

Nature Pointe HOA Member Event Policy

July 9, 2021

A goal of the Nature Pointe (NP) Home Owners' Association (HOA) is to provide our Members the use of NP facilities for the purpose of hosting private Member Events on a fair, non-profit, cost-recovery basis. The purpose of this Nature Pointe HOA Member Event Policy (the "Policy") is to outline the privileges, limitations, and responsibilities of Event Host Members for use of NP facilities for private "exclusive use" Member Events in a manner that is consistent with Nature Pointe governance documents and applicable law.

1. HOA Members' Privileges for Hosting Events

- A. The facility can be exclusively rented to the Event Host Member, their invited guests, and contracted vendors for the time(s) and date(s) noted on an "HOA Member Event Rental Contract" with the exception of the use of the Wellness Center, Massage Room, Pool, Sun Decks adjacent to the swimming pool, Sauna, Steam Room, and Hot Tub. Use of Bocce Ball, Tennis Court, and Grass Field is allowed by event guests prior to dusk (30 minutes after sunset). Except as otherwise requested by the Event Host Member and approved in writing by the NP Board of Directors per Paragraph 7 of the Policy, other HOA Members and their guests will have access to the Wellness Center, Massage Room, Pool, Sun Decks, Sauna, Steam Room, Hot Tub, Bocce Ball, Tennis Court and Grass Field on the day of the event. Use of private offices is strictly reserved for Nature Pointe Staff. Non-exclusive use of NP facilities for ≤ 25 non-member guests does not require an HOA Member Event Rental Contract. (NOTE: An HOA-sponsored event is not subject to the dusk limitation.)

- B. For HOA Member Events scheduled for a Friday or Saturday:
 - i. HOA Members may request to reserve Nature Pointe Facilities up to 90 days in advance for Friday/Saturday events occurring between the dates of May 1st and October 31st in any year.
 - ii. In addition, each Member (or pair of Members where a lot is owned by more than one person) may request to reserve one (1) qualifying Friday/Saturday event occurring between the dates of May 1st and October 31st up to twenty four (24) months in advance in any year.
 - iii. For Friday/Saturday events occurring between the dates of November 1st and April 30th (i.e.; "off-peak"), a Member may request to reserve the NP facilities up to twenty four (24) months in advance.
 - iv. Each Member (or pair of Members where a lot is owned by more than one person) may reserve no more than three (3) Fridays or Saturdays in total during any twelve (12) month period.

- C. For HOA Member Events scheduled for a Sunday, Monday, Tuesday, Wednesday, or Thursday: HOA Members may request to reserve Nature Pointe Facilities up to twenty four (24) months in advance. Members are encouraged to be considerate of other HOA Members and reserve only those dates, times, and areas of the facility that are needed to host an event. Ongoing, recurring events may require review and approval by the NP Board of Directors per Paragraph 7 of the Policy.

D. Notwithstanding Paragraphs 1.B and 1.C above, **HOA Member Events occurring between May 1st and October 31st in any year** are subject to the following requirements:

- i. An HOA Member Event scheduled more than 90 days in advance must be planned (and charged) for at least fifty (50) attendees in order to be scheduled on a Friday or Saturday.
- ii. No more than six (6) HOA Member Events may be scheduled, in the aggregate by all Members, for a Friday or Saturday during this time period per year.
- iii. Each Member (or pair of Members where a lot is owned by more than one person) may reserve no more than one (1) Friday or Saturday during this time period.
- iv. A deposit in the amount of \$1,500 (earnest money) will be required for Member Events scheduled more than ninety (90) days in advance for a Friday or Saturday. This deposit will be applied to cover the costs of the event with any unused portion to be refunded within fourteen (14) days after the event. In the event that the HOA Member Event is cancelled, the following refund schedule will apply to the deposit:

Number Days Prior to Event when Cancelled	Percentage of Deposit to be Refunded	Amount of Deposit to be Refunded
≥ 220	100%	\$1500
160-219	60%	\$900
90-159	40%	\$600
60-89	25%	\$375
≤ 59	0%	\$0

If the cancellation is the result of extenuating circumstances, the Event Host Member may request a greater percentage refund by submitting a request along with a letter of explanation to the NP Board of Directors for consideration.

- v. If a Friday or Saturday is available within ninety (90) days or less prior to the event, a member may reserve that day with no deposit required.
- E. The first twenty five (25) non-member guests at an HOA Member Event are included for free. Thereafter, the Event Host Member will be charged \$6 for each additional non-member guest to cover additional wear, tear, and cleaning of the Nature Pointe Facility.
- F. Event Host Members who own and are in good standing on more than one Nature Pointe property are entitled to up to twenty five (25) non-member guests at no charge per property.
- G. Multiple HOA Members can elect to co-host events in which each Member who is in good standing with the HOA is entitled to twenty five (25) non-members guests at no charge per membership. At least one person from each co-hosting Member household is required to attend the event in order to qualify for twenty five (25) non-member guests at no charge.

