

Lido Sands Community Association

Rules and Regulations (Recreational Center)

Version 4.1, Revised May 19, 2021

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Introduction

The following Lido Sands Recreation and Pool Center Rules and Regulations were adopted by the Lido Sands Community Association Board of Directors in November 2011(3.0) and amended May 2021(4.1). These Rules & Regulations govern the Lido Sands Community Association (LSCA) Recreation Center located at 4700 Lido Sands Drive, Newport Beach, CA, 92663 and includes the Pool, and Club House Area, surrounding the pool (“Pool Area”), Playground and Basketball Court Area, Restrooms, Grass and Picnic Areas and adjacent LSCA private streets (see LSCA Parking Regulations for specific regulations governing the use of the private streets of LSCA).

These rules and Regulations shall apply to all LSCA Members, including family, guests, and Authorized Tenants. A LSCA Member is defined as any person who holds a recorded ownership interest in an LSCA property, (such that their name is on the deed which has been recorded with the County Recorder’s office). An Authorized Tenant may use the Recreation Center upon proper authorization from the Member, as described in these Rules and Regulations. It is the responsibility of the Members to inform their family, guests, and tenants of these Rules and Regulations.

These Rules and Regulations have been established for the purpose of safety, the preservation of LSCA’s property and for the enjoyment and benefit by LSCA Members and their families, guests, and Authorized Tenants. These Rules and Regulations are adopted pursuant to the authority granted the LSCA’s Board of Directors by the LSCA governing documents and applicable law.

The LSCA Recreation Center is the exclusive property of LSCA and may only be used by LSCA Members, family, guests, and Authorized Tenants. An assigned Electronic key is required for admittance to the Recreation Center. Only members in good standing will be allowed admittance to the Recreation Center. Any Member may delegate their right of enjoyment of the Recreation Center to their Tenants who reside on their Lido Sands property pursuant to proper authorization. Such authorization shall consist of submitting a properly completed Tenant Registration Form, executed by the Member, to LSCA Board of Directors (see Appendix A). The rights and privileges of such Authorized Tenant are subject to suspension to the same event as those of the Member, as described in the Rules and Regulations.

Section I – Recreation Center Hours

Recreation Center hours are 7:00 a.m. to 10:00 p.m., 7 days a week. Anyone inside the Recreation Center property during off hours is in violation of these Rules and Regulations and subject to, disciplinary action by the Association and arrest by the Newport Beach Police Department for trespassing.

Section II – Recreation Center General Use Regulations

- A. ALL PERSONS USING THE RECREATION AND POOL CENTER WILL DO SO AT THEIR OWN RISK.
- B. THERE IS NO LIFEGUARD ON DUTY AT THE POOL AREA. LSCA Members, including family, guests, and Authorized Tenants USING THE POOL AREA WILL DO SO AT THEIR OWN RISK. (see Section III – Pool Area Rules & Regulations).
- C. LSCA assumes no responsibility for accidents or injury in connection with such use or for the loss of damage to personal property.
- D. Individual LSCA Members are financially responsible for any debts, damages, breakage, or labor and material charges incurred in conjunction with the misuse of LSCA property by the Member, their family, guests, or *Authorized Tenants*.
- E. For the period in which a Member is Past Due on regular assessment payments (i.e., dues) or any special assessments levied by LSCA, the rights to use the Recreation Center may be suspended by the Board of Directors until the Member's account is paid up to date, receiving after due notice and hearing as provided in California Corporations Code § 7341.
- F. The LSCA Recreation Center facilities; all gates must be closed and locked immediately after entering or exiting the Pool Area and Recreation Center. Any Member or Authorized Tenant allowing or providing access to the Recreation Center to any individual accepts responsibility and liability for that individual.
- G. Climbing, scaling or jumping on or from any exterior or interior fences or walls of the Recreation Center is strictly prohibited and will subject the responsible Member and their *Authorized Tenants* to loss of Recreation privileges as set forth below in Sections V and VI.
- H. The Recreation Center is for the exclusive use of Lido Sands Community Association LSCA Members, including family, guests, and Authorized Tenants. Persons at the Recreation Center must have their Electronic Key with them at all times and may be asked to present the Electronic Key at any time to verify Membership. Members and Authorized Tenants are to accompany their guests at all times while using the Pool Area. (Section III - Pool Area Rules and Regulations, #3). The Electronic Keys may not be loaned out. A loaned out Electronic Key will subject the Member or Authorized Tenant to the loss of Recreation Center privileges as set forth in Sections V and VI.

