

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.



Cornerstone at the Cove

Community Recreational Facility

- Clubhouse Rulebook -

CORNERSTONE

August 5, 2021

Dear Cove Homeowner:

Cornerstone is the name given to Community Recreational Facility at The Cove – a master planned community developed by Beazer Homes within the City of Sacramento. Included in this section is a set of Rules and Regulations for Cornerstone. The guidelines as currently written are meant to create a general outline of rules and regulations, with the concept in mind that they will evolve over time as the use of the facilities becomes regular.

Cornerstone has been designed to serve the 590 homes envisioned at full build-out of the community, however it will be open much sooner than full build-out. As a result, the facility may not be open and/or fully staffed every day in the initial year(s) of operation. In addition, some of the facilities may not be available full-time in the early years. It is likely that Cornerstone will have limited hours of operation when first opened, which will be expanded as the community continues to develop. Cornerstone management will be responsive to Members' input and demand in determining the use of the facilities and will also encourage participation in planning a wide variety of events for Members.

Welcome to The Cove and thank you for choosing Beazer Homes. We look forward to seeing you at Cornerstone!

Sincerely,
THE COVE AT SACRAMENTO COMMUNITY ASSOCIATION

Taylor Bollinger, President

**CORNERSTONE AT
THE COVE**

Clubhouse Rulebook

AUGUST, 2021

**CORNERSTONE AT THE COVE
ASSOCIATION RULES AND REGULATIONS
AUGUST, 2021**

Welcome to Cornerstone at The Cove. As a homeowner in The Cove, you have automatically become a Member of Cornerstone, and are entitled to the full benefits of ownership. Like your home, Cornerstone has some rules designed to promote the safety and enjoyment of the facilities for the diverse age groups and personalities who live within The Cove.

These Rules and Regulations are designed to be the guidelines for use of Cornerstone. An additional document that affects your membership in Cornerstone is the Declaration of Covenants, Conditions and Restrictions for The Cove, (the CC&RS). Whenever pertinent, we have tried to restate definitions from that other document in these Rules and Regulations, but if we've missed some, all initially capitalized terms not defined in these Rules and Regulations shall have the same meaning given to them in the CC&RS.

Please keep in mind that Cornerstone is an integral part of The Cove, and the right to use the facilities was material in each Owner's decision to purchase a home in The Cove. While we believe the automatic membership in Cornerstone renders ownership in The Cove more valuable than it would be otherwise.

The Rules and Regulations may be updated periodically, and supplemental Rules and Regulations may be applicable to specific Club Facilities. Be sure to check with the Association or Management to make sure your set of Rules and Regulations is complete and up to date.

Section 1. Ownership, Access, Membership and Other Rights to Use Cornerstone

1.1 Management Structure of Cornerstone. Cornerstone is an amenity of The Cove at Sacramento Community Association, (the "Association"). Cornerstone is managed under the direction of the Association Board of Directors. The Board of Directors has hired a Property Manager to manage the Association, its Common Areas, which include Cornerstone, and to fulfill other Association responsibilities.

1.2. Use Rights Generally. Cornerstone is intended primarily for the use and enjoyment of the people living in the single-family homes in The Cove. Membership in the Association, and Membership in Cornerstone, are automatic for all homeowners whose homes have been annexed into the Association. These homes may include both separate single-family homes (434 lot), and townhomes (156 lots). The Declarant and homebuilders ("Merchant Builders") are also entitled to use Cornerstone. Access to Cornerstone shall be by a Key Fob only, as provided in Section 1.8. Use rights may be suspended in accordance with Section 5 below.

1.3. Members. Every record owner within The Cove at Sacramento Community Association (each, an "Owner") is automatically a member ("Member") of Cornerstone. A person shall continue to be a Member until he or she ceases to be an Owner.

1.3.1. Information Sheet; Family Members. Each Owner must submit an information sheet to the Association or Management, identifying the Owner(s), and the identity and relationship of the persons living in the home with the Owner for whom the Owner would like Key Fob. Each household will be entitled to two (2) Key Fobs.

