

**BELLASERA COMMUNITY ASSOCIATION
BOARD OF DIRECTORS MEETING
Bellasera Community Clubhouse
7350 E. Ponte Bella Drive, Scottsdale Arizona, 85266**

February 24, 2011

MINUTES

Members Present

- Dennis Carson, President; Susan Loiselle, Vice President; Anne Chernis, Secretary; Ted Dixon, Treasurer and Anna Ingram, Director
- Absent: Bruce Martin, Director

Others Present

- Viola Lanam, Community Manager, AAM and Sharon Foxworth, Assistant
- Several committee members and home owners were present.

Call to Order

- Dennis Carson, President, called the meeting to order at 2:00 p.m. and stated that if there was an item on the agenda residents wanted to discuss to please wait until the item was brought up.

Resident Questions

- Suzanne Guyan requested retaining the \$4,000 budget for the Social Committee for 2012.
- Dennis explained the process of how the Budget and Finance Committee comes to the conclusion for the Budget.

Approval of Minutes

- A motion was made to approve the minutes from the January 27, 2011, Board meeting. Minutes were approved as submitted.

Treasurer's Report

- Ted Dixon spoke to the budget items for next year.

Budget and Finance

- Charles Schroeder reviewed the January 2011, financials.
- Clayton Loiselle, the Chair of the Budget and Finance Committee, moved the Board to adopt the following CONTINUING RESOLUTION to authorize any two officers to make various financial investments as appropriate:

RESOLVED:

WHEREAS, the Bellasera Community Association ("BCA") Reserve Fund is currently valued at approximately \$960,000, and

WHEREAS, these funds are held in a combination of segregated, FDIC insured accounts at Mutual of Omaha Bank ("MOB") and Merrill Lynch ("ML"), and

WHEREAS, ongoing periodic contributions will be made to the Reserve Fund, and

WHEREAS, from time to time, MOB and ML make available new investment vehicles and attractive investment rates.

NOW THEREFORE, The Board of Directors of the Bellasera Community Association hereby approves a Continuing Resolution authorizing any two officers of the Board of Directors to make various financial investments as appropriate from time to time in order to optimize the returns, liquidity, and safety of the Reserve Funds, PROVIDED HOWEVER, that such investments shall be insured by the FDIC or are direct obligations of the United States Treasury, that the term of such investments shall not exceed two years, and that such investments shall not result in a proliferation of unmanageable accounts.

The Motion passed.

Modification Committee

- None

Building and Grounds Report

- None

Communications Report

- None

Social Committee Report

- None

Community Manager

- The report is attached.

President's Report

- Dennis Carson reminded everyone of the Annual meeting that is to take place on April 17, 2011, at 2:00 PM at the clubhouse.

Old Business

- None.

New Business

- The Violation Enforcement Policy was discussed and the need to increase the amount of the fine, and the need to streamline the violation process to encourage compliance. A motion was made to adopt the following resolution amending and restating the Violation

Enforcement Policy to increase the fine from \$100 for each violation to \$250 and make other changes as set forth in the attached Policy restatement.

RESOLVED:

The amended and restated VIOLATION ENFORCEMENT POLICY, a copy of which is attached hereto, is adopted, effective immediately, to increase the amount of each fine to \$250, and to make such other changes as are incorporated therein.

The Motion passed.

- The Facilities Policy And Reservation Form was discussed. A motion was made to adopt the following resolution amending and restating the Facilities Policy and Reservation Form.

RESOLVED:

The AMENDED AND RESTATED POLICY AND CONTRACT FOR THE USE OF THE BELLASERA ASSOCIATION RECREATIONAL FACILITIES, a copy of which is attached hereto, is adopted, effective immediately, to add a requirement to collect a refundable security deposit in the amount of \$125 to reimburse the Association for costs incurred for damage repair and cleaning, if excessive, as determined in the sole discretion of the Manager.

The Motion passed.

- A motion was presented to adopt the following resolution to amend and restate the Bellasera Bylaws

RESOLVED:

The Board recommends amending and restating the Association's Bylaws to incorporate the changes to Sections 4.1 and 5.2 as set forth on the attached EXHIBIT A, subject to approval by 51% of the Owners. The proposed amendments shall be placed on the ballot submitted to the Owners for a vote at the next Annual Meeting in April 2011. Any officer may take such additional action as the officer determines to procure the vote of members who do not submit ballots at the Annual meeting.

The Motion passed.