Section II – Recreation Center General Use Regulations (Continued)

- I. Pets are prohibited from being in the Pool and Pool Area (see Section III – Pool Area Rules & Regulations). However, in order to accommodate the needs of disabled residents, service dogs, signal dogs or guide dogs, and assistive animals are allowed to be in the Pool Area but are not allowed in the pool due to the State and County Health Ordinances. Out of concern for the safety and well-being of the animals, all assistive animals are to be harnessed, leashed, or tethered beneath the shade covers in the Pool Area. A service dog, signal dog, or guide dog that provides services to a disabled person, who is using the pool, may sit at the edge of the pool if the disabled resident provides a doctor's certificate/verification to the Association substantiating the necessity of the animal's presence at the edge of the pool to accommodate the resident's disability and that the animal will be able to provide the necessary accommodation to the resident using the pool.
- J. Pets are allowed in the Recreation Center outside of the Pool Area, subject to the following:
 - 1) It is the responsibility and liability of the pet's owner/handler to properly restrain such pet as needed to protect others, and pets of others, in the Recreation Center.
 - 2) The pet's owner/handler must immediately clean up nuisances made by pets.
 - 3) The provisions of this section shall not apply to any blind person using a guide dog provided the dog is on a leash, or as required as an accommodation under the Americans with Disabilities Act.
 - 4) Responsible party complies with all other applicable ordinances, permit, and licensing requirements with regards to pets and animals.
- K. No areas of the Recreation Center may be reserved for exclusive use; however, a Member in good standing may reserve the Recreation Center on a non-exclusive basis for a group event (See Section IV – Reserving the Recreation Center).
- L. LSCA members and authorized Tenants are allowed to entertain a maximum of fifteen (15) guests in the Recreation Center at any one time without a reservation. If a Member has more than fifteen (15) guests at any one time, then that Member or authorized Tenant will be required to make a reservation subject to the procedures in Section IV – Reserving the Recreation Center.
- M. Members and Authorized Tenants are to accompany their guests at all times while using the Recreation Center.
- N. The consumption of alcoholic beverages is permitted. Glass containers are prohibited in the Pool Area (see Section III – Pool Area Rules and Regulations).

Section II – Recreation Center General Use Regulations

- O. The Recreation Center is subject to the ordinances of Newport Beach which prohibit certain activities/actions, including but not limited to, underage consumption of alcoholic beverages, use or possession of illegal controlled substances, excessive noise, and usage/display of fireworks. Illegal activity as deemed by the Newport Beach Police will subject the responsible Member or Authorized Tenants to loss of Recreation Center privileges as set forth below in Sections V and VI, and violators will be subject to arrest by the Newport Beach Police.
- P. Bicycles, scooters, roller blades, skateboards, tricycles, roller skates, or any other type of wheeled bikes are prohibited in the Recreation Center. They can be parked inside the main gate.
- Q. No advertising or notices of any kind may be placed within the Recreation Center facilities, except for items approved by the LSCA Board of Directors. No vending of any kind is permitted inside the Recreation and Pool Center facilities without prior written approval from the LSCA Board of Directors.
- R. No storage of personal property is allowed in the Recreation Center. All items left in lost and found are subject to be discarded after seven (7) days.
- S. The LSCA Recreation Center is a non-smoking facility. Smoking and Vaping are not permitted in the Recreation Center.
- T. Video Surveillance –
After careful consideration, LSCA has determined that the use of surveillance cameras is necessary in order to protect the Association’s property and to provide a record of conduct.
Video monitoring is limited to locations that do not violate the reasonable expectation of privacy of persons, as defined by California law.
The cameras are not installed for the purpose of providing security or protection to any person and are not being monitored.
The cameras may record areas of the Recreation Center for playback at a later time, and recorded images are not reviewed at or shortly after the time the taping occurs. Therefore, no person should rely upon the cameras as a means of providing protection, security or safety to persons or property.
Members or Authorized Tenants, and their guests are responsible for their own safety, and should take appropriate precautions to protect their personal safety and property. Each Member is responsible for notifying their Authorized Tenants, guests or other persons affiliated with the residence of the information contained in this policy.
1. Signs will be placed in each area where there is a camera which states the following or similar:
“THIS AREA IS SUBJECT TO VIDEO SURVEILLANCE.”
 2. The video footage may be accessed by the following persons: Association Board members and the managing agent of the association. Video footage may be used for law enforcement purposes, and for compliance with the association’s governing documents and rules. A copy of the video footage and recordings will only be provided to the local police department or other governmental entities when appropriate and/or upon receipt of a subpoena or court order.

