

Britton Falls

by

Del Webb[®]

 THE PULTE HOMES FAMILY[™]

OPERATING RULES AND REGULATIONS

June, 2009

**BRITTON FALLS BY DEL WEBB COMMUNITY COMMUNITY COMMUNITY
ASSOCIATION**

OPERATING RULES AND REGULATIONS

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CHAPTER 1

INTRODUCTION

Britton Falls by Del Webb is an active adult residential community comprising approximately 335 acres located in the Town of Fishers, Indiana, north of 126th Street, south of 136th Street, east of Cyntheanne Road and west of Atlantic Road (“Britton Falls by Del Webb”). Britton Falls by Del Webb offers different programs and community facilities located in Common Areas (as defined in the Declaration), which include, without limitation, The Chateau, an indoor swimming pool, an outdoor swimming pool, indoor and outdoor fitness areas, tennis and bocce ball courts and meeting rooms (collectively the “Community Facilities”). The Community Facilities and programs of the Britton Falls by Del Webb Homeowners Association, Inc. (the “Community Association”) were developed specifically for our Residents and their guests. They were designed and created with utmost care and consideration for the active-adult lifestyle and the personality of Britton Falls by Del Webb. The Rules and Regulations (collectively the “Rules and Regulations”) that follow were developed to enable you to more fully enjoy and understand the Community Association and its many benefits. Please take some time to read about your Community Association and its operating concept. These Rules and Regulations will clarify many new terms and policies, while providing basic rules for the use and enjoyment of Community Facilities and programs. As in all cases, rules are to facilitate the orderly and safe use and application of the Community Facilities and the Community Association’s programs, and they are meant to have some flexibility for interpretation. While all endeavors of this nature must have rules, it is the intent of the Board of Directors of the Community Association (the “Community Board”) that all programs be operated with customer satisfaction in mind. The Community Association, in turn, will target customer service and program delivery for its primary objective. We encourage input and involvement from each Resident (as defined in the Community Declaration) and are committed to channeling that energy to build upon and improve the initial programs.

These Rules and Regulations should not be considered an all-inclusive list of the rules, regulations and responsibilities. Please be reminded that these Rules and Regulations (i) serve only as a supplement to the Declaration of Covenants, Conditions, and Restrictions for Britton Falls by Del Webb as amended from time to time, (the “Community Declaration”), the Community Association’s Articles of Incorporation (the “Community Association’s Articles”) and Community Association’s By-Laws (the “Community Association’s By-Laws”), (ii) contain many summaries of topics more fully discussed in detail in the Community Declaration, the Community Association Articles and the Community Association’s By-laws and, in the event of a conflict between these Rules and Regulations and the Community Declaration, the Community Declaration controls and (iii) these Rules and Regulations have been adopted by a resolution of the Community Board and may, from time to time, be amended by the Community Board in its discretion. Unless otherwise specifically defined in these Rules and Regulations, certain words and phrases which are used throughout these Rules and Regulations and which are defined in Article I of the Declaration shall have the meaning set forth in Article I of the Declaration and, in this regard, you are referred to Article I of the Community Declaration entitled “Definitions.”

These Operating Rules and Regulations have been adopted by a resolution of the Community Board. Notice is hereby given that these Operating Rules and Regulations may, in turn, from time to time be unilaterally amended by the Community Board, without notice to or consent of the Members of the Community Association. Consequently, please obtain in the most recent provisions of the Rules and Regulations to determine whether any particular provisions have been revised or changed, before making any decision based or in reliance upon any provision of the Rules and Regulations.

We appreciate your support in our endeavor to provide a safe and desirable environment for all of our Residents to enjoy the numerous benefits of living in a Del Webb community.

CHAPTER 2

STRUCTURE AND MEMBERSHIP

Section 2.1 Age-Restricted Community: Britton Falls by Del Webb is an age-restricted community operated in compliance with all applicable state and federal laws. The community provides housing for persons 55 years of age or older and, in general, each Residence (as defined in the Community Declaration), if occupied, must be occupied by at least one person 55 years of age or older. As set forth in greater detail in the Community Declaration, no person under 19 years of age may reside in any Residence for more than ninety (90) days in any consecutive twelve (12) month period.

Section 2.2 Purpose and Concept: The Community Association was formed as an Indiana non-profit corporation to own the Common Areas (as defined in the Community Declaration) and to administer and govern the affairs of the community, to maintain and enhance the recreational, social and leisure-time interests of the Members (as defined in the Community Declaration), and to preserve and enforce Community-Wide Standards (as defined in the Community Declaration). Recreational amenities will be built ahead of resident demand and operations will be subsidized until the population is sufficient in size to meet its cash requirements.

- A. Legal Entity - The Community Association is a legal entity that is responsible for management, maintenance, operation, and control over Common Areas. Generally stated, the Community Association is primarily responsible for the enforcement of the Governing Documents (See Section 2.2(B) below) and the establishment of reasonable policies, rules and procedures regulating use of all Common Areas. The Community Association, as an incorporated entity, is a property owner in its own right, which speaks through its Governing Documents and policies established by its Community Board. Members have specified privileges to use and enjoy Common Areas, but they have no proprietary interests in the Common Areas.
- B. Governing Documents - The Governing Documents include the Community Declaration, the Community Association's Articles; the Community Association's By-laws; and the rules and regulations (including these Rules and Regulations) adopted by the Community Board, all of which may be amended from time to time. Summarily stated, (i) the Community Declaration imposes mutually beneficial

restrictions upon Common Areas under a general plan of improvement, and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Common Areas, (ii) the Community Association's Articles form the legal basis for the Community Association by specifying its corporate purpose and delineating the corporate structure and function, and (iii) the Community Association's By-laws more precisely define the Community Association's rules of governance, membership, management and administration.

Section 2.3 Community Board: The Community Association is governed by the Community Board that is empowered to exercise all powers and duties necessary and appropriate for the administration of the Community Association's affairs, and for performing all responsibilities and exercising all rights of the Community Association as stipulated in the Governing Documents and as provided by law.

- A. Community Board Composition - The Community Association is run by a Community Board consisting of not less than three (3) nor more than seven (7) directors.
- B. Community Board Meetings - Regular meetings of the Community Board may be held at a time and place as the Community Board shall determine.

Section 2.4 Membership and Voting:

- A. Membership - Every Owner (as defined in the Community Declaration) is a Member of the Community Association, and one (1) Membership is held for each Residence owned. Co-Owners shall share the privileges of such Membership.
- B. Voting - During the "Declarant Control Period" (as defined in the Community Declaration) all of the voting rights of the Owners at any meeting are vested exclusively in the Declarant. After the end of this period, all of the voting rights at any meeting of the Members of the Community Association will be vested in the "Voting Members" (as defined in the Community Declaration). There is only one (1) Voting Member per Residence.
- C. Membership Meetings – The Community Board will hold informational meetings of the membership once per year. All Members are invited and the Community Board will report on what the Community Board has worked on and accomplished since the preceding meeting. Although the Community Board is not obligated to host open meetings during the Declarant Control Period, it is the intention of the Community Board to encourage participation and early integration into the decision-making affairs of the Community Association. Therefore, the annual informational meeting of the Community Board will be open to Residents.

CHAPTER 3

MANAGEMENT AND FINANCE

Section 3.1 Management: To manage the operations of the Community Association, the Community Board has entered into a management agreement with a management company (“Property Manager”) to which the Community Association pays a mutually agreed fee to the Property Manager for its services. Among the staff of the Property Manager are the Community Association Director (the “Community Association Director”) the Lifestyle Director (the “Lifestyle Director”) and the Maintenance Director (the “Maintenance Director”).

Section 3.2 Assessments: There are three types of assessments and each Owner is legally bound to pay assessments, as prescribed by the Community Board. The Community Board is empowered to file liens against any Lot (as defined in the Community Declaration) whose Owner fails to pay a prescribed assessment within stated payment periods. These assessments are specifically described in the Community Declaration and can be generally and summarily described as follows:

- A. Base Assessment – Base Assessments (as defined in the Community Declaration) regular annual per Lot fee charged to Residences to fund Common Area expenses for the benefit of all Members.
- B. Special Assessments - From time to time, Special Assessments (as defined in the Community Declaration) may be levied against some or all Residences to cover unbudgeted expenses or to cover expenses in excess of those budgeted.
- C. Benefited Assessments - Benefited Assessments (as defined in the Community Declaration) may be levied against particular Residences, to cover (i) special services, such as additional landscaping and (ii) the Community Association’s costs incurred in bringing a Lot into compliance with the Community-Wide Standard.

Section 3.3 Optional Services. The Community Association may offer to furnish a selection of operational services at the request of the Owner. Optional services may include, for instance, additional landscape maintenance, or snow removal and so on. At the end of the specified period, the Owner may either terminate or elect to once again receive the optional service, provided it is still being offered. The Community Association, by Community Board action, may discontinue providing an optional service. The cost of furnishing an optional service will be assessed as a Benefitted Assessment to each Owner who selects the service.