2. Limitations on HOA Member Events

- A. HOA Members in good standing can book “Member Events” including weddings, parties, ceremonies, etc. for their own purposes or the purpose of their immediate family members only. Immediate family members include children, grandchildren, parents, grandparents, and siblings, including any such relationships based on adoption or “step” relationships. Other family members, including aunts, uncles, nieces, nephews, and cousins, are not considered to be immediate family members unless they have been full-time household members in an HOA member’s home for at least 12 months immediately preceding the booking of the Member Event. Exemptions can be granted to this limitation by making a request to the NP Board of Directors under Paragraph 7 of the Policy. Under no circumstances may Members use the Nature Pointe Facilities for profit-making functions or purposes.
- B. Notwithstanding the limitations on Member Events in Paragraph 2.A above, a member may sponsor an event for a recognized **charitable** non-profit organization of which the member or immediate family member is an officer, employee, or volunteer by obtaining NP Board of Directors’ approval under Paragraph 7 of the Policy. Furthermore, a member may sponsor a **celebratory event** (e.g., a team celebration, honoring a retiree, marking a significant milestone, etc.) for an organization of which the member or immediate family member is an employee by obtaining NP Board of Directors’ approval under Paragraph 7 of the Policy. Requests to host HOA Member Events for charitable organizations or work-related celebratory events should be submitted to the NP Board of Directors at naturepointeboard@gmail.com at least sixty (60) days prior to scheduling the event.
- C. Member Events are not considered “Non-Member” (Outside User Group, OSUG) Events as defined by the Special Use Permit and shall not be counted as such. Even so, this Policy includes many of the same conditions included in the Special Use Permit in order to ensure that Member Events will have minimal impact on nearby residents. It is especially important to keep outside noise to a minimum, prevent trespassing, and ensure that all guests are considerate and respectful to neighboring residents.
- D. Use of NP facilities is limited to six (6) hours for events (other than weddings) as designated on the HOA Member Event Rental Contract. For a wedding, the Event Host Member will be allowed to arrive as early as 10:00 AM to begin to get ready in the locker rooms and game room only. All Nature Pointe HOA members will have access to the clubhouse until noon. Written permission from the NP Board of Directors or its designee(s) must be obtained ten (10) days prior to the event by the Event Host Member for all set-up, tear-down, delivery, and other event related activities that fall outside the contracted hours stated in the HOA Member Event Rental Contract.
- E. All events shall conclude no later than 10:00 PM Monday through Saturday, and 9:00 PM Sunday. Nature Pointe’s exterior lighting will be turned off automatically at 10:30 PM.
- F. Low amplified music may be played outdoors for the purposes of a wedding ceremony only. Any outdoor wedding ceremony with low amplified sound must be held during daylight hours. All other amplified music for weddings and other events is limited to the interior of the Clubhouse.

- G. Use of a subwoofer by live musicians or DJs intended to produce high levels of bass is prohibited in order to adhere to Bernalillo County Noise Ordinances. The acoustics of the ballroom are such that this equipment is not required.
- H. Nature Pointe is a residential neighborhood and outdoor noise must be kept within the limits of the Bernalillo County Noise Ordinance at all times. Without limiting the foregoing or Paragraphs 2.F and 2.G above, no outdoor amplified music or live music is allowed at weddings, rehearsals, or other events after 8:00 PM and no honking send-offs are allowed at any time.
- I. Member weddings may include a rehearsal and a rehearsal dinner. A wedding rehearsal shall be held on the date and at the time indicated on the HOA Member Event Rental Contract unless later changed with the approval of the NP Board of Directors. A maximum of forty (40) people, including all participants, family, photographers, caterers, wedding planner and clergy, may attend the rehearsal and dinner. The rehearsal/dinner shall not exceed three (3) hours in duration. Rehearsal activities are limited to the actual planned location of the ceremony, the Anasazi Ballroom, back patio, kitchen, and main hallway areas.

3. Responsibilities of Event Host Members

- A. Event Host Members are required to ensure that each non-member guest reads and signs the “Nature Pointe Home Owners Association Clubhouse Events: Rules & Contract” prior to entering the facility. It is the Event Host Member’s responsibility to ensure that the signed sheets are then submitted to the NP Venue Director within five (5) days after the event. The Host Member is expected to be present for the duration of the event.
- B. Event Host Members are required to perform a basic clean-up of the facility after their event. **ALL** areas used by attendees must be cleaned and restored to their original condition in order to avoid paying subsequent cleaning fees. This includes without limitation:
 - i. Wiping off all used surface areas including tabletops and kitchen/bathroom countertops
 - ii. Folding and returning all chairs and tables to storage room
 - iii. Washing, drying, and putting away all used HOA kitchen items including dishes, serving items, and cookware
 - iv. Cleaning up all spilled food and drink
 - v. Sweeping floors
 - vi. Emptying trash cans

Alternatively, an Event Host Member will be given the option to purchase the entire basic cleaning service in advance of the event.