Section II – Recreation Center General Use Regulations (Continued)

3. In the ordinary course of business, the maximum amount of time the video footage and audio recordings are kept is approximately 30 days, whereupon the video footage and recordings will be overwritten, erased and /or destroyed. Accordingly, it is imperative that any criminal activity be promptly reported to the appropriate law enforcement agencies so that said agencies can timely request copies of the video footage and recordings.
4. Camera locations and operations:
LSCA has installed surveillance cameras in the Recreation Center, including the pool and park. LSCA may install additional cameras at a later date. Each location was selected because of potential for incidents of vandalism and other criminal activity. At each location in which the cameras are installed, activity may be captured 24 hours per day. However, as explained above, the cameras and their images are not reviewed at or shortly after the time that recording occurs.

Section III – Pool Area Rules & Regulations

- A. The Pool Area is part of the LSCA Recreation Center and is therefore subject to the Recreation Center Rules in addition to this special set of Pool Area Use Rules and Regulations.
- B. Pool Area Regulations –
 1. THERE IS NO LIFEGUARD ON DUTY IN THE POOL AREA. Members, including family, guests, and Authorized Tenants USING THE POOL AREA WILL DO SO AT THEIR OWN RISK.
 2. ALL POSTED SIGNS, POOL RULES, CITY AND COUNTY REGULATIONS MUST BE OBEYED. LIDO SANDS COMMUNITY ASSOCIATION (LSCA), THE MEMBERS, DIRECTORS AND MANAGERS ARE NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES. PARENTS ARE RESPONSIBLE FOR THE CONDUCT OF THEIR CHILDREN.
 3. The LSCA pool is for the exclusive use by Members and Authorized Tenants, their families, and invited guests only. Anyone using the facilities in the Pool Area who is not authorized is subject to arrest by the Newport Beach Police for trespassing.
 4. Any authorized user allowing or giving access to the Pool Area to any individual accepts responsibility and liability for that individual. Members and Authorized Tenants are to accompany their guests at all times while using the Pool Area and Recreation Center.

Section III – Pool Area Rules & Regulations - Continued

C. Pool Use Rules:

1. The Pool and Pool Area is for the exclusive use of LSCA members, authorized Tenants, and invited guests only.
2. Gates must be closed and locked immediately after entering or exiting the Pool Area
3. Users of the pool are REQUIRED to rinse off sand from their bodies, PRIOR to entering the pool.
4. Children under 14 years of age are not permitted in the Pool unless accompanied and supervised by an adult.
5. Proper swimwear must be worn at all times. Cut-offs or clothing other than swimwear is not permitted. No scuba, snorkeling or diving equipment is permitted.
6. Persons who are incontinent or not, yet toilet trained must wear diapers with leak proof rubber pants or swim diapers when in the pool. Persons who have had diarrhea in the previous two (2) weeks should refrain from using the pool due to health risks. Any episodes of feces in the pool shall be reported to the LSCA Board President and or Pool Chairman immediately.
7. Food and drinks are not permitted in the pool.
8. No glassware or other breakable objects are allowed in the Pool Area.
9. No running, pushing, shoving, pulling, disorderly play or excessive noise is permitted in the Pool Area.
10. No pets allowed in the Pool Area with the exception seen above (See Section II Item I.)
11. Diving off of furniture or throwing furniture into the pool is strictly prohibited. This behavior will result in the responsible Members loss of Recreation Center privileges.
12. Smoking and vaping are not permitted in or around the Pool Area or in any other part of the Recreation Center.
13. No soaps, bubble bath, beverages, lotions, water conditioners, oils, additives or other chemicals and substances are to be used or put into the pool. Only authorized and qualified Association personnel may use or put any substances into the pool water.
14. Bicycle, scooters, roller blades, skateboards, tricycles, roller skates, or any other type of wheeled bikes are prohibited in the Recreation Area. They can be parked inside the main gate.
15. Lifesaving equipment located in the Pool Area is for EMERGENCY USE ONLY.

Section III – Pool Area Rules & Regulations - Continued

16. Any device that impairs the safety and/or comfort of others using the pool or pool deck is not permitted.
17. All Members, including family, guests, and Authorized Tenants are responsible for cleaning up after themselves.