Section 3.4 Reserve Funds: A portion of each Owner’s Base Assessment is deposited into a separate reserve fund. This interest-generating account is used to purchase new and replacement capital assets. The reserve fund contribution is determined annually by the Community Board as part of the regular budget preparation process, and the identification of capital assets to be purchased is shown in the capital expenditure budget. At the Community Board’s discretion, additional reserve funds may be established for other separately identified financial divisions.

Section 3.5 Subsidy: Since recreational amenities are built ahead of resident demand until the population is sufficient in size to meet its cash requirements, Pulte Homes of Indiana, LLC (the “Declarant”, as defined in the Community Declaration) may elect annually, in its sole discretion, per the Community Declaration to either pay any deficit between total operating revenues and total operating expenses (calculated on an accrual basis of accounting on a cash needed basis) in a fiscal year, or to pay a Base Assessment on its unsold Residences.

CHAPTER 4

ARCHITECTURAL CONTROL

Section 4.1 Community-Wide Standard: The standard of architecture, use, conduct, maintenance, and other activity prevailing throughout the property is more specifically defined in the Governing Documents as the “Community-Wide Standard”. Collectively, the Governing Documents define the general plan of development for Britton Falls by Del Webb, specifying the level of protection afforded to Owners for their quality of life and collective interests, aesthetics and the environment within the community.

Section 4.2 Use Restrictions and Easements: The Community Declaration specifies (i) limitations on the use of Residences, primarily in Articles IX and X of the Community Declaration, and (ii) authorized areas of property encroachment, primarily in Article XI of the Community Declaration.

Section 4.3 The Design Guidelines: The Design Guidelines are a separate document and are provided by the Declarant and, in general, are intended to provide Owners with (i) guidance pertaining to restrictions on land development, architectural and design control, and (ii) other restrictions pertaining to proposed new construction and to modifications of existing buildings, structures or properties. During the Declarant Control Period, the Declarant has the exclusive right and power to review and approve or disapprove any and all improvements and landscaping, including, without limitation, original construction and modifications, additions, and alterations on or to existing Residences and adjacent open space. The Declarant may, but is not obligated to delegate all or a portion of these reserved rights architectural control to the Modifications Committee (as defined in the Community Declaration). During the Declarant Control Period, the Declarant has the right to veto any action taken by the Modifications Committee.

Section 4.4 Enforcement of the Community Declaration: Section 9.8 of the Community Declaration allows the Declarant and/or the Community Association or its designees to enforce architectural and other controls. Reported violations will be promptly investigated and, if validated, sanctions may be imposed.

CHAPTER 5

ACTIVITY CARD, FEES, AND GUESTS POLICY

Section 5.1 Activity Card:

- A. Concept - Ownership of a Residence entitles the Owner to use of all Community Facilities in accordance with the Governing Documents. Please note that some Community Facilities are administered and operated by clubs which are chartered by the Community Association (the “Chartered Clubs”) and which are discussed below in Chapter 9. In these instances, Members are required to join the Chartered Club to enjoy proper and safe use of Community Facilities.
- B. One Residence/One Membership – As stated above, there is only one membership for each Residence owned. Also, while all Owners and co-Owners are authorized to use the Community Facilities, no more than two (2) Activity Cards are issued for each Residence, except as set forth in Section 5.1(C) below.
- C. Supplemental Resident Activity Cards - Additional Residents may obtain supplemental Activity Cards for an annual fee specified in the Fee Schedule (Appendix D). The fee will be paid at the time of issuance, and then billed annually each subsequent year. The availability of additional Activity Cards will be reviewed annually as part of the budget process and may be increased or decreased, in the Community Board’s discretion. An additional Resident is any individual, 19 years of age or older, who resides in a residential home for more than six (6) months in a calendar year. Owners may be required to certify that an additional Resident requesting a supplemental Resident Activity Card meets the definition of a Resident as stated in the Community Declaration.
- D. Activity Card prior to Closing - A person who has signed a sales agreement to purchase a Residence may purchase an Activity Card at the rates set forth in the Fee Schedule (Appendix D) prior to closing on his or her home, provided, however, that each Activity Card may be used for not more than sixty (60) consecutive days.
- E. Lessors and Lessees- When leasing a Residence, the Owner/Lessor remains obligated to pay the annual Base Assessment, but may not use Community Facilities. The Owner(s) must temporarily surrender his/her Activity Card(s) to the Community Association for the duration of the lease, and must also provide to the Community Association a copy of the lease. Lessees may then request a supplemental Activity Card, subject to an administrative fee in an amount determined by the Community Board.

- F. Non-transferable Activity Cards - All Members must present their current Activity Card to use Community Facilities. Activity Cards are not transferable and cannot be loaned.
- G. An Activity Card is not required for the use of the Community Facilities by the Declarant, and its Declarant's employees, the Community Association and its employees and the Property Manager and its employees.

Section 5.2 Declarant Sponsored Guests: The Declarant may choose, from time to time, in its sole discretion, to distribute Declarant sponsored guest passes, for a fee, which may allow for unaccompanied guests, who are nineteen (19) years of age or older, to use the Community Facilities. Declarant sponsored guests need not be accompanied by anyone.

Section 5.3 Member Sponsored Guests: In the discretion of the Community Board, guests may also be sponsored by any Member of the Community Association, subject to restrictions for health and safety. If using a Member sponsored guest card to sponsor a guest, the Member must remain in the company of the guest. Initially, guest use of Community Facilities is unlimited as long as a Resident accompanies the guest. As the Resident population expands, and the demand for Community Facilities and programs increases, the Community Board may (i) set reasonable limits on the number of guests and/or visits that a Resident may sponsor and (ii) establish fees therefor. Guests are not permitted to bring other guests of their own. The following fee program applicable to Member Sponsored guests is administered by the concierge staff at the front desk of The Chateau, is set forth on the Fee Schedule (Appendix D) and subject to subsequent amendment in the discretion of the Community Board.

Additional class and activity fees may apply for guest participation in some programs. Residents must carry their Activity Card in their possession and remain in the company of their guest at all times. A maximum of twelve (12) guests per household are permitted to accompany a Resident at any given time and restricted hours applicable to use by grandchildren and younger adults will apply in some areas. As the Resident population expands and the demand for Community Facilities and programs increases, the Community Board may establish additional restrictions on hours or fees for guest sponsorship.

CHAPTER 6

COMMUNITY RELATIONS

Section 6.1 Community Relations. The Community Association provides an online intranet www.ourbrittonfalls.net (the "Del Webb Portal") to inform Residents of important Community Association business, special events, and programs of interest. A master schedule of regular Chartered Club meetings and activities may also be published. Additionally, time-sensitive and special announcements may be posted on all centrally located Community Association bulletin boards, or may be mailed to the homes of all Members. To assist in offsetting the cost of newsletter production and/or the internal management and to host administration of the Del Webb Portal, the Community Board, in its discretion, may sell advertising to outside businesses for posting within the

publication or designated sections of the website. Unless otherwise noted, advertising information is made available for informational purposes only and the Community Association neither endorses nor promotes any of the products or services advertised. Additionally, the Community Association assumes no responsibility for the statements made and reserves the right to refuse advertising for any reason. Advertisements may be subject to approval by the Community Association Director or the Community Board. Any claims made by advertisers are strictly on their own and the Community Association does not endorse or vouch for the quality of goods or services of any advertiser.

CHAPTER 7

GENERAL USE POLICIES/COMMUNITY FACILITIES

Section 7.1 Use of Community Facilities and Assumption of Risk: All use of Community Facilities and all participation in Community Association programs are purely voluntary, and the recreational nature of all Community Association activities inherently involves some risk of personal injury or property damage. Program participation by a Member or guest is, therefore, a tacit acknowledgement and acceptance of the inherent risks and constitutes an assumption of all such risks.

- A. The Community Association strives to maintain its Community Facilities in good condition. However, periodic wear and tear, as well as seasonal or climatic factors, may temporarily render an area to be in less than optimum condition. If such a condition occurs, Members and guests should immediately stop using the subject equipment/liability and should immediately contact the appropriate facility supervisor or the Property Manager personnel for assistance. If a Member or guest uses a Community Facility and any equipment, then they have accepted the facility in its existing condition.

- B. In ensuring that Members and guests are provided with a safe and enjoyable experience while using Community Facilities, policies, rules and signage have been developed. Prior to participating in any Community Association activity or program, Members and guests are encouraged to familiarize themselves with Community Facility layout and operating policies and rules.

Section 7.2 Conduct of Members and Discipline: The following general rules shall apply:

- A. General Rule of Courtesy - All Members are expected to abide by the Governing Documents, and these Rules and Regulations and to conduct themselves in a courteous and respectful manner at all times.