- There was discussion regarding using the Brown Law Group, PLLC for general legal advice and to pursue collections. Viola stated they were recommended by AAM. A motion was made to adopt the following resolution:

RESOLVED

The Board approves the use of the BROWN LAW GROUP, PLLC as a non-exclusive alternate legal counsel for the purpose of pursuing collection matters on behalf of the Association, and to render general legal advice to the Association. The any officer is authorized and directed to execute such law firm's standard legal engagement contracts, copies of which are attached hereto. The Manager may refer collection matters to such law firm from time to time as the Manager directs. The President and Manager may consult with such law firm regarding general HOA issues as the President or Manager determine.

The motion passed.

The following motion was made:

RESOLVED:

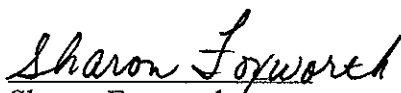
The contract with the Pearson Company regarding the care of the plants in the clubhouse shall be terminated. The Manager shall purchase appropriate plants and arrange for suitable care.

The motion passed.


Adjournment

- There being no further business, the meeting was adjourned at 4:20 p.m.

Respectfully submitted,


Sharon Foxworth
Recording Secretary

Approved by,


Anne Chernis
Board Secretary

Attachments:

Continuing Resolution
Community Manager's Report
Violation Policy
Facilities Policy
Motion to Amend Bylaws

Bellasera Community Association

Board of Directors – Regular Session
Thursday, February 24, 2011

FINANCIALS:

January 2011 Financials are attached. As of **01-31-2011** there was **\$134,297** in the Operating checking account, **\$1,548** in the Onsite checking account, totaling **\$135,769** in total working capital. A **Reserve Savings** balance of **\$1,010,374** is **68.96%** of the projected **\$1,465,120** Reserve Study goal for end of FYE 2010-11. The community was approximately **\$5,722 over** budget in operating expenses for January and was **\$15,600 over** budget for FYTD.

MAJOR ITEMS COMPLETED SINCE LAST MEETING:

- Approved and coded invoices for AP processing.
- Reviewed January financials and prepared MTD/YTD variance reports.
- The Association received a code violation from the City of Scottsdale regarding over grown vegetation along Scottsdale Road. Four-Peaks took care of the issue.
- As you are aware, the redecorating project for the clubhouse is almost completed and you can thank Susan Loiselle for the project.
- There was an issue with the plumbing (toilet) at the guardhouse. This issue turned into a huge repair as it was caused by a large tree root. Bellsito Plumbing had to have an excavator for digging, and replace the necessary pipe and it was work that needed to be done immediately.
- The cabinet for the fitness area will be delivered on Thursday. Dr Paint is scheduled to stain it on Friday.
- Environmental Air reset the thermostats as requested.
- The 60-day notice for the Annual Meeting was mailed February 11th.. This mailing also included a letter from the President and information on the key pad entry for Quick Pass.
- Arizona System Design has been called to repair the steam room in the women's locker room.
- The final checks for the carpeting, window coverings and furniture have been requested.
- DR Paint has a few items on the punch list to complete.
- Sharon and I continue to respond to telephone calls and e-mails.

**Bellasera Community Association
Violation Enforcement Policy
Amended and Restated effective February 24, 2011
Revoking entirely all prior Violation Enforcement Policies**

WHEREAS, Article XV of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bellasera as recorded in the Official Records of Maricopa County Recorder on November 28, 2007, record #2007-1259522 ("Declaration"), in addition to other legal or equitable rights or remedies grants to the Bellasera Community Association, Inc. ("Association") the power to levy reasonable fines against an Owner for a violation of the Governing Documents by the Owner or lessees of the Owner, provided that the Owner is given notice and an opportunity to be heard before the imposition of the fine, and

WHEREAS, Arizona Revised Statute §33-1803 provides rules the Association must follow before enforcing the provisions of the Association's documents, and

WHEREAS, The Board has determined that the existing Violation Enforcement Policy should be amended.

NOW, THEREFORE, IT IS RESOLVED, effective immediately, the prior Violation Enforcement Policy is amended and restated as follows:

Nothing in this Violation Enforcement Policy shall amend or revoke any provision of the Assessment Collection Policy adopted by the Association on December 5, 2000 regarding the collection of Assessments as defined by the Governing Documents.