** Lido Sands Community Association reserves the right to deny use of the pool to anyone at any time.**

Section IV- Reserving the Recreation Center

A LSCA Member in good standing¹ Or Authorized Tenant may reserve on a non-exclusive basis the Recreation Center for a group event (“Event”) of more than fifteen (15) guests by agreeing to and complying with the terms of the LSCA Agreement and all other documents and fees must be submitted to the Recreation Center Director, or the person designated by the LSCA Board to facilitate these events, a minimum of two weeks prior to the date of the Event. Reservations must be approved by the Recreation Center Director, or the person designated by the LSCA Board to facilitate these events, during a Regular Board meeting. Events are limited to a maximum of one-hundred and fifty (150) individuals.

- A. Non-Exclusive Use means that the LSCA Recreation Center can NOT be solely reserved for an individual Member’s Event. All LSCA Members and guests may have access to the Recreation Center during another Member’s reserved Event. The reservation process is required so the Member can attest to the terms and conditions of holding a group Event at the Recreation Center, and so that multiple Events will not be scheduled at the same time.
- B. Proof of Insurance Required. As part of the reservation process, the Member must provide a current homeowners/renters insurance declarations page/certificate evidencing a minimum of one (\$1) million dollars in liability coverage, or in the alternative, obtain a “special events” rider/endorsement to their homeowners’ policy which provides one (\$1) million dollars in liability coverage. Said insurance requirements will not be required for 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 (hereinafter collectively “Public Interest Use”)

¹ Homeowners are deemed to be in “good standing” when all assessments, regular or special, have been paid to date (not “past due”) and/or the Homeowner is not currently suspended from membership privileges via a Board imposed action resulting from the violation of LSCA rules and regulations. Membership privileges include, but are not limited to Recreation Center access, Homeowner & Resident Parking Permits and Visitor Passes.

- C. Deposits and Fees. As part of the reservation process, the Member or Authorized Tenant must submit the following deposits and fees in the form of a check made out to “Lido Sands Community Association”:

- D. Submit separate check(s) for cleaning deposit & non-refundable usage fee(s):
 - 1. Submit separate check(s) for cleaning deposit & non-refundable usage fee(s):
 - a. A refundable cleaning deposit:
\$100 for Events with under 100 guests
\$500 for Events with 100 or more guests

 - b. A non-refundable usage fee:
\$0 for Events with under 50 guests
\$50 for Events with 50-99 guests
\$250 for Events with 100 or more guests

 - c. A non-refundable utility fee of \$35.00, for “Bounce House” or other inflatable accessory that utilizes continuous electricity throughout the Event.

The foregoing fee schedule shall also constitute LSCA’s “Monetary Penalties Schedule” for violation of these rules and regulations pursuant to California Civil Code §5850, in addition to revocation of Recreation Center privileges. The foregoing fees and deposits do not apply to a Public Interest Use.

- D. Unauthorized Group Events. If a Member or Authorized Tenant holds a group event at the Recreation Center, consisting of more than then fifteen (15) without reserving the Recreation Center through the means established in these regulations, said Member or Authorized Tenant shall be deemed to have accepted all the terms and conditions of the LSCA Recreation Center Usage Agreement, including the provisions for fees and deposits which will become immediately due and payable. Additionally, an unauthorized Event will subject the responsible Member to loss of Recreation Center privileges.

Section V- Due Process for Suspension of Recreation Center Privileges and Fines

Pursuant to its governing documents and California law, the LSCA Board has the power to impose suspension of Recreation Center privileges to Members for violations of these rules and regulations, subject to the following “Due Process” guidelines.

- A. Notice of Hearing: If there is an alleged violation of these regulations, the Board will meet to consider imposing suspension of Recreation Center privileges on the Member.
 - Said meeting shall occur at the next regularly scheduled board meeting as a “New Business” agenda item. The Board will notify the Member in writing, by either personal delivery or first-class mail, at least 10 days prior to the meeting (if the next regular Board Meeting will occur in less than 10 days, the Board, in its discretion, can reschedule the Board meeting or schedule a special Board Meeting to allow for proper 10-day notice).

The notification to the Member shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined, and a statement that the Member has a right to attend and may address the Board at the meeting.

