

KCA CLUB ACCESS POLICIES, RULES AND REGULATIONS
Effective as of May 16, 2016

KCA CLUB
AMENDED KCA CLUB ACCESS POLICIES, RULES AND REGULATIONS

KCA MEMBERS

In accordance with the KCA governing documents, *KCA Members* are defined as KCA property owners as listed on the property deed as owning an interest in a subject property. If the subject property is owned in the name of a corporation or other legal entity, the individual designated in writing to the KCA who shall have the power to exercise all rights of membership associated with such membership shall be treated as the KCA Member for purposes of exercising KCA membership privileges.

ACCESS CARDS

1. The KCA Club will issue access cards to each KCA Member in good standing and their Immediate Family Members who are at least 15 years old. Access cards must be presented to gain access to the KCA Club at all times. In the event that an access card is lost or stolen, the person to whom it was issued shall notify the KCA Club so that a new card can be issued. The KCA Club may charge a replacement fee in such amount as the KCA Board of Directors may determine to be appropriate.
2. *Good Standing* means Member must be i) less than 30 days delinquent in KCA dues or any Civic Fee payments owed to the KCA as set forth in the KCA Civic Fee Covenant and, ii) in compliance with all KCA CC&Rs, Covenants, KCA Club Policies, Rules and Regulations.
3. *Immediate Family Members* includes the spouse/significant other and children of a KCA Member.
4. Loaning a membership card to a non-member for the purpose of gaining access to the KCA Club will result in a loss of KCA Club privileges.

GUEST ACCESS PRIVILEGES

Guests of KCA Members may be extended guest access privileges to the KCA Club subject to guest fees, charges, rules and regulations in effect at the time. Guest privileges may be denied, withdrawn or revoked at any time by the Manager of the KCA Club for reasons considered sufficient by the Manager of the KCA Club in his/her sole discretion.

1. Only KCA Members, Immediate Family Members and their accompanied guests may use the KCA Club during blackout periods. No Qualified Lessees or unaccompanied guests are permitted to use the KCA Club during blackout periods. Blackout periods include:
 - Martin Luther King Holiday weekend (Friday through Monday)
 - Presidents Day weekend (Friday through Monday)
 - Fourth of July weekend (July 4th through the following Monday)

- Labor Day weekend (Friday through Monday)
- Two weeks over the December holiday season (December 19th through January 5th)

2. When accompanied by a KCA Member or Immediate Family Member, up to 4 guests per KCA Member household may access the facility for free on the same day. At the KCA Club Manager's discretion, additional accompanied guests may be permitted to access the facility. Accompanied guests in excess of 4 will be charged a day use fee to be collected as a credit card payment at the KCA Club check-in counter.

3. KCA Members may invite their Extended Family including parents, grandchildren, siblings and their Extended Families' Immediate Family Members to enjoy the KCA Club as unaccompanied guests of the KCA Member. Use of the KCA Club by Extended Family shall be subject to advance registration with the KCA Club Manager, check in with the KCA Club staff and presentation of photo identification. The KCA Club Manager may limit the number of Extended Family guests that may use the KCA Club at the same time and may restrict use by Extended Family during peak times. Extended Family guests may not host other guests.

4. No guest, other than Extended Family members, may use the KCA Club facilities more than 2 times during any calendar month or 6 times during any calendar year [without paying the daily guest use fee in effect at the time].

RESTRICTED SEASONAL ACCESS CARDS

1. KCA Members in Good Standing can request Restricted Seasonal Access Cards to the KCA Club facility for their Qualified Lessees and their Qualified Lessees Immediate Family Members. *Qualified Lessees* are annual leaseholders, lessees leasing for 4 months or more during the winter season and 2 months or more during the summer season. A written lease must be provided to evidence the lease arrangement and the lessor must have paid the Restricted Access Fee.
2. Restricted Seasonal Access Cards have certain requirements and restrictions:
 - Only the individual whose name appears on the lease and their Immediate Family Members ages 15 years of age or older may obtain Restricted Seasonal Access Cards
 - No more than 8 Restricted Seasonal Access cards will be issued per KCA property lease contract.
 - Restricted seasonal access cardholders are not permitted to bring guests.
 - Restricted seasonal access cards are not valid during blackout periods.
 - Restricted seasonal access cards are only valid during KCA staffed time periods.