- B. Member and Employees Relations - Inattention to duty, or discourtesy on the part of a Community Association employee should be immediately reported to the Property Manager personnel. However, under no circumstances should Members/guests interfere with, attempt to discipline, or otherwise direct employees in the course of Community Association business.

- C. Safety Is Important -Any Member or guest not adhering to safety rules may be asked to leave. Members are asked to cooperate in the event of any type of emergency situation.
- D. Guests - Conduct of guests remains the responsibility of the sponsoring Member.
- E. Rule Enforcement - Members consistently found in violation of these Rules and Regulations or the Government Documents may lose their privileges to use the Community Facilities.

Section 7.3 Dress Code: Proper dress is required in all Community Facilities at all times, and specific attire may be designated by the Community Board for specific Community Facilities and locations. Unless otherwise specified, appropriate casual attire is required in all outdoors and in all Community Facilities and Common Areas. Appropriate casual attire for men includes footwear, shirts with sleeves, pants or shorts. For women, footwear, blouses (sleeveless or otherwise), and pants, skirts, dresses, or shorts are appropriate. Upper body garments must be worn in all activities, except by men using aquatic Community Facilities. Appropriate athletic apparel is required in all indoor and outdoor sports areas, including proper footwear.

Section 7.4 No Smoking Policy: The Community Association provides a smoke-free environment for its Members and guests inside all buildings within a Common Area are designated as non-smoking areas. While smoking is permitted in most outdoor areas, the Community Board reserves the right to designate specific outdoor areas as non-smoking by posting appropriate signage.

Section 7.5 Memorial Donations: Offers from Residents and guests for donations to the Community Association in the form of plantings, plaques or furnishings to be used as memorials to individuals, groups, or organizations will be considered and approved or denied at quarterly meetings of the Community Board if, before such meeting, a written, a detailed request is submitted to the Community Board.

CHAPTER 8

USE OF GOLF CARTS

Section 8.1 Use of Golf Carts on Private Thoroughfares: All golf carts are required to meet all applicable federal, state and local standards, requirements and laws. Golf cart travel is permitted only in permitted areas within the boundaries of Britton Falls by Del Webb, but only to the extent allowed by law. Golf carts may be operated by persons over the age of sixteen (16) who have a valid driver's license.

- A. Registration/Operation - Registration and operation of a golf cart on designated streets shall be in compliance with the provisions of all applicable federal, state and local standards, requirements and laws.

- B. Safe Working Condition – Golf carts must be in sound and safe working condition. No golf cart may be operated on a roadway unless, at a minimum, it has brakes, a steering apparatus, tires, a rearview mirror, red reflector warning devices in the front and rear, a slow moving emblem on the rear of the cart, a headlight that emits a white light visible from a distance of 500 feet to the front, a tail lamp that emits a red light visible from at least 100 feet from the rear, brake lights and turn signals and, in addition, fully complies with all state and local laws. When operated on a roadway, a golf cart shall have its headlight and tail lamps lighted. A person who drives or is in actual physical control of a golf cart on a roadway is subject to all motor vehicle regulations including, but not limited to, laws prohibiting operation of vehicles while under the influence of alcohol (DUI). Storage of golf carts must be in compliance with the Community Declaration. Golf carts must be stored inside when not in use and outside storage is prohibited.
- C. Insurance - Golf cart drivers using public streets will be required to carry proof of insurance. Liability insurance must be maintained on all golf carts, with the amount of coverage determined by the Owner in consultation with the Owner's insurance agent.
- D. Golf Carts - All golf carts operated in Britton Falls by Del Webb must be electric and not gasoline powered. Golf Carts shall not be operated on community sidewalks or on landscaped common areas.
- E. Street Rules – Golf carts should remain to the right side of the road, allowing regular vehicles to pass without obstruction. In so doing, operators must remain aware of, and away from marked bike paths. Pedestrians shall be given due consideration and a reasonable right of way at all times.
- F. Subject to Community Association Rules - Allowance for golf cart street use is intended to be a privilege and convenience to Members, and any actions which threaten the safety and well-being of the membership, or otherwise infringe upon the rights of others may result in the suspension of the privilege.

CHAPTER 9

CHARTERED CLUBS

Section 9.1 Chartered Clubs. Any group of Members who are interested in pursuing a particular hobby, vocation, or special field of interest may join together as a club and subsequently file with the Community Association an application for charter on the form prescribed by the Community Board. A club may then and can only be chartered by the Community Association by and through approval of the application for charter by the Community Board or the Lifestyle Director, through the procedures specified in these Rules and Regulations and in the Chartered Club Operating Manual, which is discussed below in subsection (D). All applications for charter will be

submitted to the Lifestyle Director, and approval or denial of the application for charter is in the discretion of the Community Board or the Lifestyle Director. Chartering is granted based on membership need for a specific program, membership interest, and the availability of Community Facilities and equipment. Chartered clubs are the operational nucleus for the Community Association's recreation program and provide both structure and vitality to its mission.

- A. Chartering - A club which is properly chartered per the procedures set forth in this Chapter 9 and in the Chartered Club Operating Manual shall be referred to as a Chartered Club. Chartered Clubs shall have the privileges, priorities and insurance set forth below and in the Chartered Club Operating Manual, and clubs which are not Chartered Clubs shall not have such privileges, priorities, or insurance.
- B. Priority For Group Use of Facility - The chartering of a club allows priority for Community Facility use, waiver of all Common Facility fees, reserved Community Facility space, administrative support from management, technical support from maintenance staff, and extended liability insurance coverage through the Community Association's liability insurance policies. However, as it relates to insurance, the Community Association fidelity bond insurance is not extended to Chartered Clubs, and each Chartered Club is solely responsible for its monies, deposits and accounts and under no circumstances shall any other entity including, without limitation, the Community Association, be responsible or liable for Chartered Club monies, deposits, or accounts.
- C. Non-Profit Status - Chartered Clubs function as non-profit organizations within the organizational purview of the Community Association, and are often provided with material or financial support. It is expected, therefore, that Chartered Clubs generating excess monies, over and above reasonable operating expenses and future needs, will return all or part of the excess to the Community Association.
- D. Chartered Club Rules - Rules and regulations for Chartered Clubs are more specifically detailed in a separate Community Association publication entitled "Chartered Club Operating Manual", and some of the rules are as follows:
 - 1. The use of Community Facilities by individuals for the express purpose of generating personal monetary gain, through fee required instructional classes or otherwise, is not permitted unless the activity is approved by the Community Board or Lifestyle Director.
 - 2. Chartered Clubs may sell program-related supplies to Chartered Club members and may offer for sale items made in Community Facilities to the Member of the Community Association. However, resale procedures should be clearly defined, in Chartered Club bylaws, to ensure that proper documentation is maintained and that fair and reasonable pricing is offered. While the Community Association promotes Chartered Club resale activities as a means of program preservation and as an opportunity to showcase

Chartered Club talents, there is no intent to provide a forum where individuals (i) might foster a business operation in Community Facilities (ii) otherwise use the Community Facilities for personal monetary gain.

3. During times when Chartered Clubs have been allowed regular scheduled use of designated Community Facility space, the Chartered Club is responsible for operating the designated space. In this manner, the Community Association is able to provide low cost instructional programs in an environment that is structured for use. In these situations, Residents who desire to use the designated space and avail themselves of Chartered Club programs and activities are expected to join the Chartered Club to enjoy the benefits of the program.
4. Club charters are not granted to clubs that require subsequent membership or affiliation in national, state, or regional organizations, or which set a restrictive precondition for club membership. Also, club charters are not issued to more than one club of similar design and purpose which would use the same dedicated space within a Community Facility.
5. To gain a charter, non-craft clubs require a minimum of ten (10) interested Members, and craft clubs require a minimum of seven (7) interested Members.
6. Membership in Chartered Clubs is open to Residents only, and honorary memberships are not permitted. Guest privileges may be extended per the terms of Chapter 5 above, except (i) that, after enjoying a Chartered Club's hospitality for a reasonable period of time, Resident guests may be asked to join for continued participation and (ii) that guests may be denied equipment use if they were unable or unwilling to complete equipment training and safety courses prescribed for the regular Chartered Club membership.
7. Operating hours are posted at the Chartered Club's community web site page. Chartered Clubs not requiring or provided with specialized equipment/dedicated space will be offered shared multi-purpose space with other non-specialized Chartered Clubs. Chartered Clubs either (i) must provide their own program or facility monitor while performing Chartered Club activities or (ii) must temporarily suspend their operation.
8. All craft Chartered Clubs will provide a minimum 25% of their operating time as open work time for their members and guests. During these times, meetings, instructional classes or other planned activities will not be scheduled.
9. All Chartered Clubs using power equipment or other equipment of a specialized nature must establish written safety rules and appoint a safety

committee to oversee the program. If an individual cannot or will not comply with stated operating and safety procedures or, in the judgment of the Chartered Club's executive board, cannot safely operate power or other specialized equipment, the Lifestyle Director personnel should be so advised and may then suspend those privileges related to the equipment in question. This type of action is not disciplinary, and is implemented only to protect the best interests of the Community Association, the Chartered Club membership and the individual. Any suspension of privileges may be appealed to the Community Board.