1. Definitions. Terms used herein shall have the same meaning as defined in the Declaration unless otherwise noted.
2. Violations.
 - a. The following are violations ("Violations") subject to terms and conditions of this Violation Enforcement Policy:
 - (1). Architectural: Any activity or condition prohibited under Section 11.1 of the Declaration and the failure upon receipt of the Initial Notice of Violation: (i) to cease all work on the alleged violation immediately and (ii) cure the alleged violation within 10 days of the receipt of the Initial Notice of Violation (or if such Violation cannot be cured within 10 days, the failure of the Owner to commence correction of the alleged violation within 10 days of receipt of the Initial Notice of Violation and diligently pursue such correction until completed).
 - (2). Use Restrictions: Any activity that occurs on any Lot or Common Area that is prohibited under the Governing Documents or a Policy or Rule adopted by the Board and not otherwise expressly authorized by the Board.

b. Recurring Violations. A reoccurrence of the same violation within sixty (60) days of the original violation will be considered a new violation and subject the Owner to the imposition of an additional fine.

c. Separate Violations. Each activity or condition identified above shall be a separate Violation.

3. Notice of Violation.

a. Initial Notice of Violation. Upon verification of the existence or occurrence of a prohibited activity or condition described in section 2, the Bellasera Manager will send to the Lot Owner a written notice of the Violation ("Initial Notice"). The Initial Notice will:

- (i) Describe the specific nature, description and location of the Violation;
- (ii) Cite the specific provision of the Governing Documents allegedly violated;
- (iii) Provide the date of the alleged Violation or the date the alleged Violation was observed;
- (iv) Request the Owner (and tenant, if any) to cease the prohibited activity and/or cure the alleged Violation;
- (v) Describe the Association's intended remedy and the manner in which it will be enforced; and
- (vi) Describe the Owner's right to a hearing and appeal.

b. Owner's Initial Response. An Owner who receives an Initial Notice may deliver to the Association, by certified mail within 15 days after the date the Initial Notice was delivered, a written response to the alleged prohibited activity or condition and request a hearing ("Owner's Response"). The response shall be sent to the address contained in the Initial Notice or in the recorded notice prescribed by A.R.S. § 33-1807, subsection J.

c. Second Notice. Within 10 business days after receipt of the Owner's Response, the Association shall deliver to the Owner a written explanation ("Second Notice") that shall provide at least the following information (unless previously provided in the Initial Notice of Violation):

- (i) the specific nature, description and location of the Violation;
- (ii) the specific provision of the Governing Documents that has allegedly been violated;
- (iii) the date of the Violation or the date the Violation was observed;
- (iv) the first and last name of the person or persons who observed the Violation; and
- (v) the process the Owner must follow to contest the notice.

d. Remedy. The Association's remedy may be one or more of the following:

- (i) assess a fine at the rate of \$250 beginning on the 15th day following delivery of the Initial Notice if the alleged Violation has not been

- corrected by such date, and an additional fine of \$250 for each additional 14 days the Violation remains uncorrected thereafter;
- (ii) correct the offending improvement at the expense of the Lot Owner through a Benefited Assessment being levied against the Lot Owner, which may be recorded as a lien against the Lot; or
- (iii) any other remedy under law or at equity, the Governing Documents or this Violation Enforcement Policy, including but not limited to injunctive relief.

e. Late Payment Charges. A 10% charge will be assessed for a late payment of a fine. A payment is deemed late if it is unpaid fifteen or more days after its due date. Any monies paid by a member for an unpaid fine shall be applied first to the principal amount unpaid and then to the interest accrued.

4. Hearing and Appeal Rights. An Owner may request a hearing before the Board by delivering a written request for a hearing to appeal the fine ("Notice of Appeal") by certified mail to the Board within 15 days after the date of the Initial Notice. The Notice of Appeal shall set forth the reasons the Owner believes the alleged Violation is invalid or the proposed remedy is not warranted. The Board will notify the Owner of the date and time of the hearing. The Assessment and collection of all fines shall be postponed pending the hearing of the appeal before the Board if the Owner files an Owner's Response with 15 days of the Initial Notice.

Should the Lot Owner fail to deliver the Owner's Response by certified mail within 15 days after the date of the Initial Notice that Owner will have waived the right to a hearing and an appeal.

Subject to applicable law, the appeal shall be heard in Executive Session and the Board President will preside at the hearing and establish rules for the orderly conduct of the hearing, and upon completion of the hearing the Board will make their decision in closed session. The President will deliver notice of the Board's decision to the Owner within seven (7) working days after the hearing.