- C. Event Host Members are required to ensure that all children under twelve (12) years of age have continuous and appropriate adult supervision at all times. This is especially critical around the swimming pool, hot tub, and pond because **NATURE POINTE DOES NOT PROVIDE AN ON-DUTY LIFEGUARD.**

- D. No items belonging to Nature Pointe or its staff shall be removed from the facility. This includes electronic equipment, kitchen items, food/beverage items, furniture, linens, and décor found throughout the facility.

4. Additional Limitations and Responsibilities

The foregoing limitations on Member Events and responsibilities of Event Host Members are in addition to all other limitations and responsibilities set forth in:

- A. The HOA Member Event Rental Contract, including, without limitation, those set forth in the sections entitled “General Information,” “Prohibited Behavior,” and “Alcohol Policy”
- B. The HOA Member Event Rental Contract and the Clubhouse Rule Book where not inconsistent with this Policy. The limitations and responsibilities set forth in this Policy and in the HOA Member Event Rental Contract shall have the status of “Association Rules” under the governing documents of the HOA, including without limitation for purposes of Section 5.4 of the Declaration of Covenants, Conditions, and Restrictions for Nature Pointe Community.

5. Penalties for Non-Compliance

Failure of an Event Host Member to comply with this Policy and/or the terms of the HOA Member Event Rental Contract may result in the immediate termination of the event, the suspension of the Event Host Member’s reservation privileges and/or such other penalties as established by the NP Board of Directors for violations of Association Rules, in each case as determined by the NP Board of Directors.

6. Optional Services for HOA Member Events

- A. Event Host Members have the option of using Nature Pointe OSUG Event Business property including dinnerware, silverware, glassware, draperies, decorations, lawn games, and the photo booth for a nominal fee. The fees associated with use of these items have been calculated to cover the cost of trained employee labor for set-up/cleaning and the necessary supplies. The cost of each optional service is listed on the HOA Member Event Rental Contract.
- B. Event Host Members have the option of hiring trained Nature Pointe employees for other services such as serving food, setting up tables and chairs, organizing games, etc. The hourly fee for hiring trained Nature Pointe employees is listed on the HOA Member Event Rental Contract.

7. Exemptions and Nature Pointe Board of Directors’ Authority

- A. The NP Board of Directors has the authority to grant exemptions to this Policy as appropriate. Requests for exemptions must be made in writing and include a brief description of the proposed event and the justification for the requested exemption. Such requests should be emailed to the NP Board of Directors at NaturePointeBoard@gmail.com not less than sixty (60) days prior to requesting a reservation date for a Member Event.

- B. In the event that any member or group of members attempts to abuse the Member Event booking privileges set forth in this Policy such that it interferes with the booking privileges of other HOA Members and/or the NP OSUG Event Business, the NP Board of Directors reserves the right to review and potentially deny or cancel the booking for the Member Event(s) in question and/or suspend the Member's or the group's booking privileges for a period of time, or assess fines, to be determined by the NP Board of Directors.

- C. The NP Board of Directors may, for good cause and based on the circumstances, modify the terms of this Policy as applied to any particular Member Event, in which event the Board will provide prompt written notice thereof to the Event Host Member.

8. Member Event Booking Policy - Quick-Reference Table

Day of Week?	Prime Season? (May 1 - Oct 31)	Time Reservation Can Be Made Prior to Event Date	HOA Member Rental Contract Required?	Notes
Sun-Thurs	N/A	Up to 24 months	Yes	No charge for first 25 guests. Ongoing, recurring events require prior NP BOD approval. No deposit required.
Fri or Sat	No	Up to 24 Months	Yes	No charge for first 25 guests. Limit: Three events per HOA membership per year for a Fri or Sat (includes all Fri or Sat events, regardless of season). No deposit required.
Fri or Sat	Yes	Up to 90 days	Yes	No charge for first 25 guests. Limit: Three events per HOA membership per year for a Fri or Sat (includes all Fri or Sat events, regardless of season). No deposit required.
Fri or Sat	Yes	90 days - 24 months	Yes	50 guest minimum. No charge for the first 25 guests. Limit: One event per HOA membership per year with a maximum of 6 HOA Member Events (in the aggregate by all members) for a Fri or Sat during Prime Season. Reservations are made on a first-come, first-served basis. A deposit of \$1,500 (earnest money) is required at the time the HOA Member Event Rental Contract is signed.