10. The Community Association is not responsible for the maintenance, repair or replacement of any property purchased by a Chartered Club, and the Chartered Club purchasing any property shall be solely responsible for the maintenance, repair and replacement of such property. Unless otherwise determined by the Community Association Director, the Community Association shall not store in the Chateau or anywhere else any property purchased by a Chartered Club
 11. Property purchased by Chartered Clubs automatically becomes the property of the Community Association and is therefore covered under the Community Association's insurance policy, subject to the terms, conditions and limitations of that policy. No personal items or property used in Chartered Club activities are covered under the Community Association's insurance policy, but may be covered in individual homeowner policies.
 12. Each Chartered Club shall (i) maintain all accounts and deposits with the financial institution with which the Community Association maintains its accounts and deposits (ii) have its accounts set-up under the name specified by the Community association Director and (ii) shall have all bank statements mailed to the Community Association at the address specified by the Community Association Director.
- D. Scheduling Chartered Club Space – Chartered Clubs shall be responsible for scheduling use of designated Community Facility space with the Lifestyle Director. Bylaws are required of every Chartered Club and, once chartered, additional Chartered Club rules and regulations are generally formulated to more precisely define Chartered Club activities and programs.
- E. By chartering a club, the Community Association does nothing more than recognize the club for purposes of allowing the privileges and priorities and priorities specified in this Chapter 9 and in the Chartered Club Operating Manual but does not, in any manner, represent or warrant that a Chartered Club is in compliance with applicable rules, laws, and regulations; instead, it is the sole responsibility of each Chartered Club, and its Members to verify compliance with all applicable rules, laws, and regulations.

1. All Chartered Club members, officers and directors are hereby notified that they may incur liability and financial obligation by reason of their membership in a Chartered Club or by reason of Chartered Club activities.
2. Chartered Club members are hereby notified that pursuant to Indiana Code 23-17-1-1, they make certain filings with the Secretary of State of Indiana in order to obtain the benefits described in the Indiana Code 23-17-1-1.

CHAPTER 10

FACILITY USE GUIDELINES

Section 10.1 General.

- A.** The Community Association Director is responsible for operating The Chateau activity program rooms. The Lifestyle Director is responsible for scheduling, use, and special events. Room rental exceptions may be granted by the Lifestyle Director. The Maintenance Director is responsible for the maintenance of the Community Facilities.
- B.** All set-ups, take-down and moving of tables and chairs will generally be accomplished by the maintenance staff or by Residents under the supervision of the Lifestyle Director or Community Association Director.
- C.** Initial operating hours for The Chateau are set forth in the Operating Hours Schedule (Appendix E) and are subject to change from time to time.
- D.** The dates and times that the Community Association and The Chateau will be closed are set forth in the Operating Hours Schedule (Appendix E) and are subject to change from time to time.

Section 10.2 Activity and Meeting Rooms Usage and Fees.

- A.** Activity and meeting rooms may be reserved through the Lifestyle Director, or the Community Association Director should the Lifestyle Director be unavailable, during times not designated for Community Association functions or Chartered Club meetings. Rooms will generally be provided at no fee to Chartered Clubs and for resident activities sponsored through the Community Association. As the community population increases, the Community Board can be expected to set reasonable limits on the number of times Community Facilities may be reserved on a complimentary basis. Fees are charged for all reservations made for events not under the sponsorship of the Community Association or through a Chartered Club. Fees are charged in order to help defray the direct and indirect costs associated with room set-

ups, takedown, cleaning, reservations and other costs. Room rental fees are established by the Community Board and will be updated periodically. The rental fees which are applicable to events are set forth in the Fee Schedule (Appendix C) and are subject to change from time to time.

- B. Room rental fees do not apply to Chartered Clubs as long as the use of the room is for sanctioned Chartered Club events.
- C. Resident interest groups, or those groups that are organized but are not Chartered Clubs, are treated the same as Resident, non-Community Association sponsored groups and are subject to those room rental fees.
- D. The Community Association's wellness partner will provide various health, fitness and wellness related events. As long as these events are Community Association sponsored, room rental fees do not apply. All such events must be scheduled through the Lifestyle Director and are to benefit Residents.
- E. Extra fees will be charged for events that extend outside normal operating hours. Additional charges as set forth in the Fee Schedule (Appendix D) will apply. Chateau personnel must be present at all non-Community Association events and will close the Community Facilities.
- F. Blocks of time which are available for rental and reservation are set forth in the Operating Hours Schedule (Appendix E) and may be changed from time to time.
- G. All rental fees are due at the time a room reservation is made.
- H. Operable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various set-up arrangements can be obtained from the Community Association Director. Audio-visual equipment and individual room sound controls are also available at an additional cost.
- I. Food and beverages are permitted in the Community Facilities with approval from the Lifestyle Director, or the Community Association Director should the Lifestyle Director be unavailable. Items brought by catering firms must receive approval after advance notice to the Lifestyle Director, or the Community Association Director should the Lifestyle Director be unavailable. Caterers may not use the main entrance or lobby to deliver food. In all situations, alcohol consumption at Britton Falls by Del Webb shall follow the Community Board adopted alcohol policy (Appendix B).

Section 10.3 Room Reservations.

- A. Activity and meeting rooms may be reserved through the Lifestyle Director, or the Community Association Director should the Lifestyle Director be unavailable. All room reservation requests must be submitted in writing using the Room Reservation

Form (Appendix A). Tentative (hold) reservations will not be accepted. Please do not promote or advertise your event until your reservation is confirmed. The Community Association reserves the right to preempt, relocate or reschedule a reservation based upon the needs of the general community, or if the planned attendance level drops.

- B. A master reservation calendar will be maintained by the Lifestyle. However, primary responsibility for reserving rooms rests with the Lifestyle Director.
- C. The Lifestyle Director will publish set hours to meet with Members and Chartered Clubs for reserving times for activity and meeting rooms. Reservation consultations will take place at the Lifestyle Director's office at The Chateau. Reservation consultation hours may change from time to time and will be posted on the Community Association's internet site.
- D. As it relates to Chartered Clubs, or Resident interest groups, the Chartered Club president, or interest group chairperson (or a specific delegate) should coordinate all reservations in order to minimize confusion and opportunity for errors.
- E. Subject to priorities granted to Chartered Clubs and events sponsored by the Community Association, rooms will be generally reserved on a first come, first serve basis, but will be prioritized according to the purposes for which rooms will be used. Events or activities that may involve the entire community and Chartered Clubs are generally viewed as the highest priority. The Lifestyle Director and Community Association Director will have the ultimate discretion in applying the prioritization system:
 - Community Association sponsored/coordinated events
 - Chartered clubs
 - Wellness partner events
 - Resident, non- Community Association events and interest groups
 - Business sponsored events
- F. Reservations are not valid until receipt of the refundable security deposit and rental charges are received and the room reservation documentation is completed and delivered by the renting party to the Lifestyle Director or the Community Association Director. Cancellation of an event must be made in writing and received by the Lifestyle Director no later than ten (10) business days prior to the event; otherwise, charges may apply and deposits may be retained.
- G. Community Association sponsored/coordinated events may be booked as far in advance as is reasonably necessary to properly plan and implement the events.
- H. Chartered Clubs may reserve a regular room schedule for official Chartered club business up to twelve (12) months in advance of the event.

- I. Resident, non-Community Association events and interest groups may be scheduled up to six (6) months in advance of the event.
- J. Community Association wellness partner events may be reserved up to six (6) months in advance of the event.
- K. Business sponsored events may be reserved up to three (3) months in advance of the event.
- L. The Room Reservation Form (Appendix A) and Alcohol Policy (Appendix B) are attached to this document. Both forms are required to be completed and signed for each event.

Section 10.4 Safety.

- A. In the event of an emergency, please dial 911 and immediately notify a Community Association management representative at the front desk at 317.485.8588 ext. 1001.
- B. Automated External Defibrillator (“AED”) machines are located throughout The Chateau. Locations are clearly marked. Emergency 911 telephones are also located throughout The Chateau.
- C. The front desk maintains an emergency exit plan for your review and use. Emergency exit signs are displayed by the exits. In the event of severe weather, the safest location in The Chateau is inside the men’s locker room, along the wall closest to the showers.
- D. All Town of Fishers fire codes as well as room capacity limits must be adhered to at all times. Exits shall not be blocked in any way, at any time, during an event.
- E. Other safety related provisions are included throughout these Rules and Regulations and must be adhered to.