5. Association's Corrective Action. At any time after providing the information required in paragraph 3.c., the Association may elect to correct an offending improvement Violation, but only if, in its reasonable judgment, it determines the Violation may be readily corrected, removed or abated without undue expense and without breach of the peace, and with qualified contractors. Where management decides to initiate any action by qualified contractors, the following will apply:

- a. Management must give the Lot Owner and any third party directly affected by the proposed action prior written notice of undertaking of the action.
- b. Cost incurred in correcting or eliminating the Violation will be referred to the Association to be recovered from the Lot Owner as a Benefited Assessment as set forth in Article X of the Declaration.
- c. The Association, and its agents and contractors will not be liable to the Lot Owner or any third party for any liabilities, damages or costs alleged to arise

by virtue of action taken under this Paragraph 5 where the Association and its agents have acted reasonably and in conformity with this Violation Enforcement Policy.

6. Referral to Legal Counsel. In addition, nothing in this Policy will limit the Board of Directors right to seek immediate injunctive relief at anytime, regardless of the presence or absence of notices hereunder, for any violation of the CC&Rs that the Board of Directors determines, in its sole and absolute discretion, constitutes a material danger to persons or property or requires immediate action for any other substantial reason.

7. Notices.

- a. All notices must be in writing.
- b. Any notice other than certified mail will be deemed delivered upon the earlier to occur of the following:
 - (i) When the notice is delivered by facsimile the notice is deemed delivered when the sender receives a receipt acknowledging delivery.
 - (ii) When the notice is mailed using the United States Postal Service, the notice is deemed delivered on the fourth business day after the notice is deposited into a receptacle of the United States Postal Service with postage prepaid and addressed to the most recent address of the recipient according to the records of the Association.
- c. Certified mail shall be mailed with a return receipt requested to prove delivery.

**AMENDED AND RESTATED POLICY AND CONTRACT FOR THE USE OF THE
BELLASERA ASSOCIATION RECREATIONAL FACILITIES**

EFFECTIVE FEBRUARY 24, 2011

A. Definitions

1. Capitalized terms used in this Policy have the same meaning as used in the AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLASERA COMMUNITY ASSOCIATION.
2. **Recreational Facilities:** Those parts of the Common Area suitable for recreational use. These are the clubhouse (including patios and parking lot), the pool area (including Jacuzzi and deck), the grass area outside the clubhouse, the basketball court, the tennis courts, the massage room, the lounge area, the fitness area, and the activity room (the large room on the South side of the clubhouse, including both halves of the room and the kitchen) ("facilities"). The remainder of the Common Area is not considered recreational facilities.
3. **Guest/Invitee:** A Guest/Invitee is someone who is visiting an Owner.

B. General Policy

1. The Bellasera Recreational Facilities are generally limited to the common use and enjoyment of the Owners, their immediate family members, co-occupants, and lessees, except as expressly provided herein. Any use by a Guest/Invitee is intended to be infrequent and is subject to limitation by the Board of Directors. This policy is intended to establish rules and regulations for the use of the facilities and applies to all Owners and their Guests/Invitees.
2. The facilities are available to all Owners equally, except as follows:
 - a. An Owner whose account is delinquent is not permitted to use any of the Association's Recreational Facilities until his or her account is brought current.
 - b. An Owner whose right to use the Recreational Facilities has been suspended by the Board for a violation is not permitted to use any of the Association's Recreational Facilities, except the grass area, while so suspended.
 - c. An Owner who has leased his or her Lot will be deemed to have abandoned all rights to use any Recreational Facility. For a lessee to have use of or access to a facility the Owner must have notified the Community Manager about the legal leasing of his or her lot. The Owner must also return his or her clubhouse access key tabs to the Community Manager. The Community Manager will issue tabs to the lessees.

3. Guests/Invitees are permitted on a limited basis, as provided herein. Other “invitees” such as religious groups, political groups, charities, and other such organizations may be granted use and access only upon express approval of the Board.
4. An Owner extending his or her right to use to a Guest/Invitee must be physically present at all times while the Guests/Invitees are using the facility, including preparation and cleanup. For use by family, co-occupants, or lessees the Owner’s presence is not required.
5. An Owner is responsible for the behavior of all members of the Owner’s family, co-occupants, lessees and Invitees/Guests using the facilities and is expected to control the behavior of the Guests/Invitees at all times. An Owner sponsoring an activity is responsible to ensure that no illegal activity (e.g., under-age drinking, vandalism, etc.) is committed by facility users on Bellasera property. The Owner has the prime responsibility to call law enforcement officials should it be necessary. The gate guard should also be notified. The Owner accepts all liability for property damage and/or personal injury when sponsoring an event and agrees to reimburse the Association for all damages to the facility and the Association’s property during any activity sponsored by the Owner.
6. Use of Recreational Facilities other than as set forth in this policy may be authorized by the Board on a case-by-case basis.
7. Facilities are available for use during posted times only.
8. All residents using any of the Recreational Facilities shall conduct themselves with common courtesy and civility. They will refrain from the use of abusive, rude, threatening, and/or crude language and physical behaviors.
9. No Guest/Invitee who provides services as a trainer, teacher, massage therapist or any similar activity (“Trainer”), whether or not compensated for such services, may enter onto any of the Recreation Facility unless the Trainer agrees, on such forms as provided by the Association, to assume responsibility for any damage, accident or injury in connection with such services.