Restricted seasonal access cards are available for a fee, payable in advance of the season

- Fee schedule: \$500 winter season for a family of up to 6 people plus \$75 for each additional person.
\$250 summer season for a family of up to 6 people plus \$50 for each additional person.

GENERAL KCA CLUB RULES

1. Members and their guests shall abide by all rules and regulations of the KCA Club as they may be amended from time to time.
2. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the KCA Club will subject the person in violation to disciplinary action including but not limited to loss of KCA Club privileges.
3. The Board of Directors of the KCA reserves the right to amend or modify these rules as it determines appropriate from time to time and will notify the Membership in writing of any change.
4. The personnel of the KCA Club have full authority to enforce these rules and any infractions will be reported to the General Manager of the KCA.
5. The KCA Club facilities shall be open on the days and during the hours as may be established from time to time by the Manager of the KCA Club and approved by the General Manager of the KCA. Areas of the KCA Club may also be closed from time to time for scheduled maintenance and repairs.
6. Children under the age of 15 years of age are not allowed on the KCA Club premises at any time unless accompanied by, in the presence of, and supervised by an adult.
7. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the KCA Club during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of California, or any applicable ordinances or regulations. Except as the KCA Club may otherwise specifically authorize, all alcoholic beverages consumed or otherwise possessed on the KCA Club facilities must be sold and purchased at the KCA Club.
8. Commercial advertisements or solicitations of any kind shall not be posted, circulated, or made on the KCA Club facilities or on the KCA Club's stationery or any website associated with or referencing the KCA Club without the prior approval of the Board of Directors of the KCA.
9. Other than as permitted by the Board of Directors of the KCA, no petition shall be originated, solicited, circulated or posted on any of the KCA Club facilities or websites.
10. It is contrary to the KCA's policy to have the facilities used for functions which are in any way related to past, present or future fund raising efforts for the benefit of a political cause, except as specifically permitted by the Board of Directors of the KCA. The KCA Club facilities shall not be used in connection with organized religious service unless otherwise determined by the Board of Directors of the KCA.

11. Members shall not request special personal services from employees of the KCA Club who are on duty or the personal use of the KCA Club's furnishings or equipment, which are not ordinarily available for Members' use.
12. Dogs or other pets (with the exception of service dogs for the disabled) are not permitted in the Club.
13. Smoking is not permitted in the KCA Club or any of the KCA Club facilities including the pool and the spa at any time.
14. Absolutely no fireworks are permitted anywhere on the KCA Club facilities or adjacent areas.
15. Firearms and all other weapons of any kind are not permitted at the KCA Club facilities at any time.
16. Horseplay, profanity, disruptive conduct and indiscreet behavior are strictly prohibited at the KCA Club facilities.

LIABILITY FOR USE OF KCA CLUB FACILITIES AND ASSUMPTION OF RISK

1. Each Member as a condition of Membership, and each guest as a condition of invitation to the KCA Club, assumes sole responsibility for his or her personal property. The KCA Club shall not be responsible for any loss or damage to any personal property used or left at the KCA Club facilities.
2. Members of the KCA Club shall be liable for any property damage and/or personal injury at the KCA Club, or at any activity or function operated, organized, arranged or sponsored by the KCA Club, caused by the Member, its Immediate Family Members or guests.
3. Any Member, family Member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the KCA Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the KCA Club, either on or off the KCA Club's premises, shall do so at his or her own risk. The Member, his or her family Members and guests shall hold the KCA Club, the KCA and its affiliates, Members, directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of the KCA Club, the KCA or its affiliates, Members, directors, officers, employees, affiliates, representatives or agents. Any Member shall have, owe and perform the same obligation to the KCA Club, the KCA and its affiliates, Members, directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family Member.