Section 10.5 Room Set Up and Audio/Visual rental:

- A. To insure that your room/outdoor facility will be properly set-up, the anticipated attendance must be noted on the Room Reservation Form. Standardized set up(s) may apply to all rooms. Style selection may be made from lecture, conference, and table. Additional requests will not be accepted after 10 business days prior to the event.
- B. The Community Association provides tables and chairs for indoor rooms only. Additional tables and chairs, for indoor or outdoor use, may be rented from an outside rental company. Rental of these items is the responsibility of those who are

sponsoring the event and not of the Community Association.

- C. Audio-visual equipment may be available. All A/V requests must be specified in writing on the Room Reservation Form not later than ten (10) business days prior to the event. Rental fees for A/V equipment apply, except for Community Sponsored events, Chartered Clubs, Community Board approved committees or neighborhood representative / business meetings. The rental fees are set forth in the Fee Schedule (Appendix C) and may be changed from time to time.
- D. A computer is not provided for the PowerPoint system.
- E. Electrical outlets in all rooms provide 110-amp service.

Section 10.6 Decorations.

- A. No tacks, staples or nails are to be used to affix any signs, banners or decorations. No adhesives may be applied to painted walls or surfaces. All Cables and cords may not run across any walk paths or areas that may cause guests to trip. The use of glitter or confetti is not allowed. Ice sculptures or fountains are not allowed.
- B. Candles and open flames are prohibited in all Community Facilities. The only exception is use of “sterno” type heating cans by caterers, which the advance approval of the Lifestyle Director, or the Community Association Director should the Lifestyle Director be unavailable.
- C. Installation/removal of decorations is restricted to the reserved four (4) hour time block. Access to the room will not be allowed before the reserved time. The Community Association does not provide storage for decorations or rented equipment. Same day pick-up of decorations and rental equipment is required. Under no circumstances is The Community Association responsible for these items.
- D. Electrical outlets in all rooms and outdoor Community Facilities provide 110-amp service.

Section 10.7 Caterers.

- A. Any Cater(s) used at Britton Falls by Del Webb must provide the proper documentation to the Community Association proving the fulfillment of the following requirements:
 - With respect to all required insurance coverage, the Community Association must be named as Certificate Holder and endorsed as Additionally Insured;
 - General Liability Limits: Commercial General Liability made at Each

Occurrence:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products-Comp. / Op Agg | \$2,000,000 |
| Liquor Liability (if applicable) | \$2,000,000 |
| Personal & Adv. Injury | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Fire Damage (Any one fire) | \$2,000,000 |
| Medical Exp. (Any one person) | \$50,000 |
| Automobile Liability: | \$500,000 |
| Workers Compensation and Employer's Liability Statutory limits: | |
| Each Accident | \$100,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$100,000 |

- Proper licensing through the State of Indiana and the Town of Fishers for all service capabilities.
- B. The Community Association may provide a list of pre-approved caterers. These independent contractors have supplied the Community Association with all the required documentation. However, the Community Association does not recommend, endorse, or support these businesses in any way.
- C. Any appointments with outside vendors (entertainers, caterers, etc.) to view rooms, must be pre-approved by the Community Association and may not disrupt other functions taking place at the Community Facilities.
- D. Installation and removal of equipment is restricted to the reserved four (4) hour block of time. No access to the room is allowed before the reserved time. Same day pick up of equipment is required. There will be no storage allowed in any part of the facility.

Section 10.8 Entertainers.

- A. Entertainment groups may be contracted by the Community Association or by a sponsoring group. Due to sound system and electrical requirements, close coordination is required with the Community Association's Director and Lifestyle Director. If professional film, script, production, or sound-type entertainment is provided, close coordination is required with the Lifestyle Director and/or Community Board to ensure that proper licensing and/or royalty fees have been accommodated or waived.
- B. Any appointments with outside vendors (entertainers, caterers, etc.) to view rooms, must be pre-approved through the Lifestyle Director and may not disrupt other functions taking place at either facility.

- C. Installation and removal of equipment is restricted to the reserved 4-hour block of time. No access to the room is allowed before the reserved time. Same day pick up of equipment is required. There will be no storage allowed in any part of the Community Facility.

Section 10.9 Warming Kitchen Usage

- A. The kitchen has been provided as an added convenience and features an area appropriate for small-catered functions. Please leave the kitchen as you found it, reporting any damage immediately to the front desk of The Chateau. Please note that all costs for stain removal, trash removal, damage, and/or excessive cleaning will be the responsibility of the individual making the reservation and will be charged, accordingly.
- B. The Chateau kitchen is a warming and staging kitchen only. No frying or grilling is allowed.
- C. Users are responsible for providing all service items for the event, including but not limited to paper plates, cups, napkins, utensils and any other utensils, supplies, additional heavy-duty garbage bags and/or cleaning items.
- D. Coffee service is available for events and will include use of the Community Association's coffee brewers, sugar, creamer and stirrers. Fee and rental information is available from the Lifestyle Director.
- E. All food must be brought in and removed within the 4-hour block of time. The Community Association will not store food and/or equipment before or after your reservation.
- F. Installation and removal of decorations and/or equipment is restricted to the reserved four (4) hour block of time. No access to the room is allowed before the reserved time. Same day pick up of rental equipment is required. There will be no storage allowed at any Community Facility.
- G. All garbage including food, can/glass, waste paper, and decorations must be bagged and placed in an outside garbage dumpster located near the tennis courts on the north side of The Chateau parking lot. The charge for removal of trash left in any Community Facility will be deducted from your deposit. Cartons and boxes must be broken down and deposited in the dumpster located outside The Chateau. Be sure the bags are sealed to avoid leakage. Garbage bags are limited to the bags provided in the garbage receptacles. Additional heavy-duty garbage bags are the responsibility of the individual making the reservation.
- H. Cleaning supplies will be provided by the front desk staff. All counter tops must be

wiped clean and left stain free. All food debris removed from microwaves, range tops and ovens and should be cleaned and grease free. Spills or splatters must be cleaned from cabinetry, walls and floors. Sinks must be rinsed clean and draining properly. The refrigerator must be emptied of all food items and spills wiped cleaned. Cleaning products used must not cause any damage to facility. Please use only cleaning products provided by the front desk staff or located in warming kitchen under sink cabinet.

Section 10.10 User Clean Up Fees

- A. A clean-up fee may be imposed for the following:
- Stains from grease, drinks, food or decorations.
 - Damage from the use of nails or tacks.
 - Clogging of sink drains or toilets.
 - Damage to appliances.
 - Failure to return the kitchen to the condition it was found.
 - Failure to remove food and/or cooking utensils from interior of appliances.
 - Failure to remove garbage.
 - Garbage bags, boxes or other refuse left inside any Community Facility.
 - Any air treatments or deodorant treatments as a result of prohibited smoking.
 - Pick-up of trash from exterior areas or smoking materials from sidewalks, parking areas, pools or other areas.
 - No pets are allowed at any event.
 - Other damage or repairs.

Section 10.11 Fitness Center/General (Pools, Spa)

- A. Operational responsibility for all fitness center areas, to include the swimming pools and spa, rests with the Community Association Director and the Lifestyle Director. Maintenance of the Community Facilities rests with the Community Association's maintenance staff. Community Association personnel are in no way represented as fitness specialists, lifeguards, or as providing a qualified level of fitness or aquatic program supervision.
- B. Locker rooms and showers are provided for use and enjoyment of Residents and guests. Lockers are available on a first-come, first-serve basis. While all lockers and shower Community Facilities are accessible for the physically challenged, a unisex changing facility is available. Unisex changing Community Facilities should also be used in the event grandchildren are dressed for swimming or other activities. Clothing or personal effects should not be left unattended or unsecured in these areas, as safekeeping shall be the responsibility of the user and not of the Community Association.

- C. In the swimming pools and spas, chemicals are used to ensure a sanitary and safe water environment, and conditions are tested and documented on a regular basis. If unacceptable conditions occur, Community Association management reserves the right to close the Community Facility at any time to preserve the health and well being of Members and guests.
- D. In Fitness Center exercise rooms and locker/shower areas, food or beverages are not permitted with the exception of bottled water in plastic containers. Vending machines providing beverages and/or snacks are available, and consumption is restricted to designated areas.
- E. Towels are not provided and are the responsibility of the Member/guest.
- F. All users are expected to comply with posted rules and verbal instruction from the Community Association personnel.
- G. Hours of the Fitness Center are the same as the operating hours of the Community Facility.

Section 10.12 Fitness Center/Exercise Equipment Room

- A. This Community Facility is intended to promote low to medium range strength, muscle toning and cardiovascular exercise. Due to the nature of this program, preference is given to individual, self-directed activity and group activity will only be scheduled to educate and train individuals on the proper and safe use of equipment. Individualized programs may also be developed for personal fitness needs through the Community Association staff or wellness counselors outsourced by the Community Association.
- B. Community Association staff will not prescribe, or otherwise recommend any program intended to accommodate or supplement a medical need or medically prescribed rehabilitation program. Specialized programs of this nature, however, may be prescribed through wellness counselors outsourced by the Community Association.
- C. Prior to using this Community Facility, or engaging in any form of fitness program, individuals should consult a physician.
- D. The equipment in these areas is designed for strength and cardiovascular training. All users are expected to observe the posted rules concerning proper and safe use.
- E. Children and guests under the age of 19 may be restricted from use of this Community Facility or require the supervision of an adult. Special minimum age requirements for the use of special areas are posted.