The Trainer must further agree to save harmless the Association, and, at Association’s option, defend it, from any and all liabilities and action of whatsoever nature by any Invitee/Guest of the Owner growing out of the use of the facilities, except where such loss, injury or damage can be clearly proven to have resulted from and been caused by the direct negligence of the Association, its agents, servants or employees in the operation, care or maintenance of the facility.

The Trainer must carry a policy of insurance to afford protection with limits, for each occurrence, of not less \$1,000,000 with respect to personal injury or death covering the Guest/Invitee against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the facility. A copy of the declaration page of the policy must be provided to the Association prior to performing any activities.

10. All concerns and comments should be addressed in person or writing to the Community Manager.
11. **IN CASE OF EMERGENCY, CALL 911 IMMEDIATELY. NOTIFY SECURITY AT MAIN GATE. OFFICERS ARE CPR CERTIFIED.**

C. Enforcement

1. Any Owner who fails to abide by the terms of this Policy will be considered to be in violation of this policy and may by action of the Board be barred from using the Recreational Facilities for a period not to exceed 30 days for each violation. Continuing violations may result in revocation of use for longer periods. Any such Board action will be implemented after appropriate notice.
2. Owners violating this Policy may be assessed fines up to \$250 as approved by the Board. These fines may be in addition to charges assessed for cleaning charges or for damage to facilities as a result of use by an Owner or Guest/Invitees. These fines will be assessed after appropriate notice.
3. Fines and damages will be assessed to the Owner.

D. Specific Policies

1. Clubhouse Policy

- a. The clubhouse is open daily to the Owners and their Guests/Invitees from 5 a.m. until 12 midnight.
- b. No pets are permitted in the building at any time.
- c. No smoking is permitted within the building, pool area, exterior patios or courts at any time.

2. Massage Room Policy

The massage room may be used for personal services suitable to the room for the benefit of Owners and their Guests/Invitees. Owners may reserve the massage room with the Community Manager.

3. Lounge/TV Area

- a. The lounge/TV area is available to all Owners and their Guests/Invitees at all times during authorized hours.
- b. Wet clothing or towels are not allowed in this area.

4. Activity Room Policy

a. USE PRIORITY:

- (i). **BCA BUSINESS USE:** The Board of Directors and Committees shall have **EXCLUSIVE** use of the Activity Room for conducting Association business on the dates set forth on the annual calendar established by the Board at its annual organizational meeting.
- (ii). **SOCIAL COMMITTEE SPONSORED COMMUNITY EVENTS:** Subject to paragraph (i) above, the Social Committee shall have the right to reserve the **EXCLUSIVE** use of the Activity Room and kitchen, and the **NON-EXCLUSIVE** use of the adjoining hallway that runs from the main building entrance to the door exiting to the pool, the lounge area niche, and outside areas of the building, for social events open to all BCA Owners and their guests. The Community Manager shall calendar such events.
- (iii). **NON-SOCIAL COMMITTEE SPONSORED COMMUNITY ACTIVITIES:** Subject to paragraphs (i) and (ii) above, the Community Manager shall reserve the Activity Room for the **EXCLUSIVE** use of non-Social Committee events, programs, and activities (recurring and non-recurring) that are open to all BCA Owners and guests, such as poker, bridge, exercise classes, lectures, presentations, etc. The Community Manager shall calendar such events.
- (iv). **PRIVATE EVENTS:** Provided there is no conflict with any event identified in paragraphs (i), (ii), and (iii) above, an Owner may rent the Activity Room and the adjoining kitchen for **EXCLUSIVE** use by the Owner and guests for a private event sponsored by the Owner, provided the Owner satisfies all the terms and conditions set forth below and the event is permitted under the CC&Rs. The Community Manager may not calendar the private event until the Community Manager is satisfied the Owner has met all conditions set forth below.

