

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

**September 22, 2011 – 2:00 PM**

**MINUTES**

**Members Present**

- Susan Loiselle, President; Gregg Dittoe, Vice President; Bruce Martin, Secretary; Dennis Soeffner, Director
- Absent: Ted Dixon, Treasurer

**Others Present**

- Viola Lanam, Community Manager, AAM and Sharon Foxworth, Assistant
- Several committee members and home owners were present. New resident was acknowledged and welcomed.

**Call to Order**

- Susan Loiselle, President, called the meeting to order at 2:02 p.m. A quorum was present.

**Approval of Minutes**

- Gregg Dittoe moved to approve the minutes from the August 25, 2011, Board meeting. Minutes were unanimously approved as submitted.

**Treasurer's Report**

- None.

**Budget and Finance**

- Charles Schroeder discussed the Budget and Finance issues for August.

**Modification Committee**

- Bruce Martin stated the committee will be reviewing the night sky lighting regulations.

**Building and Grounds Report**

- Bob Huff reviewed the items the committee is working on and the items that have been completed.

**Communications Report**

- None

Security Committee

- Dennis Soeffner reported that the committee discussed the best procedure to communicate information regarding the new transponders to the community.

Community Manager

- See the attached report.

Old Business

- Gregg Dittoe reported on the Building and Grounds Committee review of the Four Peaks Landscape contract.
- Susan Loiselle moved to accept the landscape contract from Four Peaks. Bruce Martin asked the contract cost be included in the motion.

**RESOLVED**, the President or any officer of Bellasera Community Association is authorized to execute the Landscape Maintenance Contract in the amount of \$3,590 per month by and between Four Peaks Landscape Management, Inc. and Bellasera Community Association effective October 1, 2011, and cover letter, copies of which were presented to the Board of Directors at the September 22, 2011 Board meeting. **Motion passed unanimously. See attached**

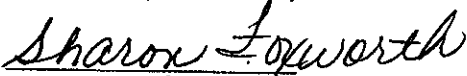
New Business

- The application from Marilyn Lillienfeld to join the Budget and Finance Committee was reviewed. Susan Loiselle moved to accept the application effective immediately. **Motion passed unanimously.**
- Susan Loiselle moved to approve the Revised and Restated Collection Policy subject to legal review to be effective January 1, 2012. **Motion carried unanimously. See attached.**
- Susan Loiselle moved to accept the Sole Source bid from DR Paint to repair and paint the block walls. Bruce Martin asked the contract cost of \$5,198 be included in the motion. **Motion carried with Bruce Martin voting no. See attached.**
- Susan Loiselle made a motion to appoint Gregg Dittoe as Assistant Treasurer. **Motion carried unanimously.**

Adjournment

- There being no further business, the meeting was adjourned at 3:55 p.m. The next regular Board meeting will be held on October 27, 2011.

Respectfully submitted,



Sharon Foxworth  
Recording Secretary

Approved by,

\_\_\_\_\_  
Bruce Martin  
Board Secretary

Attachments:

Community Manager's Report

Motion to accept the Landscape Contract

Motion to Accept Assessment Collection Policy

Assessment Collection Policy

Motion to Accept D.R. Paint to Paint and Repair Block Walls

Motion to appoint Interim Treasurer

## **MANAGEMENT REPORT**

### **Bellasera Homeowners Association**

Submitted by: Viola Lanam, Community Manager  
9/19/2011

BOD Meeting Date: September 22, 2011

#### **FINANCIAL:**

- Reviewed and coded invoices for AP processing
- Reviewed August financials
- Prepared August MTD & YTD variance reports
- Forwarded AR and attorney reports for August to Paul Snyder for his delinquency report

#### **VIOLATIONS:**

- Inspection of property at intervals.

#### **LANDSCAPE ITEMS/ISSUES:**

- Storm damage took down several cacti and damaged tree branches throughout the community. The cacti were salvageable and were replanted. Four Peaks removed the branches that were down. The silt over the roadways was removed by shovel/broom and blown. Minor erosion was also repaired.
- The crew repaired minor erosions and made necessary cut backs on encroaching plant growth at several trail head locations; Corva & Balao trail head, Corva to Tennis court trail head, W 77<sup>th</sup> trail head and the trail head between 74<sup>th</sup> and Balao were completed on September 12<sup>th</sup>.
- Preparation for winter rye seed installation will begin shortly by cutting water amount back and lowering moving height in preparation for scalping and seeding. The projected seeding date is the 2<sup>nd</sup> week of October.
- Four Peaks continue to maintain the community per the monthly schedule.

