

FOXFIELD COMMUNITY ASSOCIATION, INC.

RESOLUTION NO. 107
COMMON AREA MANAGEMENT

WHEREAS, Article III, Section 3.06 of the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements gives the Board of Directors the right to promulgate rules and regulations for the Association; and

WHEREAS, the Board wishes to establish a regulation which will govern use of Association common area by one or more members for any organized or planned activities, other than incidental use and enjoyment;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FOXFIELD COMMUNITY ASSOCIATION, INC. THAT:

- 1) Members who wish to use the common areas for any organized or planned activities as referenced herein should make a proposal in writing to the Association's management company a minimum of four weeks prior to date of the planned activity. The management company will, in turn, promptly forward the request to the Association's Board of Directors. If the Board of Directors believes that it lacks adequate information to make a well-informed decision as to the use of the common areas, it shall solicit additional information from the requesting member(s) and will not make a decision until it is confident that it possesses complete information as to the planned activity.
- 2) The Board of Directors shall make decisions as to the organized or planned use of the common areas by members based upon, but not limited to, the following criteria:
 - (a) Scope of the use; amount of common area to be utilized.
 - (b) Duration of activity.
 - (c) Inconvenience or burden to non-participants and the community in general.
 - (d) Possible benefit to the community.
 - (e) Potential for risk or hazard to persons or property.
 - (f) Necessity of completely restoring the common area to its normal standard immediately after the completion of the activity.
- 3) All organized or planned activities on Foxfield Community Association common area shall be sponsored by or shall be the responsibility of one or more named members of the Association. No activity shall be permitted until said responsible member(s) executes a release and indemnification agreement, such as that attached hereto and labeled "Exhibit A" and provides proof of that level of insurance coverage required by the

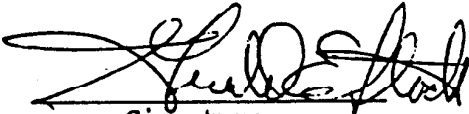
RESOLUTION NO. 107
COMMON AREA MANAGEMENT
Page 2

Association or its insurance company for the activity to go forward.

- 4) No alcoholic beverages are to be distributed, sold or consumed on Foxfield Community Association common area during organized or planned activities.
- 5) No inherently dangerous activities, crafts, etc. will be permitted on Foxfield Community Association common area.
- 6) The Board of Directors shall reserve the right to at any time rescind authorization for the use of common areas for an organized or planned activity, when it deems that such rescission is necessary to insuring the best interests of the Association and its members.
- 7) This resolution shall go into effect on 2/28, 1974.

2-28-74

Date



Signature

PRESIDENT

Title

Exhibit A

RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, _____, (hereinafter referred to as "Owner"), residing at _____, for and on behalf of himself or herself and any heirs, executors or administrators, and Foxfield Community Association (hereinafter referred to as the "Association"), do hereby make and enter into this Release and Indemnification Agreement.

1. Upon the request of Owner, the Association, pursuant to its authority under Article X, Section 2(b) of the Declaration and Article IX, Section 1 (a) of the Bylaws to regulate uses on the common area does hereby authorize under the supervision of Owner the following activity _____ to be held on Association common area at _____ (location) on or from _____ (day(s) and time(s)).

2. Owner shall assume the complete risk for accidents or injury to Owner, Owner's family, members, guests, licensees or invitees which may occur at or result from the use by Owner, Owner's family, members, guests, licensees or invitees of the Association common area referenced herein during the time referenced herein, and the Owner does hereby remise, release and forever discharge the Association, its officers and directors, agents, employees, and all of its legal representatives of and from any and all potential actions, causes, suits, controversies, damages, judgement, claims, counterclaims, and demands, whatsoever, which Owner, Owner's family, members, guests, licensees or invitees has or may have in the future, arising from, connected with, or in any way relating to use by Owner, Owner's family, members, guests, licensees or invitees of the Association common area referenced herein during the time referenced herein.

3. Owner hereby agrees to, upon demand, indemnify, reimburse and hold harmless the Association for any and all sums necessary to defend, compromise, or settle any claim or any action, suit or proceeding brought against the Association, its officers and directors, agents, employees, or other legal representatives which arises from use by anyone of the Association common area referenced herein during the time referenced herein.

4. Owner shall maintain liability insurance in the amount of _____ Dollars (\$_____) and shall, upon request, furnish the Association with a certificate of insurance evidencing the same.

5. Owner warrants that he or she is of legal age and is legally competent to execute this Release and Indemnification Agreement.

6. Owner warrants that he or she had read understands the Foxfield Community Association Declaration, Bylaws and Rules and Regulations, and will abide by all guidelines on the use of Association common area contained therein, as well as the following restrictions:

- a. That no alcoholic beverages are to be distributed, sold or consumed on Association common area;
- b. That no inherently dangerous activities, crafts, etc. are permitted on Association common area.

7. This Agreement may be pleaded as a defense to any action or other proceeding which may be brought, constituted or taken against the Association, its officers, directors, agents, employees and/or legal representatives in breach of this Agreement.

8. This Agreement contains the entire agreement between the parties.

9. Owner warrants that he or she (a) has carefully read the terms and provisions of this Agreement, (b) knows, acknowledges and understands its terms, and (c) has signed his or her name as his or her own free act.

IN WITNESS WHEREOF, the Association and owner have executed this Release and Indemnification Agreement this _____ day of _____, 19__.

FOXFIELD COMMUNITY ASSOCIATION

By: _____
PRESIDENT

OWNER