- B. Accused Member May Attend Hearing in Executive Session: An Executive Session is a private Board meeting which Members are not allowed to attend, as authorized by California Civil Code § 4935, so that the Board may address issues which involve privileged information or matters of a private nature. In the case of a disciplinary hearing the accused Member is entitled to attend the disciplinary hearing in person to have the opportunity to defend him/herself related to the alleged violations. During the disciplinary hearing the Board shall meet in executive session if requested by the Member being disciplined. Once the hearing has concluded, the accused Member will be dismissed from the remainder of the executive Session.
- C. Limited Pre-Hearing Discovery: The accused Member has the ability to know the evidence against him/her prior to the Executive Session so that they can prepare a defense. The evidence will normally be presented in the Notice of Hearing; the accused Member may request additional evidence (if any) up to 24 hours prior to the Executive Session from the Board.
- D. Witness to the Violation: A witness to the violation may not be anonymous, unless warranted by the circumstances.
- E. Hearing Evidence: It is LSCA's intent to conduct disciplinary proceedings in a professional, fair, reasonable and expeditious manner, and as such the Board will first hear evidence from the accusing Member/person witness(es), and then the accused Member may respond with evidence in his/her defense. In lieu of attending the hearing, the accused Member may submit to the Board, in a timely manner, their defense in writing. All parties will direct their questions and comments to the Board and not to each other. The Board can then, if the questions are appropriate, seek a response from the other side.
- F. Hearing Proceedings: The President will chair the hearing. In circumstances where the President is absent or is the accused Member or accusing witness, the order of chairmanship for the hearing will be as follows: Vice-president, Secretary, Treasurer, longest-tenured non-officer Director.
- G. Board Decision: At the conclusion of the disciplinary hearing, the accused Member and any non-directors (e.g., accusing witnesses) will be dismissed from the Executive Session and the Board will discuss the matter and decide if penalties, such as fines and suspension of privileges, should be imposed on the accused Member. The record of the Board's decision must be recorded in the minutes.
- H. Notice of Decision: If the Board decides to impose discipline on a Member, notice of the disciplinary action must be given by personal delivery or first-class mail within 15 days following the action. "Notice of Decision" letters should be written so that a person unfamiliar with the situation could determine from the letter itself why the hearing was held, who participated, what was decided and why. The letter should contain the following information: date of the hearing, specific provisions of the Rules and Regulations (or governing documents) the
- I. Member violated, whether or not the Member was present at the hearing (or submitted their defense in writing), and the discipline imposed by the Board.

Section VI: Penalties and Suspension of Recreation Center Privileges

Based upon the nature of the violation, the Board may penalize the Member up to the limits established in the Recreation Center reservations fee schedule as detailed in Section IV-C of these regulations, which are incorporated herein as the LSCA’s “Monetary Penalties Schedule.” In addition, Recreation Center privileges may be suspended up to 30 days, which will include deactivation of the Member’s electronic key to the Recreation Center.

Section VII: Electronic Keys

The Recreation Center is for the exclusive use of Lido Sands Community Association Member Residents, authorized Tenants, and invited guests only. They are not for the use of the general public or uninvited guests.

Access to the Recreation Center and restrooms is attained by the use of the Electronic Key(s) to each Member/Household during the designated hours of use. The hours of operation are 7 am. to 10 pm., seven days a week. The Electronic Key system allows for the monitoring of each Electronic Key.

There are two (2) Electronic Keys assigned to each LSCA Member/household in good standing¹, at any one given time. In the event of a lost or stolen Electronic Key, please inform the LSCA Board Member or designated person in charge of the Electronic key system by phone, email or formal written notice to the LSCA P.O. Box 1373, Newport Beach Ca. 92659. The cost of a replacement Electronic key is \$150.00.

Persons at the Recreation Center must have their Electronic Key with them at all times and may be asked to present the Electronic Key at any time to verify Membership. Members and Authorized Tenants are to accompany their guests at all times while using the Pool Area. (Section III -Pool Area Rules and Regulations, #3).

The Electronic Keys may not be loaned out. A loaned out Electronic Key may subject the Member or Authorized Tenant to the suspensions of Recreation Center privileges as set forth in Sections V and VI.

It is the responsibility of each Member or Authorized Tenant to keep the gates closed and locked immediately after entering or exiting the Main Gate and Pool Gate and Pool Area. The Gates are not to be propped open, doing so is in violation of the Recreation Center Rules and Regulations. By accepting the Electronic Key(s), the Homeowner is responsible for informing the household and/or Authorized Tenant of the Rules and Regulations of the Recreation Center.