1.3.2. Special Living Arrangements -- Shared Custody; College Students; Parents. Ordinarily, Key Fobs will be available only to the persons identified in Paragraphs 1.3.1. The Association or Management shall have the right to assess a Special Use Fee, and to terminate Key Fobs issued pursuant to this Paragraph

1.3.2. Proof of residency may be established by a driver's license, car registration, bank statement showing the home address, university identification card, or other evidence satisfactory to the Association or Management.

Corporate and Partnership Owners. When an Owner is a corporation or partnership, the corporate or partnership Owner must complete the information sheet with the names and relationship to the corporation or partnership of the persons who are living in the Lot. The persons named on the information sheet and living in the Lot will be deemed to be the "family" for purposes of issuance of Key Fobs. The corporation or partnership shall update its information sheet annually, or sooner if the persons living in the Lot change.

1.3.3. Transfer of Ownership. Upon the transfer of ownership of a Lot, the new Owner shall submit a new information sheet to the Association, along with a copy of the recorded deed transferring ownership to the new Owner, for issuance of new Key Fobs. Once new Key Fobs are issued, the prior Key Fobs shall be deactivated and returned to the Association.

1.4. Tenants; Contract Purchasers. Any Owner may delegate his or her rights of enjoyment to Cornerstone to the persons occupying his or her Lot or Condominium under a lease (a "Tenant") or a contract to purchase (a "Contract Purchaser").

1.4.1. Notification; Application. The Owner must provide the Association with a copy of the written document delegating the use rights to the Tenant or Contract Purchaser; and, the Tenant or Contract Purchaser shall submit an application identifying the Tenant or Contract Purchaser, and the identity and relationship of the persons living in the home with the Tenant or Contract Purchaser for whom the Tenant or Contract Purchaser would like Key Fobs. Once Key Fobs are issued for the Tenant or Contract Purchaser, the Owner's Key Fobs shall be deactivated and returned to the Association, and the Owner shall not be entitled to use Cornerstone until the Owner gives written notification that the Tenant's or Contract Purchaser's rights have terminated.

1.4.2. Termination of Use Rights. Key Fobs issued to the Tenant or Contract Purchaser shall remain valid until the Association receives written notice from the Owner that the lease or contract to purchase has terminated. In the event of a dispute between the Owner and the Tenant or Contract Purchaser, the Association shall recognize the instructions of the Owner until the Association is furnished with a deed or court judgment establishing the Tenant or Contract Purchaser as the person entitled to such use rights.

1.4.3. Club Charges. Delegation of use rights to a Tenant or Contract Purchaser shall not relieve the Owner of his or her obligation to pay all Club Charges assessed against his or her Lot. The Owner shall remain liable for all Club Charges notwithstanding the lease or contract to purchase, but not for any Special Use Fees incurred by the Tenant or Contract Purchaser. The Tenant or Contract Purchaser shall be liable for all such Special Use Fees.

1.5. Guests. Each household shall be permitted to bring up to three (3) Guests to Cornerstone, or as determined by the Association. When The Cove community is fully built-out, or during times of peak use of Cornerstone, Guests may not be allowed, at the discretion of the Association. Any person entering Cornerstone who does not hold a Key Fob shall be deemed a Guest.

1.5.1. Sign In; Waiver. All Guests must sign a Release of Claims, Assumption of Risk Indemnification Related to COVID-19 waiver form before using the Cornerstone Facilities.

1.5.2. Accompanied by Member. All Guests must be accompanied by a person holding an active Key Fob when using Cornerstone Facilities.

GUEST PRIVILEGES MAY BE CHANGED AT ANY TIME BY THE ASSOCIATION.

1.6. Special Use Fees; Administrative Charges. The Association will, from time to time, establish a schedule of charges ("Special Use Fees") for special or additional services provided to Members. Special Use Fees may include, for example, charges for the use of rooms for special occasions, and administrative charges for processing lost Key Fobs, and other services. These fees will be collected by the Association prior to the special use or additional services for which Special Use Fees are charged.

1.7. key Fobs. Access to Cornerstone shall be by using a Key Fob ("Key Fob") issued by the Association between specific hours during certain days of the week.