#### **MANAGER ACTION ITEMS:**

- I met with the Building and Grounds Committee September 13<sup>th</sup> and also at that meeting the Committee, Susan and Greg met with Four Peaks to review their proposal for landscape maintenance.
- Sharon and I met with the Security Committee on September 13<sup>th</sup>.
- Sunstate Sweeping has been requested to advise the date when the sweeping will occur in order to communicate with the homeowners not to park on the streets at that time.
- The ladies steam room is not working as it should. Arizona Systems Design has advised us that the an element needs to be replaced and when both the men and women's steam rooms are being utilized at the same time one element is not enough to handle both. The system has three elements; however, two are sufficient. The proposal has not been received.
- The pool was closed on Wednesday September 14<sup>th</sup> at 3:00 pm to Friday at 7:30 am for a chemical treatment for algae
- The spa pump housing is cracked and leaking. This work includes changing out the bottom bulkhead and removing 925 pounds of sand from the #2 filter. As the sand was replaced in January 2011, 100 pounds will be replaced and the rest can be re-used.
- The PVP pipes used in the umbrella bases have been painted to match the umbrella poles.
- Tri-City Appliance serviced the refrigerator and freezer in the kitchen and the seal on the refrigerator has been replaced.

- Ed Black, of Environmental Air, performed preventative maintenance on the HVAC's on Friday and discovered that one of the air conditioners was about to burn out. It was making an irregular motor sound of going off and on. He said the motor and blade required immediate replacement so damage would occur to the unit.
- Park Pro had to replace the loop at the front entrance exit gate.
- Additional sleeves for the pool railings have been ordered as more of them are now showing wear and tear.
- Yellow road reflectors have been ordered and will be installed upon receipt.
- A tree obstruction just south of the entry turn lane coming into Bellasera has been reported to the City of Scottsdale.
- A proposal for fall annuals has been received and accepted from Four Peaks.
- A proposal for reseeding has been received and accepted from Four Peaks.

**UPCOMING:**

- A proposal has been received from Four Peaks for the next re-veg area which is for the front entrance and along Pontebella Dr. to Corva. This is presently on hold.
- A proposal has been received from DR Paint for the community walls that require painting.
- Drive community specifically for monitoring lots for number of trees to meet Community Wide Standards of Landscaping as adopted by the BOD

**BELLASERA COMMUNITY ASSOCIATION, INC.  
BOARD OF DIRECTORS MEETING  
SEPTEMBER 22, 2011**

**MOTION**

RESOLVED, the President or any officer of Bellasera Community Association is authorized to execute the Landscape Maintenance Contract in the amount of \$3590 per month by and between Four Peaks Landscape Management, Inc. and Bellasera Community Association effective October 1, 2011, and cover letter, copies of which were presented to the Board of Directors at the September 22, 2011 Board meeting.

Susan Loiselle

**BELLASERA COMMUNITY ASSOCIATION, INC.  
BOARD OF DIRECTORS MEETING  
SEPTEMBER 22, 2011**

**MOTION**

Move to approve the revised and restated Assessment Collection Policy, subject to legal review, effective January 1, 2012.

Susan Loiselle

**BELLASERA COMMUNITY ASSOCIATION  
ASSESSMENT COLLECTION POLICY  
Amending and Restating all prior policies/rules regarding the subject matter**

**Effective January 1, 2012**

Capitalized terms used in this Policy shall have the same meaning as used in the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated November 28, 2007 (CC&Rs) for the Bellasera Community Association.