¹ Homeowners are deemed to be in “good standing” when all assessments, regular or special, have been paid to date (not “past due”) and/or the Homeowner is not currently suspended from membership privileges via a Board imposed action resulting from the violation of LSCA rules and regulations. Membership privileges include, but are not limited to Recreation Center access, Homeowner & Resident Parking Permits and Visitor Passes.

APPENDIX A: AUTHORIZED TENANT REGISTRATION FORM

Lido Sands Community Association
P.O. Box 1373
Newport Beach, CA 92659

The following information is required for tenants to be authorized to use the LSCA Recreation Center facilities.

This form must be resubmitted with current information each time there is a change with any tenant. A maximum of 4 tenants of a rented or leased property may be authorized at any given time.

Homeowner(s) Name: _____ LSCA Lot #: _____

Homeowner(s) Lido Sands Community property address:

Homeowner(s) permanent address:

City: _____ State: _____ Zip Code: _____

Homeowner (s) telephone # _____ Agent's
telephone # _____

List all Current Tenants in the Household:

Tenant name: _____ Tenant name: _____

Tenant name: _____ Tenant name: _____

Homeowner(s) Signature: _____ Date: _____

Homeowner or leasing/rental agent: Mail this completed form to:

Lido Sands Community Association
P. O. Box 1373
Newport Beach, CA 92659

Appendix B: **Recreation Center Usage Agreement (“Use Agreement”)**

A Member of Lido Sands Community Association (LSCA) in good standing or Authorized Tenant may reserve on a non-exclusive basis the Recreation Center at 4700 Lido Sands Drive for a group event (Event), limited to a maximum of one-hundred fifty (150) individuals, by agreeing to and complying with the terms in this Use Agreement, as evidenced by signature on next page of this Use Agreement. This signed Use Agreement, and all other fees and documents must be submitted to the Recreation Center Director or person designated to be in charge of the Recreation Center special activities, two weeks prior to the date of the Event.

Prior to the Event

2. Provide a current Homeowner(s)/Authorized Tenant(s) insurance declarations page/certificate evidencing a minimum of \$1million dollars in liability coverage, or in the alternative, obtain a “special events” rider/endorsement to their homeowner(s) policy which provides \$1 million dollars in liability coverage and submit to the same Pool Director or designated Director in charge of Events at the Recreation Center, with this signed Use Agreement. Said insurance is not required for a Public Interest Use.
3. Submit separate check(s) for cleaning deposit & non-refundable usage fee(s):
 - a. A refundable cleaning deposit:
\$100 for Events with under 100 guests
\$500 for Events with 100 or more guests
 - b. A non-refundable usage fee:
\$0 for Events with under 50 guests
\$50 for Events with 50-99 guests
\$250 for Events with 100 or more guests
 - c. A non-refundable utility fee of \$35.00, for “Bounce House” or other inflatable accessory that utilizes continuous electricity throughout the Event.
4. Make sure you have sufficient Visitor Passes for the Event. Consider the logistics of distributing the parking passes needed and plan accordingly.
5. Inspect the Recreation Center and report any concerns to the Pool Director.

After the Event:

1. Clean up the Recreation Center and place all garbage at curbside near the entrance of the Estrada.
2. After cleaning the Recreation Center, secure and close all gates when leaving.
3. If the BBQ area was used, please leave the BBQ’s used clean and wiped down.

Appendix B

LSCA Recreation Center Usage Agreement (Continued)

** The cleaning deposit will be refunded after the trash has been picked up by the City of Newport Beach (typically Monday) and the Recreation Center has been inspected for cleanliness after the event.

The undersigned LSCA Member or Authorized Tenant (“User”) wishes to reserve for an Event on the date indicated below for Non-exclusive use the LSCA Recreation Center, located at 4700 Lido Sands Drive, Newport Beach, CA inclusive of all amenities within, including but not limited to, the Recreation Center, pool and club house area, playground, basketball court, restrooms, grass, BBQ and picnic areas and the LSCA private streets.

Non-exclusive use means that the LSCA Recreation Center is not reserved solely for the User-Event. All Lido Sands Members and guests may have access to the Recreation Center during the Event. The reservation process is required to ensure that two or more events are not scheduled at the same time, and for the User to attest to the terms and conditions of this agreement and all other governing laws. Please be considerate of other Members and guest’s enjoyment of the Recreation Center.

