

NATURE POINTE MEDIATION AGREEMENT (Finalized 2-25-16) AS IT PERTAINS TO WEDDINGS

ADDITIONAL CONSIDERATIONS

The Parties agree to the following terms, which were reached by compromise during negotiations at arm's length over the course of time and in mediation:

- a. The NPHOA and Board agree that neither Alex Leonard nor Debbie Leonard, or any of their family members will "work" the weddings at the Nature Pointe Clubhouse. This means that Mr. Leonard nor Mrs. Leonard nor their family members will:
 - i. Act as the contact for brides, grooms, or others handling the coordination or scheduling of a wedding;
 - ii. Be directly involved in wedding sales;
 - iii. Be directly involved in the planning or scheduling of weddings;
 - iv. Attend, volunteer to work, or actually work at the wedding events;
 - v. Act as the direct point of contact for complaints or concerns before, during, or after weddings;
 - vi. Act as members of the NPHOA 's wedding committee;
 - vii. Directly supervise Jessica Steele or any other/future wedding planner, scheduler, worker or coordinator with respect to weddings; or
 - viii. Make purchases for weddings.

- b. The NPHOA will maintain its wedding committee, as follows:
 - i. The wedding committee will be comprised as follows:
 - a) Up to six (6) committee members (up to four (4) homeowners and up to two (2) lot owners).
 - b) One (1) Board member in addition to the six (6) committee members. The Board member is considered a member of the committee and is the facilitator.
 - c) The committee members will volunteer for the positions. However, if more than four (4) homeowners and/or more than two (2) lot owners volunteer to be on the committee, it will trigger an election at which time the four (4) homeowner positions and two (2) lot owner positions will be filled.
 - d) Two (2) year terms for the committee members.
 - e) The committee members will have staggering terms. In the event that an election is required, only (one) 1 election per year will occur, with up to two (2) homeowners and 1 lot owner up for election at each election. Volunteers will be appointed in staggering terms in the event of no election.
 - f) The election and/or volunteers' appointments will be at the annual meeting.
 - g) At the 2016 annual meeting: all six (6) positions will be filled by volunteers or elections as set forth above, but only three (3) (two (2) homeowners and one (1) lot owner) have a two (2) year term; the other three (3) committee members have a one (1) year term.
 - h) The committee members shall have no term limits.

- i) Voting on the committee: majority rules on all committee votes whether in person or by absentee vote.
 - j) Quorum is a majority of committee members (including the Board member).
 - k) If there are not enough people who want to be on the committee to fulfill the six (6) positions, the committee will remain intact with as many volunteer and/or voted-in members as are available.
 - l) The committee is subject to the Wedding Committee Charter and to the all rights of the Board and VDO under the Covenants, Bylaws, and Articles except as otherwise stated herein.
- ii. All financial reports of the wedding committee will be available to the Nature Pointe members upon request and as required by the New Mexico Homeowners Association Act. 100% of all profit from weddings will be deposited within the NPHOA Account to be used in accordance with the requirements of the Covenants, including Sections 7, 8.3, and 9.1.
 - iii. The wedding committee's charter will be amended to state that the committee volunteers will be seated and/or elected at the annual NPHOA meeting (*i.e.* the annual general meeting or "AGM").
 - iv. The wedding committee will not include either Alex Leonard or Debbie Leonard or any of their family members.
 - v. The NPHOA Board maintains its rights and responsibilities with respect to committee activity and decision making. However the wedding committee shall have the primary responsibility to make recommendations to the Board regarding all aspects of conducting weddings at Nature Pointe, including the number and schedule.
- c. Alex Leonard and Debbie Leonard, while Board members, will still get to vote as Board members. However, VDO will not veto any decision regarding wedding operational issues or wedding finance issues.
 - d. With respect to the Board position currently occupied by Veronica Montano-Pilch, the following will occur: Upon termination of her Board position or resignation of her position, pursuant to Bylaw 6.6, VDO will amend Bylaw 3.1(e)(ii) to allow one of VDO's three appointed Board member positions to be elected by the membership at large rather than appointed by VDO.
 - e. A security deposit for all new wedding contracts will be required by NPHOA. The amount of the deposit will be determined after the wedding committee performs a market analysis of local venues to determine a competitive security deposit rate. The wedding committee will bring its recommendation to the Board for the security deposit, and the Board will vote to determine the amount of the deposit, within 90 days of all Parties having signed the Settlement Agreement in this case.
 - f. The security deposit described above in Paragraph 4(e) will be required on all new wedding contracts executed after the vote determining the amount of the deposit. The wedding Committee will have sole discretion to retain all or part of this deposit in the event of a violation of the contract by the bride, groom, any of their guests, or any of their vendors.