An Owner may also rent for **NON-EXCLUSIVE** use during the private event the adjoining hallway that runs from the main building entrance to the door exiting to the pool, the lounge area niche, and outside areas of the building. These areas may not be roped off or otherwise modified to deny or restrict access and use by other Owners.

TERMS AND CONDITIONS: The rights granted in this paragraph a. (iv) are expressly conditioned on:

(A) Delivery to the Community Manager of a signed **FACILITIES RESERVATION REQUEST AND CONTRACT** form, a copy of which is attached and made a part hereof,

(B) Paying all fees as set forth on the form,

(C) Delivery of the required insurance binder as described on the form, and

(D) Compliance with the CC&R Rules for permitted activities.

THE USE OF THE FACILITIES BY AN OWNER FOR A PRIVATE EVENT IS SUBJECT TO THE RULES SET FORTH IN THE CC&RS, WHICH MAY BE WAIVED ONLY WITH THE CONSENT OF THE BOARD OF DIRECTORS.

- v. Provided there is no conflict with any use provided in any of the above paragraphs, Owners may use the Activity Room and the other areas of the facility on a NON-EXCLUSIVE basis (such as personal workouts, including with a trainer). An Owner may only reserve the Activity Room for exclusive use if the Owner rents the room and complies with all the terms and conditions set forth above.
- b. When the Activity Room is used for any approved activity in paragraphs a (ii) or a (iii) above, at least 75% of the participants must be Owners.
- c. If any of the users are under 18 years of age, an Owner 18 years or over must be present at all times.
- d. Use of the Activity Room by an Owner for private events must be requested no less than 14 days in advance from the Community Manager. Reservations may be made up to six months in advance. The intended use must be stated. The Community Manager will approve or disapprove the request based on this policy. The Owner may appeal the decision to the Board.
- e. The Activity Room must be used for the purpose stated in the request.
- f. The number of attendees must not exceed the maximum capacity of the facility. For social events, this is 70 persons. For Association authorized activities this number may be increased under the supervision of the Community Manager.
- g. Use of the Activity Room does not give the Owner or their Guests/Invitees any priority in any other part of the clubhouse or pool area.
- h. Keys to the facility and dumpster will be given by the gate guard to the Owner only, not any Guest/Invitee. The Owner must sign and legibly print his or her name, local phone number and address on the sign out sheet. The contract will include agreement regarding time keys are to be returned and fees for lost keys.
- i. There will be no charge for use of the Activity Room for Association authorized activities as set forth in paragraphs a (i), a (ii) or a (iii) above. The Board may change the fee charged for the use of the Activity Room for private events from time to time. Fees are listed on the attached FACILITIES RESERVATION

REQUEST AND CONTRACT form that is required to reserve the room for private events.

- j. Facility fees are non-refundable.
- k. All catering and personal items must be removed at the end of the event and/or before 2 AM, unless other arrangements are approved. All chairs and tables that are used or removed must be returned to where they were originally stored. All trash must be double bagged; removed and placed in the dumpster located by the tennis courts. The kitchen and appliances must be cleaned and the refrigerator emptied. All decorations must be removed. The Association will provide for vacuuming and other cleaning of the contracted areas.

5. **Exercise Area Policy**

NOTE: THE ASSOCIATION MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESSED OR IMPLIED, IN ANY RESPECT TO THE EXERCISE EQUIPMENT, INCLUDING ITS FITNESS FOR ANY PURPOSE, CONDITION, QUALITY, DURABILITY OR SUITABILITY.

THE USER ACCEPTS ALL RISK ASSOCIATED WITH THE USE OF ALL EXERCISE EQUIPMENT and THE BELLASERA COMMUNITY ASSOCIATION IS NOT RESPONSIBLE FOR ACCIDENTS OR INJURIES INCURRED WHILE USING THE EQUIPMENT.

Use of exercise equipment while under the influence of alcohol or medication is strictly prohibited.

- a. This area is open to all owners and one (1) Guest/Invitee equally during authorized hours (Note: a Trainer will be considered one Guest/Invitee). No reservations are permitted.
- b. Use of any item of exercise equipment is limited to 30 minutes if other Owners are waiting to use the equipment. Guests/Invitees must defer use of all equipment to Owners. The use of a particular piece of equipment shall not exceed the time limits established for that equipment.
- c. Children under the age of sixteen (16) are permitted to use the exercise and workout equipment in the facility only under the close supervision of a parent or legal guardian.
- d. Please be sure the machine you are using is turned off when it is no longer in use.
- e. Athletic shoes are required at all times when working on or near the fitness equipment.
- f. The Exercise Area is intended to be a reasonably quiet area. Owners and their Guest/Invitees must refrain from speaking loudly, making loud noises or using loud audio devices.