In consideration of LSCA allowing such non-exclusive use of the LSCA Recreation Center, the User agrees to the terms of use (at the end of this agreement, LSCA’s Rules and Regulations, and other provisions as follows:

1. To be responsible for, and provide adequate supervision for, his/her guests at all times and ensure that all applicable laws, restrictions, ordinances, and LSCA Rules and Regulations are fully obeyed. Any violation of such by the User and/or guests of User may result in forfeit of any refundable deposits, assessment of penalty fees, and restriction on future usage of LSCA facilities. (Note: The Recreation Center is subject to the ordinances of Newport Beach which prohibit certain activities/actions, including but not limited to, underage consumption of alcoholic beverages or illegal controlled substances, excessive noise, and usage/displays of fireworks).
2. To be responsible for any damage to LSCA property, fixtures, or related equipment that occurs during the Event, and to provide a current Homeowners/Renters Insurance declarations page/certificate evidencing a minimum of \$1 million dollars in liability coverage, or, in the alternative, obtain and provide proof of a “special events” rider/endorsement to their homeowner’s policy which provides \$1 million dollars in liability coverage for the subject event. (Excluding any Events that are Public Interest Uses.)
3. To the fullest extent permitted by law, the User agrees to defend, indemnify, protect and hold harmless LSCA, its Members, Directors and Officers (both collectively and individually), and agents from and against any claims, losses liabilities, costs, damages, expenses, and attorney’s fees or costs of defense (including expert costs) arising out of or in any way related to any and all acts and omissions of the User and/or guests and invitees of User, pertaining to the use of the LSCA Recreation Center, including but not limited to, personal injury or property damage related to the User, the User’s guest/invitees, or any attendee’s person, possessions, or property. User expressly agrees that his/her duty to defend and indemnify shall exist.

LSCA Recreation Center Usage Agreement (Continued)

4. Regardless of whether or not the User is found to be liable, at fault, or to have violated any duty of care. The User also agrees to comply with all applicable federal, state, county and city laws, statutes, regulations, ordinances, permit and licensing requirements, and agrees to defend and indemnify LSCA for any and all penalties, fines, claims, losses, liabilities, costs, damages, expenses, and attorney’s fees or costs of defense (including expert costs) arising out of or in any way related violations of said laws, statutes, regulations, ordinances, permit or licensing requirements.

Date of Event: _____

User (Printed Name): _____

Signature: _____ Date: _____

User Address: _____ Lot # _____

Appendix C

LSCA Video Surveillance Camera Policy

- I. Membership Disclosure: LSCA Video Surveillance Camera Policy.
- A. **Purpose:** After careful consideration, LSCA has determined that the use of surveillance cameras is necessary in order to protect the Association’s property and to provide a record of conduct. Video monitoring is limited to locations that do not violate the reasonable expectation of privacy of persons, as defined by California law. The cameras are not installed for the purpose of providing security or protection to any person and are not being monitored. The cameras may record areas of the Recreation Center for playback at a later time, and recorded images are not reviewed at or shortly after the time the taping occurs. Therefore, no person should rely upon the cameras as a means of providing protection, security or safety to persons or property. Owners, Authorized Tenants, and their guests are responsible for their own safety, and should take appropriate precautions to protect their personal safety and property. Each Member is responsible for notifying their Household/ or Authorized Tenants, guests or other persons affiliated with the residence of the information contained in this policy.
- B. **Camera Locations and Operations.** LSCA has installed video surveillance cameras in the Recreation Center, including the pool and park. LSCA may install additional video surveillance cameras at a future date. Signs will be placed in each area where there is a camera which states the following or similar: “THIS AREA IS SUBJECT TO VIDEO SURVEILLANCE.”
1. Each location was selected because of increased potential for incidents of vandalism and other criminal activity. At each location in which the cameras are installed, activity may be captured 24 hours per day. However, as explained above, the cameras and their images are not reviewed at or shortly after the time that recording occurs.
 2. LSCA has installed surveillance cameras in the Recreation Center, including the pool and park. LSCA may install additional cameras at a later date.
- C. **Use and Retention of Digital Images:** The video footage may be accessed by the following persons: LSCA Board members and the managing agent of LSCA. Video footage may be used for law enforcement purposes, and for compliance with LSCA’s governing documents and rules. A copy of the video footage and recordings will only be provided to the local police department or other governmental entities when appropriate and/or upon receipt of a subpoena or court order.
1. In the ordinary course of business, the maximum amount of time the video footage and audio recordings are kept is approximately 30 days, whereupon the video footage and recordings will be overwritten, erased and /or destroyed. Accordingly, it is imperative that any criminal activity be promptly reported to the appropriate law enforcement agencies so that said agencies can timely request copies of the video footage and recordings.