- F. All Residents and guests must sign in with the front desk staff on duty before using the equipment.
- G. Appropriate fitness apparel is required and includes upper body garments and proper footwear. Sandals, shower clogs, or other similar items and street shoes are not acceptable fitness footwear. A clean pair of gym shoes is required when using the fitness center.
- H. Due to high resident demand, some equipment may be identified with a time limit or use. If there are no individuals waiting to use one of these items, individuals may continue their workout beyond the established time limit. The Community Association Director reserves the right to impose a reservation system on equipment if additional control measures are required.
- I. Following use, equipment should be wiped down. All portable equipment (dumbbells, beauty bells, exercise mats) should be returned to its proper storage location.
- J. Food or beverages are not permitted in the equipment area with the exception of water in plastic bottles.
- K. Audio and television systems are provided for the convenience and enjoyment of Members and guests. Programs will be turned to satisfy the interests of the majority, or may be audible only through the use of personal radios with headsets by tuning to specified frequencies. The final decision rests with the Community Association Director and/or the Lifestyle Director. Portable radios are permitted, but only with earphones.

Section 10.13 Fitness Center/Aerobic Dance and Exercise Areas

- A. This Community Facility is intended to promote low to medium impact aerobic exercise, aerobic dance and stretching programs. Due to the nature of this program, preference is given to group lessons and group instructional programs. Individuals may use this facility in a self-directed manner only when group programs are not scheduled.
- B. Prior to using this Community Facility, or engaging in any form of fitness program, individuals should consult a physician.
- C. Children and guests under the age of 19 may be restricted from use of this Community Facility or may be required to have the supervision of an adult. Special minimum age requirements for the use of specific areas are posted.
- D. Appropriate fitness apparel is required, to include upper body garments and proper footwear. Sandals, shower clogs, or other similar items and street shoes are not

acceptable fitness footwear.

- E. Food or beverages are not permitted in the dance and aerobics studio, except for water in plastic bottles.

Section 10.14 Swim Pools.

A. General:

1. Pool hours vary based on seasonal demands, with specific times posted and publicized in the Del Webb Portal.
2. All children who wear diapers, even on an occasional basis, must at all times wear swim diapers in the swimming pools. Children, who are not yet 16 years of age may swim only during children's swim hours, as periodically designated by the Community Board, and they must have adult supervision. Members choosing to swim during the specified children's hours should be sensitive to the nature of youth activity and the presence of children in the pool environment.
3. Portable radios are not allowed in the pools, but may be used with earphones, and only on the deck and lounge areas.

B. Sanitation:

1. Chemicals are used to ensure a sanitary and safe water environment, and conditions are tested and documented on a regular basis. If unacceptable conditions occur, Community Association Director and the Lifestyle Director reserve the right to close the Community Facility at any time to preserve the health and well-being of Members and guests.
2. Showers must be taken before entering the pool. If using sun oils or lotions, showers must be taken prior to each entry into the pool.
3. Food and canned non-alcoholic beverages may be used only in areas where tables and trash receptacles have been provided. Food or beverages are not permitted in the pool or on the surrounding deck apron. No bottled drinks or glass containers of any kind are permitted.
4. Swim suits are required. Cut-offs or other forms of street clothes are not acceptable.

C. Safety:

1. A lifeguard may be present at the indoor pool and, occasionally, at the outdoor pool; however, swimming in the indoor pool and the outdoor pool is at the swimmer's own risk and these Community Facilities are designated as "Swim at Your Own Risk". Life buoys and "shepherd's crooks" are available at poolside for emergency use only.
2. The depths of the pools vary between 3-1/2' and 5' and diving is not permitted at any time. The indoor lap pool depth is 3'6" at the end and 4'6" at center. The outdoor pool has a 0" depth at the edge and increases to a maximum of 5' at the one end.
3. Due to the heavy patron traffic expected, as well as the decorum desired for this Community Facility, swim fins, facemasks, footwear, rafts or toys/games of any nature are not permitted. Inner tubes, or other inflatable devices are not permitted. Specific exemptions may be granted for participants of water aerobic programs and workout swimmers. If medical conditions warrant, exemptions may also be granted when the need is certified in writing by medical authority, approved by the Lifestyle Director and filed with the facility monitor. Small children in the pool, under the direct supervision of an adult, may wear inflatable arm devices as a precautionary safety measure.
4. In no instance will alcoholic (or non-alcoholic) beverages be allowed in any swimming pool.
5. Running or other boisterous behavior is not permitted. While we expect children to be reasonably controlled, some discretion will be exercised in determining what is boisterous or otherwise unacceptable behavior. Residents are asked to please be reasonable in this respect when assessing children's behavior and the potential impact on other users.
6. If lightning is observed in the local area, Residents and guests should vacate the outdoor pool until and adjacent deck areas until a safe environment is restored.
7. Lane dividers are used as a safety measure to separate lap swimmers from other pool users, to properly guide the lap swimmer, and to preclude injury from interference outside the lanes. Disturbing the lane markers in any way is not permitted.

D. Special Events and Activities:

1. The Lifestyle Director is responsible for approving requests for special events. Once approved, the dates and times of special events will be publicized well in advance.

2. The Lifestyle Director may authorize special group times for physically challenged groups of those desiring instructed aquatic exercise. In all cases, these times will be posted.
 3. Special devices for the physically challenged, such as the entry ramps and water wheelchairs, are self-serve and may be used at the Member/guest discretion. Any member requiring specialized assistance should contact the Community Association Director and/or Lifestyle Director.
 4. Unless a group activity has been authorized, a minimum of two lanes will be separated by floating dividers and used for lap swimming. Lap lanes are not to be used for walking, or other non-swim activity. When both lanes are occupied, lanes will be shared, and individuals will swim to the right. If lanes are fully occupied, and individuals are waiting to swim, time of use will be limited to 45 minutes.
- E. Children's hours for the indoor and outdoor pools are set forth in the Operating Hours Schedule (Appendix E) and may be changed from time to time.

Section 10.15 Spa.

- A. Swim suits are required. Cut-offs or other forms of street clothes are not acceptable. Showers must be taken before entering the spas.
- B. Children under the age of 19 are not permitted in the spa. All guests must be accompanied by a Resident.
- C. Swimming is not permitted and vigorous exercise should be avoided. Spa water is maintained at approximate higher temperatures, and is intended to relax muscles. In this environment, exercise has a tendency to aggravate an ailment rather than improve it.
- D. While the time limit for use of the spa may vary from one member to another, 15 minutes is generally considered to be sufficient for muscle relaxation and general enjoyment. When exiting the spa, do so very slowly, using the steps and handrails.
- E. Individuals with hypertension, heart conditions, or those on medication for any reason should not use the spa without first consulting with a physician. Individuals who have recently consumed alcoholic beverages should avoid using the spa altogether.
- F. Food and beverages (alcoholic or non-alcoholic) are not permitted in or around the spa.

Section 10.16 Tennis Courts.

- A. Outdoor tennis courts are available for recreational use and operational responsibility rests with the Lifestyle Director. Until a court reservation system is implemented,

use is on a first-come, first-serve basis. As participation levels increase within the Community, additional rules or restrictions on duration of play may be designated.

- B. Lights are not available for nighttime play.
- C. Appropriate tennis apparel is required as well as upper body garments and rubber-soled tennis shoes must be worn at all times. Hard-soled footwear or street shoes are not allowed.
- D. All Residents must have their Activity Card with them while using the courts. Guests must be accompanied by a Resident sponsor or have a guest pass in their possession.
- E. Courts will be open daily from dawn until dusk and subject to weather and maintenance requirements.
- F. When lessons are provided by the Community Association, they will be open to the entire community and a fee may be charged. Individuals or Chartered Clubs may arrange personal lessons on their own time and at their own expense.
- G. All players play at their own risk. If players encounter water or debris on the courts, they should not begin play, but notify the Maintenance Director, Community Association Director or Lifestyle Director for assistance. Please help keep your Community Facilities in top playing condition.

Section 10.17 Bocce Courts.

- A. Outdoor bocce courts are available for recreational use. Operational responsibility for the bocce courts rests with the Lifestyle Director, and facility monitors are tasked with overseeing related policies and rules.
- B. Bocce courts will be open daily from dawn until dusk. Lights are not provided. Use is on a first-come, first-serve-basis. As participation levels increase within the community, additional rules and restrictions on duration of play may be designated.
- C. Upper and lower body garments must be worn at all times and soft-soled shoes are recommended.
- D. When a bocce club is chartered, dedicated time will be authorized, and regular open play will be suspended during the designated Chartered Club time.
- E. Children under the age of 19 must be accompanied by an adult.
- F. Check-out equipment is available at the concierge desk during hours of operation.
- G. When playing the game, individuals should walk back and forth on the designated

walkways between the courts, rather than on the carpeted play surface. Please help the Community Association keep your Community Facilities in top playing condition.