6. Pool Area Policy

- a. This area is open to all Owners and their Guest/Invitees equally during authorized hours. No reservations are generally permitted. However, use of the pool for group participation activities of benefit to the community (e.g., aqua gym) is permitted. The activities must be approved and scheduled by the Community Manager.
- b. In addition, the Association, with specific Board approval, may sponsor a special event requiring use of the pool area.
- c. The swimming pool and spa are open daily from 5:00 A.M. until 12 midnight. Pool hours will be strictly enforced.
- d. The Community Manager may deny access to the pool at any time due to occupancy limits, weather, pool conditions or if maintenance is required.
- e. There will no lifeguard on duty at the Bellasera Clubhouse pool. The use of the pool facilities is at the Owner's or Guests/Invitees' own risk.
- f. Parents are responsible for their children at all times. An Owner who is eighteen (18) years of age or older must accompany all children under the age of fourteen (14) at all times in the pool area.
- g. Children under the age of ten (10) using the spa must be closely supervised by an Owner who is eighteen (18) years of age or older.
- h. Owners are responsible for cleaning up any mess or trash created by them, for closing the umbrellas used and straightening the patio furniture they used.
- i. Owners and their Guests/Invitees must refrain from any activity that is either a nuisance to other Owners or Guests/Invitees or in any manner damages Bellasera Community Association property.
- j. No running, roughhousing, general horseplay, or disorderly conduct that will endanger the safety of others is allowed.
- k. No diving, somersaults, back dives, cannonballs, preacher seats, can openers, or similar type entries from the edge of the pool are permit
- l. No personal audio devices without earphones are permitted in and around the pool area with the exception of Association authorized activities.
- m. No glass containers are allowed.
- n. No roller skates/blades, skateboards or bicycles are permitted in the pool area. Children's strollers are allowed.
- o. Aqua aerobics and swim classes have priority in the pool. Please consult the office for class schedules.

- p. Appropriate swimwear is required.
- q. Individuals who are not toilet-trained must wear appropriate swim diaper applications.
- r. No pets are permitted in the pool area at any time.
- s. No smoking is permitted in the pool area at any time.

7. **Grass Area Policy4b**

- a. This area is open to all Owners and their Guests/Invitees equally during authorized hours. No reservations are permitted except as noted below.
- b. Reservations may be made when the Association's Board approves the sponsorship of a special event requiring use of the grass area.

8. **Basketball and Tennis Courts Policy**

- a. The basketball and tennis courts are available to all Owners and their Guests/Invitees at all times during authorized hours on a first come, first served basis. A maximum of two (2) hours court time is allowed.
- b. Reservations are not generally permitted, but the Community Manager may approve reservations for special events.
- c. Tennis and basketball courts will be available from 5 A.M. until 10 P.M. daily.
- d. No glass containers of any kind are allowed in the court area.
- e. Bicycles, roller blades, skateboards and any similar equipment are strictly prohibited from the courts or the areas around the courts.
- f. Appropriate attire must be worn at all times when using the courts. Appropriate attire includes a shirt, shorts/pants and non-marking soled shoes.
- g. Appropriate attire must be worn at all times while playing basketball. Appropriate attire includes a shirt and non-marking soled shoes (running shoes are not allowed on the courts as they could damage the surface).
- h. No pets are permitted in the court area at any time.
- i. No smoking is permitted in the court area at any time.

BELLASERA COMMUNITY ASSOCIATION, INC.
FACILITIES RESERVATION REQUEST AND CONTRACT
EFFECTIVE FEBRUARY 24, 2011

Please fill out this form and return to the Community Manager. The appropriate fees must accompany this written request. If your request can be accommodated, you will receive a signed, approved copy of this contract. Requests for reservations must be requested 72 hours in advance of the date needed. Reservations may be made up to 6 months in advance of scheduled event.

Name of Member: _____

Address: _____

Phone: _____ Email: _____

Date of Event: _____

Time of Day Needed: From (set up) _____ To (clean up) _____

Type of Event: _____

Number Attending: _____ (Room capacity is 70).

Keys can be picked up at the guard post when presenting a copy of this contract
after _____ am /p.m. Date _____ and returned by _____ am/pm. Date _____.