Any security deposits forfeited from a non-compliant wedding event shall be used in accordance with the requirements of the Covenants, including Sections 7, 8.3, and 9.1.

- g. One employee will be at every wedding and will be assigned the task and responsibility of having and answering the NPHOA cell phone in order to respond to complaints and concerns of members. This cell phone number will be given to all NPHOA members. The employee will make every reasonable effort to answer every call, but at the least will ensure that the phone is checked every 15 minutes and that concerns are immediately responded to.
- h. No wedding will be held on nights before a school day, as determined by the Albuquerque Public Schools calendar. Enactment of this term will begin with new weddings contracts after execution of the Settlement Agreement by all Parties.
- i. No outdoor amplified music, live music or honking sendoffs will be allowed at wedding events (including rehearsals) after 8:00 p.m., in addition to the restrictions regarding noise and sound contained within Special Use Permit. This provision will be added to all new weddings contracts, and its violation will subject the wedding party to possible security deposit forfeiture, immediately upon implementation of the security deposit terms, as outlined in Paragraphs 4(e)-(f), above.
- j. The NPHOA wedding contract will be amended within ten (10) business days after the execution of the Settlement Agreement by all Parties to state, "Nature Pointe is a residential neighborhood and outdoor noise must be kept within the limits of the Bernalillo County ordinances at all times."
- k. The NPHOA will have non-member weddings as allowed by the Special Use Permit that was issued in 2014, and further limited as follows:
 - i. No more than one (1) non-member wedding per weekend will occur between November 1 and March 31 of each year, starting on November 1, 2016; and
 - ii. No more than (2) non-member weddings per weekend will occur between April 1 and October 31 of each year, starting on April 1, 2016.

Also, the NPHOA agrees to reduce the number of weddings by one (1) wedding for every three (3) lots sold by VDO until all lots are sold by the developer.

Nothing in this provision prevents the wedding committee from making a recommendation of fewer weddings or the Board from deciding to hold fewer weddings than the maximum amount allowed under this agreement.

- l. The wedding party shall be allowed to conduct one rehearsal of any wedding prior to the scheduled event, not to interfere with previously scheduled NPHOA member events at the clubhouse. The wedding rental contract will be amended for all new contracts to state that the rehearsal shall be scheduled at the same time that the contract is entered. The rehearsals will take place on the patio at the clubhouse, weather permitting, with the rehearsal participants being allowed to use the hallways and other access points during the rehearsal. The wedding rehearsal participants and attendees will not be allowed to interfere with member events, if any, which are occurring in Anasazi Hall during the rehearsal. Only forty (40) people including all participants and family, photographers, caterers, wedding planner,

clergy will attend the rehearsal. The rehearsal shall not exceed ninety (90) minutes in duration.

- m. The wedding staff/employees will enforce the attendance limit of any wedding event to the authorized limit set by the Fire Marshall.
- n. The NPHOA will provide parking lot assistance to direct guest traffic and provide site assistance during the wedding event, pursuant to the Traffic Control Plan that was approved by Bernalillo County in the Special Use Permit process.
- o. The NPHOA will reserve three marked member parking spaces for members, and the parking lot assistance staff will not direct or knowingly allow non-members or other wedding attendees to park in such spaces. Signs will be erected for each space stating that they are members-only spaces, even during events.
- p. The event parking attendants will not direct wedding parties or attendees or knowingly allow any wedding party or attendees to block any Nature Pointe residents ' driveways or block any established roadways.
- q. The NPHOA and Board agree that they will make every reasonable effort to adhere to all applicable laws and codes.
- r. The NPHOA/Board will honor all existing contracts as written. To the extent that any provision applicable to wedding processes, rules, or procedures herein does not have an express date of implementation, the provision shall be implemented on new wedding contracts effective thirty (30) days from signature of this agreement by all Parties.