WHEREAS, pursuant to the applicable statutory authority including but not limited to the Planned Community Act and the Arizona Non-Profit Corporation Act, and the provisions of the Bellasera Community Association CC&Rs and the Bylaws at Article III, and

WHEREAS, Bellasera Community Association, Inc. has authority pursuant to Article X, Section 10.1 of the CC&Rs to levy assessments against property, and

WHEREAS, the Board of Directors of Bellasera Community Association, Inc., ("Board") finds there is a need to establish orderly procedures for the collection of assessments levied against properties that remain unpaid beyond the prescribed due dates,

NOW THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the collection of assessments owing and to become owing to Bellasera Community Association, Inc. by the Owners.

1. **GENERAL GUIDELINES.** The collection of Assessments pursuant to the CC&Rs and this Assessment Collection Policy shall be governed by the following general guidelines:
  - a. The Association shall pursue collection of Assessments from an Owner that is delinquent in the payment of the same. Should recovery of Assessments owing by a particular Owner require commencement of legal proceedings, those proceedings shall be initiated as determined by the Board in accordance with the provisions of this Policy.
  - b. At each step within the collection process, the Board shall be advised of the facts and circumstances then known concerning a given delinquency in order that the Board may determine that an expedient course of collection efforts are being pursued.
2. **OWNER OBLIGATION.** Pursuant to Article X of the CC&Rs, each Owner by acceptance of a deed or other conveyance, is deemed to covenant and agrees to pay Assessments to the Association plus collection costs, as further specified in Paragraph 4 below.
3. **DUE DATES.** The due date for a given Assessment shall be the first day of the first month of the quarter of the year for which the Assessment is levied, or as specifically designated in the CC&Rs.
4. **COLLECTION COSTS.** As authorized by the CC&Rs, the Association shall recoup all collection costs incurred as a result of collecting delinquent Assessments. Collection costs shall include but are not limited to the following:
  - a. Interest on the Assessment from the Due Date until such time as the Assessment is fully paid at a rate 10% or other rate that shall be set by the Board of Directors from time to time.
  - b. Late fees, attorney's fees, court costs, any related collection costs and/or fees.
  - c. Any handling charges, administrative fees, postage, or other expenses incurred by the Association in connection with the collection of any Assessment.
  - d. A returned check fee of twenty-five dollars \$25.00 charged for any check tendered to Bellasera Community Association, Inc. for the payment of Assessments by or on behalf of an Owner, if such check is dishonored by the drawee bank.
5. **APPLICATION OF FUNDS RECEIVED.** All moneys received by Bellasera Community Association, Inc., pursuant to this Collection Policy, shall be applied to amounts outstanding to the extent of and in the following order:

- a. To the unpaid assessment amounts
- b. To late fees and collection costs
- c. To interest accrued.

6. **OWNERSHIP RECORDS.** All collection notices and communications shall be directed to the Person(s) shown by the records of the Association as being the Owner of the Lot for which Assessments are due and shall be sent to the most recent address of such Person(s) or his representative or agent solely as reflected in the records of the Association.

7. **NOTIFICATION OF OWNER'S REPRESENTATIVE.** Where the interest of an Owner in a Lot has been handled by a representative or agent of such Owner, or where an Owner has otherwise acted so as to put the Association on notice that its interest in a Lot is being handled by a representative or agent, any notice or communication from the Association pursuant to this Collection Policy shall be deemed full and effective for all purposes if given to such representative or agent.