- H. Access boards allow entry onto the courts by the physically challenged. If you are unsure as to how the access boards operate, assistance should be requested from the monitor.

Section 10.18 Recreation Center.

A. General/Program Rooms:

1. Operational responsibility for The Charters (inclusive of all general or special use program rooms) rests with the Lifestyle Director, and Community Association oversees related policies and rules. Operating hours for all activities coincide with those of the Charters.
2. All set-ups, takedown and moving of tables and chairs will be coordinated by the Maintenance Director.

B. Multi-purpose/Meeting Rooms:

1. All rooms may be reserved through the Lifestyle Director. Fees are charged for all reservations made for non-Community Association affairs, non-Chartered Clubs, or special events not under the sponsorship of the Community Association.
2. Operable walls provide added flexibility to configure rooms for small and large functions. Room capacities and various set-up arrangements can be obtained from the Lifestyle Director. Audio-visual equipment and individual room sound controls are also available.
3. Rooms may be decorated in good taste, but only with the advance approval of the Lifestyle Director. Under no circumstances will decorations be allowed that mar or otherwise alter the interior décor of the facility.
4. Food or beverages may be brought into the Community Facility by catering firms only with the advance approval of the Lifestyle Director. Under no circumstances should food or beverage be brought in through the main entry/lobby. Exceptions for community events must be approved by the Lifestyle Director.
5. Entertainment groups may be contracted by the Community Association, by the Community Association, or by a sponsoring group. Due to sound system and electrical requirements, close coordination is required with the Lifestyle

Director. If professional film, script, production, or sound-type entertainment is provided, close coordination is required with the Lifestyle Director to ensure that proper licensing and/or royalty fees have been accommodated, or waived.

C. Reading Room and Social Lounge Areas:

1. Operational responsibility for this Community Facility rests with the Lifestyle Director. This area is operated on a self-serve, honor basis for Residents only. Individuals requiring assistance on the use of office machines should contact the Lifestyle Director or the Maintenance Director.
2. Reading material is provided by the Community Association. To a large degree, however, the initial stock is thereafter supported by material donations from Residents. Those individuals desiring to donate books or other suitable materials should make arrangements with the Lifestyle Director.
3. Reference books, periodicals and newspapers must remain in the Community Facility and cannot be checked out. All other materials may be checked out for three weeks and all items borrowed may be renewed.

Section 10.19 Business Center.

- A. The Community Association will operate a business center available for use by Residents and guests. The operation consists of a fax and copy machine with additional postal or other provisions planned as the needs of the community evolve.
 1. A small fee will be charged for the use of equipment to support the direct and indirect cost of services. Payments of fees will be monitored by support personnel at the front desk of The Chateau.

Section 10.20 Billiards Room.

- A. Children and guests under the age of 19 are restricted from use of these Community Facilities.
- B. To operate the television in the billiards room, see the front desk.

Section 10.21 Other Regulations and Courtesies.

- A. Amplification of sound is allowed within reason. Be mindful and respectful of other functions within the building, in neighboring rooms, or in the surrounding area. Outdoor noise levels must comply with Town of Fishers ordinances.

- B. Rice and/or birdseed or other similar material may not be thrown on the premises.

CHAPTER 11

OUTDOOR AND NATURAL AREAS

Section 11.1 Outdoor Areas: There are various outdoor areas throughout the community that can be used for self-directed or passive recreation activities, such as bike paths, walking trail, courtyards, and open areas adjacent to Community Facilities. All areas are unsupervised and caution should be exercised when using them. Where bike paths along streets are marked, riders should stay within the lanes and observe common bike safety rules.

Section 11.2 Ponds: Fishing on ponds by Residents and guests (all children under the age of 19 must be accompanied by an adult at all times) is allowed except that fishing is not permitted in the two ponds located in the front of Britton Falls by Del Webb, along Cyntheanne Road. There will be no other recreational activity allowed on other common area lakes or ponds. Privately owned boats of any type are not permitted in any pond, lake or water area. There shall be no swimming or wading in any ponds, lakes or other water areas. Ice-skating is strictly prohibited on lakes, ponds and natural waterways throughout the Britton Falls community.

Section 11.3 Enjoyment and Protection of Wildlife: The lakes, ponds, streams and other bodies of water within the Britton Falls community are primarily aesthetic and intended for limited uses pursuant to the rules and regulations established by the Community Board. In order to limit the population of nuisance fowl such as Canadian Geese, no feeding of any wildlife is permitted at any time.

Section 11.4 Snowmobiling: Snowmobiling is prohibited on all Community Association properties.

Section 11.5 Cross Country Skiing: Cross-country skiing is permitted in designated areas and may be restricted to the Trail System within the community.

Section 11.6 Hunting: Hunting and/or the discharge of firearms is strictly prohibited.

APPENDIX A
BRITTON FALLS BY DEL WEBB – ROOM RESERVATION FORM
Please complete and return this form to the Lifestyle Director

Date of Event: _____ **Club Name, etc.:** _____ **Type of Event:** _____

Contact Person: _____ **Phone:** _____ **Address:** _____

Email Address: _____ **Alternate Contact Person:** _____ **Phone:** _____

Organization/Group: Please check one of the following:
 Charter Club Residential Private Business Other

Time blocks: See Appendix E – “Operations Hours Schedule”

Starting Time: _____ **Ending Time:** _____ **Attendance Expended:** _____ **Caterer:** yes no

Set-up Selection: **Table** **Conference** **Lecture** **Other**

Room Request: Ballroom Multi-Purpose Room(s): A B C Sunroom Arts & Crafts Room Patio

Additional Requests: Warming Kitchen Head table w/4 chairs Check-in/Brochure table Microphone Portable TV
Proxima Projector DVD/VHS PowerPoint system Digital Piano Easel, Pad & Markers Display Easel

- I/we understand that cancellations must be received no later than 10 business days prior to the event date or charges may apply and no refunds will be issued.
- I/we hereby affirm that I/we have read and understood the Facility use Guidelines.
- I/we agree to inspect the site upon our arrival and make immediate written notification to the Maintenance Director of any condition, which could be chargeable to our group.
- I/we understand that I/we are responsible for all costs of excessive cleaning or damage occurring during or in relationship to our event.

In consideration of being granted the right to use the facilities, the undersigned shall hereby indemnify, release and hold harmless the Britton Falls by Del Webb Homeowners Association, Inc. (the “Community Association”), the Community Association’s property manager, Pulte Homes of Indiana, LLC and Pulte Homes, Inc. and their respective directors, officers, partners, member, managers, employees, volunteers and agents from any and all responsibilities, liabilities, claims demands, damages, or rights of action relating to such use of the facilities.

Signature of Applicant: _____ Date: _____

PLEASE NOTE: As a courtesy to others please notify the Lifestyle Director of any changes or cancellations. Rooms reserved and not utilized may be subject to a charge!

Internal Use Only:

| | | | |
|-------------------|-------|-----------------|-------|
| Date of Event: | _____ | Rm. Assignment: | _____ |
| Staff Initials: | _____ | Date Approved: | _____ |
| Security Deposit: | _____ | Check Number; | _____ |
| Rental Fee Paid: | _____ | Check Number; | _____ |

APPENDIX B
BRITTON FALLS BY DEL WEBB COMMUNITY ASSOCIATION
ALCOHOL POLICY

- I. All functions with alcohol must be pre-approved by the Community Association Director and/or Lifestyle Director, and this Alcohol Policy must be signed at the time of room reservation. Approval may be conditioned, in part, upon confirmation of compliance with all applicable rules, laws and regulations.
- II. In all situations, the sale of alcoholic beverages for consumption must be under the auspices of a liquor license. Whether alcohol is sold under a liquor license, or dispensed in a private party setting, the event sponsor remains responsible for the propriety of the event.
- III. Caterers serving alcohol meet the following requirements.
 - A. The Caterer must hold a valid Indiana Liquor License, as well as any required local licenses, and must provide Community Association Director and/or Lifestyle Director with proof of licensing.
 - B. A certificate of insurance endorsing the Community Association, Pulte Homes of Indiana, LLC, Pulte Homes, Inc., the Community Association's property manager and their respective directors, officers, partners, members, managers, employees, volunteers and agents as additional insureds must be provided from the Caterer's insurance provider at the time the room reservation is made.
 - C. A minimum of two (2) million dollars in general liability and liquor liability coverage is required. A caterer may not pay a Chartered Club a cut or portion of the alcohol sales, nor may alcohol be given or raffled as a door prize.
- IV. Alcoholic beverages must be consumed responsibly, in compliance with all applicable laws. Public intoxication and driving under the influence of alcohol in violation of the law are prohibited.
- V. Chartered Clubs may be permitted to dispense alcoholic beverages to its members and guests as part of a Chartered Club activity, but only with advanced written approval of the Community Association Director and/or Lifestyle Director.

