

BEL ARBOR

Explanation of Items Covered by the Annual Operating Assessments for the Association

(a) **Annual Operating Assessments** – Each year in November the Board of Directors shall adopt a budget and establish Annual Operating Assessments for the Association. The purpose of the annual budget shall be to promote the best interest and general welfare of the Owners of Bel Arbor, and it shall contain an estimate of the total amount which the Board of Directors considers necessary to pay the cost of maintenance, management, operation, repair, service, improvement and/or replacement of any Common Areas, Common Area Improvements and for certain public areas such as rights-of-way. Such expenses included in the annual budget shall be funded through the levying of Annual Operating Assessments, and shall include, but are not limited to, provision for the following reasonable and ordinary items:

- (i) Administration and management of the Association;
- (ii) Other Association assessments to which the Bel Arbor Community Association, Inc., Lot Owners are subject and for which the Association has undertaken to pay on the Owners behalf;
- (iii) Association taxes and insurance;
- (iv) Association legal and accounting expenses;
- (v) Taxes and Equipment. Payment of any real and personal property taxes and other charges assessed against the Bel Arbor Common Area, Common Area Improvements, and against any equipment and other personal property which may be owned by the Association;
- (vi) Employer Costs. Payment of salaries and benefits of all employees in connection with carrying out the Association's duties, responsibilities, and rights under these Amended and Restated Protective Covenants;
- (vii) Insurance. Maintenance of a policy or policies of insurance insuring the Association and its employees, agents, and others with respect to the Association not inconsistent with the provisions of Article VI of these Amended and Restated Protective Covenants and any amendments thereto; and
- (viii) Reserves. Such reserves as may be established by the Board of Directors from time to time.

The Association shall provide the following maintenance, repair, replacement, and below enumerated services upon any Common Area or Common Area Improvements. In the event a repair or replacement is due to the negligent, willful or intentional conduct of any Owner, family members, tenants, guests, permittees, lessees or invitees, the Association shall not be responsible for the expense associated with making such repairs or replacement.

- (ix) Asphalt walking trail pathways connecting Bel Lac Drive to Ironbridge Parkway and Riviera Court to Ironbridge Boulevard;
- (x) Bel Arbor street signs installed by Bel Arbor Developers, Inc., or the Association;
- (xi) Bel Arbor entrance columns and signs installed by Bel Arbor Developers, Inc., or the Association;
- (xii) Bel Arbor entrance landscaping installed by Bel Arbor Developers, Inc., or the Association;
- (xiii) Bel Arbor entrance irrigation installed by Bel Arbor Developers, Inc., or other irrigation installed by the Association;
- (xiv) Bel Arbor entrance lighting installed by Bel Arbor Developers, Inc., or the Association;
- (xv) Outer perimeter fence along Ironbridge Boulevard and Ironbridge Parkway;
- (xvi) Bel Arbor drainage easements;

The Association shall also provide the following maintenance, repair, replacement and enumerated services upon the Lot and Dwellings only as explicitly set forth below and not inconsistent with the provisions of Section 5.1 (c) of these Amended and Restated Protective Covenants and any amendments thereto.

Only the maintenance, repairs, replacements and services cited in this Section shall be provided by the Association. Any and all other maintenance, repair, replacement and service required for a Lot is the complete and total responsibility of the Lot Owner. The maintenance, repair and replacement on Dwellings and other structures on the Lot shall be consistent with and follow all architectural control requirements including those as to colors, materials and specifications as more fully described by Article VII of these Amended and Restated Protective Covenants and any amendments thereto.

In the event a repair or replacement is due to the negligent, willful or intentional conduct of any Owner, family members, tenants, guests, permittees, lessees or invitees, or by any natural disaster, the Association shall not be responsible, either directly or indirectly, for the expense associated with making such repairs or replacement.

Should the Owner notify the Association in writing that he/she/they decline(s) the Association's provision of any of the cited services or maintenance items, the Association shall not be responsible for any expenses relating to these items incurred directly by the Owner, family members, tenants, guests, permittees, lessees or invitees.

It is the intention of the Association to contract with service providers on a reasonable basis for the Owner's benefit for the following to promote the appearance of the Property:

- (xviii) Maintain Owner's front and back lawns per landscaping contract entered into by the Association. Such contract shall provide for, as a minimum, reasonable periodic mowing, edging along curbs/driveways/sidewalks, trimming, aeration, seeding, fertilizing, and weed control. Contract shall also provide for periodic mulching, fertilizing and weeding of front flower/shrub/bush beds;
- (xix) Maintain grounds outside perimeter fence along Ironbridge Boulevard and Ironbridge Parkway in accordance with landscaping contract entered into by the Association. Such contract shall provide for, as a minimum, reasonable periodic mowing and trimming, mulching, fertilizing, pruning of trees and shrubs, and weed control;
- (xx) Maintain and repair Owner's front yard irrigation system to include the back flow preventer valves and controller, and each year winterize in Fall and start-up in Spring front and back yard irrigation systems;
- (xxi) Maintain, which shall include pruning and fertilizing, and replace as necessary, Owner's trees, bushes and shrubs existing in front yard of Lot at time of the recording of this Amendment;
- (xxii) Repaint and replace numbers on Owner's mailbox;
- (xxiii) Remove Owner's trash once a week;
- (xxiv) Clean and inspect Dwelling gutters and downspouts once a year;
- (xxv) Clean all exterior Dwelling windows, to include sliding glass doors and skylights, once a year;
- (xxvi) Clean and stain Owner's privacy fences on the sides facing roadways of Bel Lac Drive, Bel Jour Place, Bel Arbor Drive and Riviera Court; and
- (xxvii) Plant annual flowers, in Owner's front yard beds that exist at time of the recording of this Amendment, in the Spring and Fall of each year.