8. **NOTIFICATION TO OWNER.**

- a. **LATE NOTICE.** If the Assessment is not received within fifteen (15) days after the due date, it is deemed to be delinquent and an Initial Late Letter, setting forth the amount of the delinquent Assessment plus the Late Fee, shall be sent to the Owner or his representative or agent. A Late Fee of fifty dollars (\$50) shall be charged to the Owner's account. The Initial Late Letter shall be sent via regular first-class mail.
- b. **PRE-LIEN DEMAND.** No sooner than forty-five (45) days beyond the due date, the Association shall send a Demand-Lien Letter to the Owner or his representative or agent making formal demand for immediate payment of all outstanding amounts. The Demand-Lien Letter shall be sent via both regular and certified mail, return receipt requested. The Association shall levy a fee of one hundred dollars (\$100) for this Demand-Lien Letter which shall be charged to the Owner's account.
- c. **NOTICE OF LIEN AND LEGAL ACTION LETTER.** Seventy five (75) days after the due date, if an Owner fails to pay in full the entire amount as specified in the Demand-Lien Letter, the Board shall cause to be prepared and recorded with the Maricopa County Recorder a written Notice and Claim of Lien. If applicable, the Assessments for the entire year shall be accelerated and comprise the amount of Assessments secured by the lien. A copy of the Notice and Claim of Lien shall be sent to the Owner or his representative or agent. Contemporaneously with the recording of same, the Owner shall be sent a Final Demand-Lien Letter demanding payment in full of all Assessments and accumulated fees then outstanding. This Final Demand-Lien Letter shall also inform the Owner that if payment in full is not received within fifteen (15) days from the date of the Final Demand-Lien Letter, that legal action will be taken to recover all the overdue Assessments plus outstanding interest and fees. The Final Demand-Lien Letter shall be sent via both regular and certified mail, return receipt requested. The Association shall levy a fee of two hundred and fifty dollars (\$250) for this Final Demand-Lien Letter, lien preparation and lien filing.



9. **COLLECTION OPTIONS.** In the event the collection letters set forth above do not result in payment in full of Assessments plus interest and fees, the Board, acting with input and recommendation from the Association's managing agent and/or legal counsel, shall evaluate and decide the course of legal action which is in the best interest of the Association for the recovery of unpaid Assessments. Legal action(s) that may be initiated include but are not limited to the following: 1) place the delinquent account with attorneys for evaluation and collection, 2) an action to foreclose the Association's Assessment Lien, and/or 3) an action for personal judgment against the delinquent Owner.

10. **CONTINUING AUTHORIZATION.** In an effort to ensure timely collection of Assessments and to minimize loss of revenue to the Association, no sooner than ninety (90) days beyond the due date, any two officers of the Board are hereby authorized to take such action as is deemed necessary to enforce collection of Assessments plus interest and fees pursuant to paragraph nine (9) above, PROVIDED HOWEVER, that all steps outlined in this Collection Policy have been taken and that the Board has been advised of the facts and circumstances of the delinquency.

11. **VERIFICATION OF INDEBTEDNESS.** Where an Owner requests verification of the indebtedness, the Association or the Association's managing agent or legal counsel, whichever is applicable, shall, upon written notification of the Owner's request, supply such verification within fifteen (15) business days from the date of the request.

**BELLASERA COMMUNITY ASSOCIATION, INC.  
BOARD OF DIRECTORS MEETING  
SEPTEMBER 22, 2011**

**MOTION**

RESOLVED, the President or any officer of Bellasera Community Association is authorized to execute the contract by and between DR Paint and Bellasera Community Association, dated September 9, 2011, at a cost of \$5198, to repair, and paint common area block walls in accordance with SOW and description of walls submitted by Sherwin Williams, dated August 19, 2011. Funds to come from Reserve.

Susan Loiselle  
President

**RESOLUTION OF THE BOARD OF DIRECTORS  
BELLASERA COMMUNITY ASSOCIATION, INC.**

**SEPTEMBER 22, 2011**

WHEREAS, pursuant to Article IV, Section 4.1 of the Bylaws of the Bellasera Community Association, the Board may appoint one or more Assistant Treasurers as it shall deem desirable.

NOW THEREFORE, IT IS RESOLVED, that the Board appoints Gregg Dittoe as Assistant Treasurer to exercise the powers and duties as set forth in Article IV, Section 4.1(d) of the Bylaws in the absence or inability to act of the Treasurer.

Susan Loiselle

**Bellasera Community Association, Inc.  
Special Meeting  
October 3, 2011**

**Board Members Present:** Susan Loiselle, Gregg Dittoe, Bruce Martin, Dennis Soeffner

**Absent:** Ted Dixon

The meeting was called to order by Susan Loiselle at 2:04PM


Susan Loiselle moved to accept the following resolutions:

**MOTION TO ADOPT THE ATTACHED RESOLUTIONS REGARDING  
TRANSPONDER RULES and TO ESTABLISH A PROCEDURE FOR THE  
TRANSITION TO NEW TRANSPONDERS.** Motion carried unanimously.