Appendix C : Video Surveillance Policy -(Continued)

It takes the vigilant observation and prompt action of the owners in order to prevent vandalism and crime. Please report any observed vandalism, incident or violations promptly to any board member. For further information about the LSCA's Surveillance Policy please contact the LSCA Board via written notice to the Lido Sands Community Association, P.O. Box 1373, Newport Beach CA 92659.

II. Internal Policy: LSCA Video Surveillance Camera Policy A. Best Management Practices:

1. Cameras shall not be installed on remote controlled rotating mounts. Cameras must be mounted so as to be stationary.
2. Cameras must be adjusted to the extent reasonable to avoid viewing public rights of way and to minimize the imposition of a duty to warn of dangerous conditions.
3. Cameras shall be adjusted to avoid views of home windows or private property. Electronic shielding will be required if camera angles necessitate being directed toward homes or private property.
4. Cameras shall not be placed in a manner to view inside restrooms or changing areas.
5. Video recording equipment will not record sound.
6. Recorded images are stored on the server and in the cloud, which is secure, and the equipment is in the locked storeroom, under the control of the LSCA Board.
7. Up to three selected LSCA board members will have the capability of viewing and managing the images for duplication if necessary.
8. At no time will persons other than those designated by the LSCA Board have access to the digital images made in the course of video recording. Personal information contained on the digital images shall not be used or disclosed for purposes other than those for which it was collected, except with the consent of the individual or as required by law.
9. Digital images/audio recordings from the video cameras will be kept approximately 30 days, whereupon the video footage and recordings will be overwritten, erased and/or destroyed. If digital images have been used to investigate an incident, those digital images will be retained for one year after a final decision is reached concerning the incident.
10. Digital images that are not recorded over will be erased /deleted.
11. The LSCA Video Surveillance Camera Policy is to be reviewed periodically to update to current law.
12. Signage: Signage stating the premises are subject to video surveillance pursuant to the Rules published to the membership shall be posted in a manner to provide notice to users of LSCA property where video camera surveillance is or may be activated.

Appendix D Electronic Key Policy & Acceptance of the Rules and Regulations V4.1 2021

The Recreation Center is for the exclusive use of Lido Sands Community Association Member Residents, authorized Tenants, and invited guests only. They are not for the use of the general public or uninvited guests.

Access to the Recreation Center and restrooms is attained by the use of the Electronic Key(s) to each Member/Household during the designated hours of use. Hours of operation are 7 am. to 10 pm, seven days a week. The Electronic Key system allows for the monitoring of each Electronic Key.

There are two (2) Electronic Keys assigned to each LSCA Member/household in good standing¹, at any one given time. In the event of a lost or stolen Electronic Key, please inform the LSCA Board Member or designated person in charge of the Electronic key system by phone, email or formal written notice to the LSCA P.O. Box 1373, Newport Beach Ca. 92659. The cost of a replacement Electronic key is \$150.00.

Persons at the Recreation Center must have their Electronic Key with them at all times and may be asked to present the Electronic Key at any time to verify Membership. Members and Authorized Tenants are to accompany their guests at all times while using the Pool Area. (Section III -Pool Area Rules and Regulations, #3).

The Electronic Keys may not be loaned out. A loaned out Electronic Key may result in the suspension of Recreation Center privileges to the Member or Authorized Tenant as set forth in Sections V and VI.

It is the responsibility of each Member or Authorized Tenant to keep the gates closed and locked immediately after entering or exiting the Main Gate and Pool Area. The Gates are not to be propped open, doing so is in violation of the Recreation Center Rules and Regulations.

By accepting the Electronic Key(s), the Homeowner is responsible for informing the household and/or Authorized Tenant of the Rules and Regulations of the Recreation Center.

Homeowner Name: _____ Lot # _____

Lido Sands Property Address: _____

Homeowner Telephone #: _____

Homeowner Signature and acceptance and agreement of the Recreation Center Rules and Regulations.

Homeowner Signature: _____ Date: _____

¹ Homeowners are deemed to be in “good standing” when all assessments, regular or special, have been paid to date (not “past due”) and/or the Homeowner is not currently suspended from membership privileges via a Board imposed action resulting from the violation of LSCA rules and regulations. Membership privileges include, but are not limited to Recreation Center access, Homeowner & Resident Parking Permits and Visitor Passes.