1.7.1. Requirement to Present Key Fob. Key Fobs must be presented when signing in for use of Cornerstone Facilities.

1.7.2. Transfer of Key Fobs. Key Fobs are not transferable. A Key Fob may not be used by any person other than the person residing at the address that the Key Fob is assigned to.

1.7.3. Lost Key Fobs. You must immediately notify Cornerstone of a lost or stolen Key Fob. The replacement fee for a Key Fob shall be established from time to time by the Association. If an unauthorized person uses the Key Fob, the Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.9 Use By Declarant and Merchant Builders. The Declarant, and the Merchant Builders owning Lots in The Cove, shall still have the right to use of Cornerstone Facilities and services for and in connection with marketing of Lots and Condominiums in The Cove, promotion and advertising of The Cove, public relations, and generally creating an interest among potential residents in becoming an Owner, and for purposes unrelated to The Cove. These use rights shall not unreasonably interfere with the rights of Members and their Guests to use Cornerstone Facilities and to receive Cornerstone services, as determined by The Association.

Section 2. Hours of Operation Rules of General Applicability

2.1. Hours of Operation. Cornerstone shall be open on the days and during the hours established by the Association. The hours of operation may be amended seasonally and/or during unforeseeable circumstances, such as a COVID-19 health pandemic. Generally, Cornerstone is operated from 5:00 a.m. to 10:00 p.m., subject to change based on usage. As specific hours of operation are set by the Association.

2.2. Special Functions and Parties. Certain Club Facilities, such as Shaffer Hall, may be used for private functions, subject to availability, only with the prior consent of the Association, upon execution of a "Shaffer Hall Reservation Agreement" and upon payment of all Special Use Fees applicable thereto. The sponsor of the private party shall be responsible for any damage to Cornerstone Facilities and for the payment of any charges not paid by individuals attending the private party.

2.2.1 Reservation of Shaffer Hall. A reservation is required for a private use of the Shaffer Hall room. A reservation process shall be established by the Association. Any Special Use Fees must be paid at the time of reservation. Each reservation for a private event shall be limited to four (4) hours and each household will be limited to one (1) reservation per month due to a high demand for reservations that is anticipated in the future. Maximum capacity of Shaffer Hall room is 65 people.

2.3. Use by Minors. Individuals younger than fifteen (15) must be accompanied by an adult holding an active Key Fob. Minors fifteen (15) years of age or older may use the Pool without adult supervision only if the Association has received a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian. Children under the age of fifteen (15) shall not be permitted in the Fitness Center unless accompanied by an adult holding an active Key Fob. A minor fifteen (15) years or older will be permitted to use the Fitness Center without adult supervision, provided his or her parent or legal guardian has signed a Consent, Waiver, Release and Indemnification Agreement. The Consent, Waiver, Release and Indemnification Agreement is available from the Association.

2.4. Alcoholic Beverages. For events involving liquor, a caterer or bar service with an active liquor license may serve alcoholic beverages at Cornerstone, subject to rules established by the Association and the State Alcoholic Beverage Control. Any person under the age of 21 who shall have in his possession or control alcoholic beverages on Cornerstone Facilities shall be ejected from Cornerstone. Aside from the procedures described in this section, alcohol is otherwise banned from use at the clubhouse. In no instance shall alcohol be permitted in the Pool areas.

2.5. Controlled Substances. No person shall have in his possession or under his control any controlled substance. Any person who shall have in his/her possession or control any controlled substance shall be ejected from Cornerstone, and may lose usage rights at the discretion of the Association.

2.6. Food and Beverages. Food and beverages may be brought to Cornerstone for parties and special events in the discretion of and subject to the policies of the Association.