After discussion, Susan Loiselle moved amend the document. The motion carried unanimously. **See attached.**

Meeting adjourned at 2:20PM.

Respectfully submitted by:

  
\_\_\_\_\_  
Sharon Foxworth, Recording Secretary

\_\_\_\_\_  
Bruce Martin, Board Secretary

Attachment: Resolution dated October 3, 2011  
Transponder Rules

**RESOLUTION TO ADOPT TRANSPONDER RULES**

**Effective October 3, 2011**

**RESOLVED:** The Board adopts the attached TRANSPONDER RULES, effective immediately, to govern the sale/issuance of New Transponders and the deactivation of Old Transponders.

**RESOLVED:** The President is further authorized to establish a procedure for the transition to New Transponders. The procedure may be amended from time to time, as the President deems necessary to promote the orderly transition to New Transponders and deactivation of Old Transponders.

## TRANSPONDER RULES

1. New Transponders will be sold to Owners (see below for rules applicable to others). Limited to three vehicles registered to an Owner.
2. Gates will recognize both Old and New Transponders through March 31, 2012.
3. All Old Transponders will be deactivated on April 1, 2012.
4. Cost of New Transponder to Owners: \$25.00 each.
5. Cost of New Transponder to non-Owners: \$35.00 each.
6. Introductory Offer limited to Owners: 2 New Transponders @ \$12.50 each through March 30, 2012.
7. Each Old Transponder purchased after July 1, 2011 may be exchanged for a New Transponder, at no charge.
8. Purchase of more than three (3) New Transponders requires Committee/MANAGEMENT COMPANY approval.
9. Old Transponder must be exchanged for New Transponder at time of purchase (except in circumstances where a New Transponder is not being purchased to replace an Old Transponder).
10. New Transponders must be permanently affixed to vehicle windshield, unless unique circumstances particular to the vehicle interferes with operability of New Transponder, in which case a different device will be used.
11. Motorcyclists: (*Subject to Committee Approval*) Alternate transponder may be purchased as a substitute for one of the two New Transponders for motorcycle use (may be an Old Transponder).
12. New Transponders must be installed by guard or other authorized person. Residents are not permitted to install New Transponders.
13. Owner/Resident must submit information pairing New Transponder with vehicle and Owner at time of purchase, such as identification (drivers license) and proof of vehicle ownership. The Committee/MANAGEMENT COMPANY will develop a form, as modified from time to time, to record the information pairing the vehicle with the Owner/Resident). New transponder will be installed only on vehicles registered with Resident.
14. The Board, in its sole discretion, may deactivate any Transponder for any period of time the Board determines reasonable.
15. New Transponders are permanently affixed to a vehicle and not transferrable. Change of vehicle or windshield replacement will require purchase of a New Transponder.

**16. OWNER'S FAMILY MEMBERS/LONG TERM GUESTS**

- a. **Purchase of New Transponder:** Subject to Committee/MANAGEMENT COMPANY approval. Committee/President may establish criteria for sales.
- b. **Rental of Old Transponder:** MANAGEMENT COMPANY has discretion to rent an Old Transponder to a temporary guest not intending to reside in the residence. Rental: \$100 deposit & \$20/month rental, and coded to disable on a date certain.

**17. TENANTS**

- a. May purchase @\$35/each (no price break except even exchange for Old Transponder units purchased after July 1, 2011).
- b. Limit: 2. Extra with MANAGEMENT COMPANY or Committee approval.
- c. May only be purchased by Tenants identified on Lease Certification on file with office
- d. System will be coded to disable transponder on Lease termination date specified on Lease Certification.

**18. CONTRACTORS:**

- a. **BCA CONTRACTORS:** The Committee/MANAGEMENT COMPANY may establish rules, from time to time, for use of New or Old Transponders by BCA's contractors.
- b. **RESIDENT'S CONTRACTORS:** The Committee/MANAGEMENT COMPANY may establish rules, from time to time, for use of a Transponder by a contractor required to assist the Resident on a predetermined schedule or in emergencies (such as a health care provider).

**19. OLD TRANSPONDERS.** Old Transponders will be retained by MANAGEMENT COMPANY for rentals and special use. Old Transponders will be deactivated when delivered in exchange for New Transponder.