A fine of \$100.00 will be incurred for lost or late return of keys.

Facility fees are non-refundable. The Association will provide for cleaning of the contracted areas only. ALL CATERING AND PERSONAL ITEMS MUST BE REMOVED AT THE END OF THE EVENT and/or BEFORE 2AM, UNLESS OTHER ARRANGEMENTS ARE APPROVED.

FEE SCHEDULE

If there are previously scheduled events or ongoing club activities the recreational facilities cannot be booked.

I am requesting the use of the following facilities:

_____ Activity room and kitchen (Scheduled time of the event only): Fee: \$125.00, plus a \$125.00 refundable security deposit to pay for the cost of excessive cleaning and repair of any damage to the facility as determined in the sole discretion of the Association's Community Manager.

_____ Hallway from entrance to pool exit, including lounge area niche (Scheduled time of the event only. Exclusive use of this area is not guaranteed.) Fee: \$25.00

_____ Outside of building and grassy area (Scheduled time of the event only. Exclusive use of this area is not guaranteed.) Fee: \$75.00

Use of any of the above areas the day before or the day after the scheduled times of the event (i.e. cleanup or setup the previous afternoon or the next morning) have additional fees (SEE BELOW).

_____ Activity room and kitchen: Fee: \$50.00

_____ Hallway from entrance to pool exit: Fee: \$25.00

_____ Outside of building and grassy area : Fee: \$50.00

Any special requests must be outlined here in writing.

The Community Manager will inspect the contracted-for areas the following workday. Any costs incurred as a result of damage will be charged to the owner's Association account and will be subject to all of the collection rights of the Association as would apply to any regular Association assessment.

In consideration of the Association providing the facilities, the undersigned expressly agrees to assume responsibility for any damage, accident or injury in connection with such use. The undersigned agrees to assume all liabilities associated with use of the facilities and agrees to defend, indemnify and hold harmless the Association, its Board of Directors and its managing agent against all claims, actions, damages, injuries to person or property, losses, judgments, costs, expenses, obligations, liabilities, demands, suits, and threats of suit which may be incurred now or in the future, related to, arising out of, or resulting from use of the facilities. The Association shall not be liable for failure to operate the facilities in the Activity Room or in any other area and reserves the right to close these facilities at any time at its sole discretion.

Insurance is required for all events. The minimum policy limit shall be \$2,000,000 naming Bellasera Community Association, Inc. as an additional insured and a copy of the policy must be enclosed with this agreement.

I hereby certify that I will use the facilities for my personal party only and that I will be present throughout the party. I understand that failure to comply with the foregoing rules may result in withdrawal of facilities privileges for a period of time to be specified by the Board of Directors.

I have received and read the "Usage Policy for the Facilities" and agree to abide by all its conditions.

Member Signature: _____ Date: _____

Approved By: _____ Date: _____

cc: Lessee
File
Guard Post
Cleaning Service

EXHIBIT A

4.1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The officers of the Association ~~must~~ **need not** be members of the Board ~~and must be or~~ Homeowners. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

5.2. Other Committees. In addition to committees of the Board as set forth in Section 5.1 and such other committees as are required or authorized under the Governing Documents, the Board, by resolution from time to time, may establish such committees and charter clubs as it deems appropriate. Any such committee may perform such tasks and functions as the Board may designate by resolution; provided, no committee or committee member may exercise any power or authority which could not otherwise be exercised by the Board in accordance with these Bylaws. The role of committees established pursuant to this Section shall be to advise the Board with respect to establishing operational policy or to assist the officers in the performance of their respective functions. No committee or committee member shall be authorized to perform or interfere with the day-to-day operations of the Association.

Each committee appointed pursuant to this Section shall consist of no more than one director. Other committee members may be Homeowners. A candidate slate consisting of all homeowners who volunteer for committee assignments must be presented to the Board for vote. Committee members serve at the Board's discretion for such periods as the Board may designate by resolution; provided, however, any committee member, including the committee chair, may be removed by the vote of a majority of the directors. ~~A committee chair can serve as the chair for a maximum of six years only but may remain on the committee longer than six years unless removed by a majority of the directors.~~ A committee member, other than a Board member, may not serve on more than one standing committee at any one time. Each committee shall consist of no more than one representative from a property. A Board member shall not serve as committee chair of a standing committee. Any resolution establishing a charter club shall designate the requirements, if any, for membership therein. Each committee and charter club shall operate in accordance with the terms of the resolution establishing such committee or charter club.