2.7. General Rules.

2.7.1. Treat Cornerstone As Your Home Away From Home. The budget for staffing of Cornerstone does not allow for additional employees to provide "clean-up" services. Members and their Guests are required to bring their own towels for use in the showers, to cover the Pool furniture when using suntan lotions and to wipe down the equipment in the Fitness Center after use. Members and their Guests must also dispose of their trash after consuming food and beverages at Cornerstone and are generally urged to cooperate in keeping Cornerstone Facilities clean and free of debris

2.7.2. Conduct. Members must conform to all Club policies and standards. Any person who is intoxicated may be requested to leave Cornerstone Facilities. All persons on Cornerstone Facilities are expected to restrain themselves from the use of profanity and unruly conduct

2.7.3. Clubhouse Employees; Courteous Conduct. Members and their Guests may not abuse any of the employees of Cornerstone, verbally or otherwise. All service employees are under the supervision of the Association, and no Member, Contract Purchaser, Tenant or Guest shall reprimand or discipline any employee or send any employee outside of Cornerstone for any reason. Members, Contract Purchasers, Tenants and Guests shall not request special personal services from the employees of Cornerstone.

2.7.4. Complaints and Suggestions. To facilitate the proper management of Cornerstone Facilities, all complaints, criticisms or suggestions of any kind relating to any of the operations of Cornerstone should be written, signed and addressed to the Association.

2.7.5. Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, petitions and solicitations shall not be posted in Cornerstone without the prior written approval of the Association.

2.7.6. Attire. Shirts and shoes must be worn at all times when within Cornerstone Facilities, except in the Pool.

2.7.7. Parking Areas. Self-parking is permitted on the street around Cornerstone. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators of the parking

restrictions may have their vehicles towed at their expense.

2.7.8. Guns. Firearms and other weapons of any kind are not permitted on Cornerstone Facilities at any time.

2.7.9. Gambling. Gambling is not prohibited on or about Cornerstone Facilities. This prohibition is not intended to restrict social card playing and board games.

2.7.10. Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways only for access to the entrance to Cornerstone Facilities. None of the foregoing may be used in Cornerstone or in areas adjacent to the Pool. Skates, in-line skates, skateboards, and bikes left on Cornerstone Facilities must be stored in the appropriate areas and are stored at your own risk.

2.7.11. Smoking. Smoking, including cigar, e-cigarettes and pipe smoking is not permitted within any of Cornerstone Facilities.

2.7.12. Dogs and Pets. Dogs (other than service animals) are not permitted on Cornerstone Facilities except under special circumstances when authorized by Association.

2.7.13. Personal Barbecues, Tents, Etc. No personal barbecues, tents, tarps or flooring such as Slip n' Slides, toddler pools, etc. may be brought onto Cornerstone Facilities unless as approved in writing by The Association.

2.7.14. Property Belonging to Cornerstone. Property or furniture belonging to Cornerstone shall not be removed from the room or area in which it is placed or from Cornerstone Facilities.

2.8. Rules are Subject to Change. the Association may promulgate supplemental or additional rules respecting the Pool, the Fitness Center and other Cornerstone Facilities from time to time.

Section 3. Special Rules Affecting Pool Use

3.1. Presentation of Key Fobs. Everyone must register and, if requested, be able to present an active Key Fob to a Pool Monitor or other Cornerstone attendants prior to entering the Pool and the adjacent areas. If an active Key Fob cannot be presented for whatever reason, the Pool Monitor has the authority to eject both the member and/or guests of all members of the party.

3.2. Types of Uses of the Pool.

3.2.1. Typical Use of Pool. The Pool is available for family use during typical operational hours. A "typical" use is unstructured in nature, and shall allow for the equal use of all Members. From time to time the Association may designate a special time and use for the pool, such as Aqua Classes.

3.2.2. Lap Pool. The Pool may be used as a lap pool from time to time. Generally, the designated use of the Pool as a lap pool will be in the mornings from 5am – 8am. When the Pool is being used as a lap pool, it may not be used except to swim laps or to participate in an organized exercise class.

3.3. Risk of Use. Use of the Pool is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each Member, Contract Purchaser or Tenant is personally liable for any injury to his or her family members, Guests and other invitees using the Pool.

3.4. Equipment and Towels.

3.4.1. Towels. You are required to bring your own towels.

Equipment and Furniture. All equipment used for water classes is the property of Cornerstone and should be returned to Cornerstone. Pool chairs are available for Members' use at no charge. All persons using Pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions can stain or damage the furniture. Damage caused by such products is the responsibility of the responsible Member. Saving of chairs for persons absent from the Pool areas is not permitted.

