of HOA Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
HOA Member Property Lot Numbers

**The above must be signed by each person listed on the deed to the property, use the reverse side for additional owner's names and signatures.**