I, the undersigned, acknowledge that I have read, fully understand, and hereby agree to abide by the aforementioned Britton Falls by Del Webb Community Association Alcohol Policy.

Group/Organization Event Host: _____

Representative Signature: _____ Date: _____

APPENDIX C

BRITTON FALLS BY DEL WEBB – GRILL/PATIO RESERVATION FORM

Please complete and return this form to the front desk

Date of Event: _____

Contact Person: _____ Phone: _____ Address: _____

Email Address: _____

Alternate Contact Person: _____ Phone: _____

Please check the following: Residential Private

Time blocks must be in three hour time blocks

Starting Time: _____ Ending Time: _____ Attendance Expected: _____

Room Request: **Patio/Grill Area Only**

Use of any rooms in the Chateau must be reserved with the Lifestyle Director

- I/we understand that cancellations must be received no later than 10 business days prior to the event date or charges may apply and no refunds will be issued.
- I/we hereby affirm that I/we have read and understood the Operating Rules and Regulations including, without limitation, the Facility Use Rules and Regulations.
- I/we agree to inspect the site upon our arrival and make immediate written notification to front desk staff of any condition, which could be chargeable.
- **I/we understand that I/we are responsible for all costs of excessive cleaning or damage occurring during or in relationship to our event.**
- **Rules and prices are subject to change.**

In consideration of being granted the right to use the facilities, the undersigned shall hereby indemnify, release and hold harmless the Britton Falls by Del Webb Homeowners Association, Inc. (the "Community Association"), the Community Association's property manager, Pulte Homes of Indiana, LLC and Pulte Homes, Inc. and their respective directors, officers, partners, member, managers, employees, volunteers and agents from any and all responsibilities, liabilities, claims demands, damages, or rights of action relating to such use of the facilities.

Signature of Applicant: _____ Date: _____

PLEASE NOTE: As a courtesy to others please notify the front desk staff of any changes or cancellations.
Grill reserved and not utilized may be subject to a charge.

Internal Use Only:

Date of Event: _____ Rm. Assignment: Grill/Patio use only

Staff Initials: _____

Security Deposit: \$ _____ Check Number: _____

Deposit returned: YES _____ NO _____

Britton Falls by Del Webb

GRILL/PATIO PROCEDURES AND REGULATIONS



- A. Reservations for grill/patio use must be made at the Front Desk.**
- A reservation form must be filled out and signed by the homeowner.
 - This request is for the patio and grill area, only.
 - No more than eight people, including grandchildren, are allowed per household for a private party.
 - A Resident must be in pool area with all guests at all times.
 - Each time block is for 3 hours. Only one 3 hour block per household/group is allowed in fairness to all.
 - A security deposit of \$20 (check made out to Britton Falls HOA) is required. This will be returned, after each cooking session, to the homeowner if he/she does not cause excessive cleaning or damage
 - A grill / patio reservation not utilized may be subject to a charge.
 - Please notify the Front Desk staff of any changes or cancellations. Cancellations must be received no later than 10 business days prior to the event date or charges may apply and no refunds will be issued.
- B. Operation**
- Inspect the grill area prior to use and make immediate written notification to Front Desk Staff, of any condition which could be chargeable.
 - The Blue Gas shut off is located near building, under the library window. Make sure this is turned on before trying to light the grill. Make sure it is shut off when not grilling.
 - Lighting instructions are printed on the front of the grill and must be closely followed.
 - Residents must accompany and be with their guest(s) at all times when their guest(s) are using the pool area.
- C. Cooking Needs**
- Homeowner must supply own cooking utensils and (fork, spatula, sauces, condiments, plates, etc.)
- D. Cleanup Procedures (Wire brush is provided)**
- Clean the grill and grease pan located under the grill
 - Remove all trash from the patio/grill area.

Front Desk Staff:

1. Grill Reservations:

- a. There is a grill section in the front desk book.
- b. Front desk staff may inquire to verify that the homeowner is knowledgeable on grill usage.
- c. The Grill Calendar, Grill reservation Form and Instructions are at the front desk for you to read and are attached.
- d. The front desk will be in charge of all grill reservations and will answer all questions, reserve usage, and inspect the grill and area after each use.
- e. There will be a \$20.00 deposit (no cash) paid by the resident; the check needs to be made payable to Britton Falls HOA.
- f. Grill must be brushed, tables cleared off and trash taken to the dumpster.
- g. After the Grill, Grill Area and Pantry have been inspected by the Front Desk staff, the \$20.00 deposit will be returned or retained.
- h. Email Joann if there becomes a malfunction on the grill and the issue will be addressed the next business day.***

APPENDIX D

FEE SCHEDULE

(Subject to change from time to time)

I

Activity Card Purchase Prior to Closing

Activity Card Prior to Closing: A person who has signed a sales agreement to purchase a Residence may purchase an Activity Card, for \$25.00 per card, prior to closing on his or her home.

II

Supplemental Resident Activity Cards

Supplemental Resident Activity Cards - Additional Residents may obtain supplemental Activity Cards for an annual fee of \$750.00. The fee will be paid at the time of issuance, and then billed annually each subsequent year.

III

Member Sponsored Guests

Member Sponsored Guests: The following fee program will be administered by the concierge staff at the front desk of The Chateau and is subject to subsequent amendment in the discretion of the Community Board:

- Guests 15 years of age and younger \$0.00 per visit
- Guests 16 years of age and over \$0.00 per visit

Additional class and activity fees may apply for guest participation in some programs.

IV

Activity and Meeting Room Reservation

The following rental fees are applicable for events held at all times, with the exception of Saturday evenings:

| | Resident, non-Community Association <u>Sponsored</u> | Business <u>Sponsored</u> |
|----------------------------|---|------------------------------|
| Ball room: | \$75 | \$150 |
| Single Multi-purpose Room: | \$50 | \$75 |
| Sunroom: | \$25 | \$75 |
| Arts & Crafts Room | \$25 | \$50 |
| Terrace / Patio: | \$25 | \$75 |

The following rental fees are applicable for events held on Saturday Evenings:

| | Resident, Non- Community Association <u>Sponsored</u> | Business <u>Sponsored</u> |
|----------------------------|--|------------------------------|
| Ball room: | \$100 | \$200 |
| Single Multi-purpose Room: | \$50 | \$75 |
| Sunroom: | \$50 | \$75 |
| Arts & Crafts Room | \$50 | \$75 |
| Terrace / Patio: | \$50 | \$100 |

Other fees for other services may apply, such as warming kitchen usage, audio / visual equipment rental, and so on. The fees may be changed from time to time.

V
Events Outside Normal Operating Hours

Extra fees will be charged for events that extend outside normal operating hours. An additional charge of \$50 per hour will apply.

VI
Audio-Visual Equipment

Fees are as follows :

| | <u>Available</u> | <u>Rental Fee</u> |
|---|------------------|-------------------|
| • 27" TV with DVD/VHS player on cart | 1 | \$25 |
| • Proxima Projector & screen with PowerPoint & DVD/VHS player | 1 | \$25 |
| • Hand held microphones | 2 | \$25 |

APPENDIX E

OPERATIONS HOURS SCHEDULE

(Subject to change from time to time)

I

The Chateau

Initial operating hours for The Chateau are:

Monday – Friday 6:00 am to 9:00 pm
Saturday & Sunday 8:00 am to 8:00 pm

The Community Association and The Chateau will be closed the following days each year:

Easter
Thanksgiving Day
Christmas Eve – close at 12 p.m.
Christmas Day
New Year’s Eve – close at 12 p.m.
New Year’s Day

II

Time Blocks

The maximum rental period is four (4) hours for the established rates. Events extending beyond a four (4) hour period will have additional charges of \$50.00 per hour and must be approved at the time of reservation in writing. The rental time period includes set-up and take down time. Guests will be admitted to, and are expected to depart from the Community Facilities in accordance with the prescribed times. Available in four (4) hour time blocks for reservation are:

Monday through Friday: 8:00 am-12pm, 12:30pm-4:30pm and 5:00pm-9:00 pm
Saturday: 10:00 am-2:00 pm and 3:00pm-7:00pm
Sunday: 10:00 am-2:00 pm and 3:00 pm-7:00pm

Children’s hours for the indoor and outdoor pools are set forth in the Operating Hours Schedule (Appendix E) and may be changed from time to time.

III

Children’s Hours

Children’s Hours – Year Round

Indoor/Outdoor Pool:

Monday – Thursday – 3:00 – 5:00 p.m.

Friday - 5:00 – 8:00 p.m.

Saturday & Sunday – 1:00 – 4:00 p.m.

Hot Tub/Spa: Children under the age of 19 are not permitted in the hot tub/spa.