3.4.2. Floats. The use of inflatable floats is prohibited. By way of example, inner tubes, air mattresses, inflatable rafts and other flotation devices are not permitted. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as flotation devices to assist non-swimming persons.

3.5. Hours of Use. Swimming is permitted only during published open hours of the Pool. The Pool may also be closed for certain portions of the year for maintenance and repairs. It is the responsibility of the Members to know current hours of operation and rules.

3.6. Minors.

3.6.1. Diapers. Minors who are not toilet trained must wear appropriate swimming attire (swim diapers) designed to prevent pool contamination. DIAPERS, OTHER THAN SWIM DIAPERS, ARE NOT PERMITTED IN THE POOL.

3.6.2. Adult Supervision - Pool. Any non-swimming minors must be accompanied in the Pool by an adult that can swim. Minors under fifteen (15) years of age are permitted to use the Pool only if accompanied and supervised by an adult. Minors fifteen (15) years of age and older may use the Pool without adult supervision only if there is on file in the Association's office a Consent, Waiver, Release and Indemnification Agreement executed by the child's parent or legal guardian.

3.7. Showers. Showers are required prior to entering the Pool to remove all suntan oils and lotions.

3.8. Aqua Classes. From time to time, Aqua Classes may be offered at Cornerstone. Payment of a fee for participation may be required. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and try to stay for the entire class.

3.9. Food and Beverages. No food or beverage may be brought into the Pool area; however, food and beverages may be consumed at designated areas and on the patio area immediately adjacent to Cornerstone.

3.10. No Glass or Sharp Objects. Glass objects and sharp objects are not permitted in the Pool areas.

3.11. Games; Horseplay. Running, and noisy or hazardous activity will not be permitted in the Pool areas. Pushing, dunking, and dangerous games are not permitted. Snorkeling equipment, other than a mask, is not to be used in the Pool except as part of an organized course of instruction. The throwing of frisbees or wet clothes.

3.12. Diving; Climbing. No diving is permitted in the Pool. No climbing is permitted on any structure.

3.13. Attire. All swimmers must wear swimming attire. Tangas, cut-offs and non-swim shorts are not considered appropriate swimwear. All bobby and hair pins must be removed before entering the Pool.

3.14. Radios and Compact Disk Players. Radios, compact disk players and wireless speakers may only be used with earphones.

3.15. Trash. All persons using the Pool areas are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, and all other trash.

Section 4. Special Rules Affecting Fitness Center

4.1. Key Fobs. A Key Fob must be used to enter the Cornerstone Facilities, including Fitness Center.

4.2. Equipment and Towels. When others are waiting to use equipment, use of cardio-equipment is limited to thirty (30) minutes per person. Do not drop or bang weights. Use of all equipment is at your own risk. Members must bring their own towels to wipe down equipment after use. Stolen or Damaged equipment (due to improper use or negligence) is the responsibility of the Member and shall be paid for by the offending Member. Used equipment must be returned to original spot and wiped down after each use.

4.3. Video Monitoring. The Fitness Center area is video monitored by the Association.

4.4. Food and Beverages. Food and beverages may not be brought into the Fitness Center except for water in tightly closed bottles.

4.5. Attire. Proper workout attire is required.

4.6. Minors. Minors under fifteen (15) years of age are not permitted in the Fitness Center without adult supervision. Minors fifteen (15) years of age or older may use the Fitness Center without adult supervision, provided there is on file with the Association a Consent, Waiver, Release and Indemnification Agreement executed by such minor's parent or legal guardian.

4.7. Personal Trainers. You may bring your personal trainer or a fitness instructor into the Fitness Center as a Guest. Per Section 1.6 of Cornerstone at The Cove Clubhouse Rulebook, all Guests are required to sign a "Release of Claims, Assumption of Risk Indemnification Related to COVID-19" waiver form before using the Cornerstone Facilities.

4.8. Fitness Classes. From time to time, Fitness Classes may be offered at Cornerstone. Payment of a fee for participation may be required. When participating in scheduled classes, you should check in on time, follow the directions of the instructor, and try to stay for the entire class. Maximum capacity of the Fitness

Center is 21 persons.

4.9. Use at own Risk. Equipment shall be used at the risk of the Members, or authorized Guests..

Section 5. Violation of Club Rules; Suspension of Club Privileges

5.1. General. Violation of Cornerstone Rules may result in suspension of privileges and other sanctions imposed by the Association. In addition, Cornerstone privileges may be suspended by the Association in accordance with the Master Declaration and the Bylaws.

5.2. Suspension By Association. The Association may restrict privileges, eject persons from Cornerstone and temporarily suspend a person's access to Cornerstone, following the notice and hearing procedure set forth in the governing documents, in each of the circumstances listed below, and for the failure of the Owner to timely pay its Association Assessments. Suspension of privileges shall not entitle any Owner to a reduction of Association Assessments or to a refund of Association Assessments previously paid. Once a person is suspended by the Association, Management shall not allow such person access to Cornerstone until notified in writing by the Association that the suspension has been lifted. The following circumstances shall constitute grounds for suspension:

5.2.1. an Owner or a Tenant submits false information on the information sheet or application form which is known to be false;

5.2.2. the person violates one or more of these Rules and Regulations in a manner which endangers the safety of any other person or damages or threatens to damage Cornerstone property;

5.2.3. the person repeatedly violates Rules and Regulations which are not injury or property threatening;

5.2.4. the Guest of that person violates one or more of the Rules and Regulations then ineffect;

5.2.5. the person has injured or harmed any person within Cornerstone Facilities, or harmed, destroyed or stolen any personal property within Cornerstone Facilities, whether belonging to a third party or to Association Member.

Section 6. Responsibility of Users; Release of Liability; Indemnification

6.1. Accidents to be Reported. All accidents involving injury to a person or persons, or damage to property, shall be reported to the Association immediately.

6.2. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her immediate family members and Guests, all persons using Cornerstone through such Member, and the personal property of all of the foregoing.

6.3. Cars and Personal Property. Management and/or Declarant are not responsible for any loss or damage to any private property used or stored on Cornerstone Facilities. Without limiting the foregoing, any person parking a car in front of Cornerstone assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions left in the Fitness Center, on bicycles, or within cars;

and wallets, books and clothing left in the Pool areas. Property left by any person on Cornerstone Facilities and not claimed within ninety (90) days may be disposed of by the Association without notice. No bailment is intended, nor created by the preceding sentence.

Assumption of Risk of Activities; Release. Each person who enters Cornerstone assumes the full risk of injury which may result from such entry, whether from the use of any apparatus, appliance, or facility by that person or others, from any contest, game, function, or from any other activity operated, organized, arranged or sponsored by Cornerstone, either on or off Cornerstone Facilities (individually and collectively, "Cornerstone Use and Cornerstone Functions." By entering Cornerstone, each such person hereby and thereby jointly and severally releases and discharges the Association, the Declarant and the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Released Parties") from any and all claims such person may have, now or in the future, which are in any way related to any Cornerstone Use and Cornerstone Functions. Claims shall include, but shall not be limited to all rights, remedies, actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever which such person may have as the result of any act, omission, promise of obligation of any one or more of the Released Parties; and the releases in this paragraph are given by such person, on his or her own behalf and on behalf of his or her successors in interest, heirs and assigns.

6.4. Member Liability. Each Member, Tenant and Contract Purchaser shall be liable for any and all injury to persons and property at Cornerstone, and for any and all injury to persons and property resulting from any Cornerstone Use and Cornerstone Functions, which is caused by that Member, Tenant or Contract Purchaser, or by any person using Cornerstone or engaging in Cornerstone Use and Cornerstone Functions by reason of their relationship to such Member, Tenant or Contract Purchaser. All persons having liability under this Paragraph 6.5. shall be jointly and severally liable for all resulting damages.

6.5. Indemnification of Declarant and Association. In addition, each Member, Tenant and Contract Purchaser shall defend, indemnify and hold each and every one of the Released Parties harmless from and against any and all Claims incurred by or asserted against any of the Released Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the use of Cornerstone or participation in Cornerstone Use and Cornerstone Functions by such Member, Tenant or Contract Purchaser, the members of their respective households, their Guests, and other persons entering Cornerstone or participating in Cornerstone Use and Cornerstone Functions as a result of their relationship.

6.6. Attorney's Fees. In the event of any action or proceeding brought to enforce any one or more of these Rules and Regulations, the prevailing party shall be entitled to recover its attorney's fees, paraprofessional fees, and court costs and expenses, both at trial and upon appeal, in addition to all other appropriate relief.

Section 7. Miscellaneous

7.1. Committees. The Association may establish committees from time to time respecting Cornerstone. The Association has the authority to establish a three (3) or more person committee(s) which would be responsible for organizing events for the Members of the Association. Committee members will be volunteers and will not be compensated for their time of service. Only Member of Association in good standing can serve on a committee(s). All events held on Cornerstone premises, shall follow all rules outlined in this Rulebook, and shall get approval of the HOA Board.

7.2. Authority to Promulgate and Amend Rules. THESE RULES AND REGULATIONS ARE SUBJECT

TO CHANGE AT ANY TIME. CORNERSTONE IS A PRIVATELY-OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION AS PROMULGATED BY THE BOARD OF DIRECTORS. These Rules and Regulations may be amended from time to time by the Association without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be posted in a conspicuous place within Cornerstone or, in the Association's sole discretion, communicated otherwise to the Members of Cornerstone. All Rules and Regulations promulgated by the Association shall become effective on the date determined by the Association.

NOTE: THESE RULES AND REGULATIONS WERE CURRENT AS OF _____. PLEASE CHECK WITH THE ASSOCIATION OR MANAGEMENT FOR ANY UPDATES, ADDITIONS AND CHANGES.

Section 8. COVID-19 Pandemic Safety Protocols and Guidelines

This section was created to establish a baseline, or working, understanding of the pandemic rules as they develop/evolve. This is not meant to be a stagnate document – the current rules in place by the State or County shall supersede this document. It is incumbent upon the users of the facility to understand the current CDC or State rules and strive to abide by them. Any violations should be reported to the Association.

The Association will do its best to understand all rules, and enforce them to the best of their ability. However, it is not probable that the Association can keep track of the usage of the facility at all times. Therefore, these rules are meant to provide guidance to the users.

******Please refer to Centers for Disease Control and Prevention webpage for any recent information and updates regarding COVID-19 (www.cdc.gov).******

Section I. General Information

- Coronavirus disease 2019 (COVID-19) is a respiratory illness which spreads from person-to-person through respiratory droplets when people cough, sneeze, or talk. It may also be contracted by touching surfaces and/or objects that have virus on them and then touching your mouth, nose, or eyes. COVID-19 can sometimes cause serious complications and may be spread by people who are not experiencing any symptoms.

Section II. Modification to Cornerstone Operation Processes.

- The Association will be following federal, state, and local regulations for gym and public use facilities. This will require for Cornerstone to be partially or fully closed at times to prevent the spread of disease. The Association will communicate any updates to operation processes to its Members. **It is a responsibility of every Member to not visit Cornerstone if they are showing any symptoms of disease or if they might have been exposed to COVID-19.**
- During the time of the pandemic, if the Cornerstone facilities are open, no Guests will be allowed in Cornerstone, only Members. Rules regarding guests may change from time to time at the discretion of the Association as the pandemic rules and restrictions change.

- A physical distance of at least 6 feet should be maintained while in the facility.
- Masks should be worn in all areas of the facility, and must be worn as required by the County or State. As of the date of these rules, masks are required for all persons while indoors.

Section III. Modification to Cornerstone Gym Operation Processes.

- Gym equipment must be wiped down and sanitized prior and after each use by Members.
- Masks must be worn while using the gym.
- Social distancing should be maintained including around cardio equipment and free weight areas.
- Any door handles, switches should also be wiped down and sanitized after each use.

Section IV. Exposure to COVID-19.

- Members who tested positive for COVID-19 and have visited Cornerstone facilities, should notify the Association immediately.
- Enhanced cleaning and disinfection will be performed after anyone suspected or confirmed to have COVID-19 and who visited Cornerstone facilities.